



Regular City Council Meeting

Crest Hill, IL

August 19, 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 Meeting Held on July 22, 2024
- [2.](#) Approve the Minutes from the Regular Meeting Held on August 5, 2024
- [3.](#) Approve the Minutes from the Work Session Meeting Held on August 12, 2024

City Attorney:

City Administrator:

Public Works Department:

City Engineer:

- [4.](#) Award the Contract to H. Linden & Sons Sewer and Water for the Wilcox Storm Sewer Improvement and Street Resurfacing in the Amount of \$733,689.00
- [5.](#) Approve a Resolution Approving an Agreement for Wilcox Storm Sewer Improvement and Street Resurfacing by and between the City of Crest Hill, Will County, Illinois and Christopher B. Burke Engineering, Ltd. for an Amount of \$50,000.00

Community Development:

Police Department:

- [6.](#) Approve a Special Event Police Services Contract with the Crest Hill Lion's Club
- [7.](#) Ratify the Approval and Mayor's signature on the IGA between Chicago Police Department, ILEAS, and the City of Crest Hill (and Other Agencies) for Law Enforcement support at the Democratic National Convention in Chicago

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.

Mayor's Report:

- [8.](#) Appointment of Plan Commission Commissioner Marty Flynn
- [9.](#) A Proclamation Honoring Joe & Donna Marshall on their Retirement After 45 Years of Service to the Crest Hill Pony Baseball

City Clerk's Report:

- [10.](#) Approve a Joint Community Shred Event with the Lockport Township Government Office

City Treasurer's Report:

- [11.](#) Approve a Resolution Designating Dave Strahl as the Illinois Municipal Retirement Fund (IMRF) Authorized Agent for the City of Crest Hill
- [12.](#) Appointment of Interim Finance Director Erica Waggoner
- [13.](#) Approve a Resolution Approving the Appointment of Erica Waggoner as Interim Finance Director and Approving an Employee Leasing Agreement by and between the City of Crest Hill and GovTempUSA, LLC for Erica Waggoner's Services as Interim Finance Director
- [14.](#) Approve the Recruitment Proposal from GovHR USA for the Finance Director Position
- [15.](#) Approval of the List of Bills Issued through August 20, 2024, in the Amount of \$522,785.35
16. Regular and Overtime Payroll from July 29, 2024 to August 11, 2024 in the Amount of \$236,987.69

Unfinished Business:**New Business:****Committee/Liaison Reports:****City Council Comments:****Public Comment:****Executive Session:** If Called by Council for a Good Cause

17. 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 22, 2024

The July 22, 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, Alderwoman Jennifer Methvin, Alderman Darrell Jefferson, Alderwoman Claudia Gazal, Alderperson Tina Oberlin, Alderman Mark Cipiti, Alderman Nate Albert.

Absent Council Members: Alderman Scott Dyke, Alderman Joe Kubal.

Also Present were: Interim City Administrator Tony Graff, City Attorney Mike Stiff.

Absent were: Police Chief Ed Clark, City Engineer Ron Wiedeman, Interim Community Development Director Ron Mentzer, Interim Human Resource Manager Dave Strahl, Interim Public Works Director Mike Eulitz, Interim Planner Maura Rigoni.

Mayor Soliman excused Alderman Dyke and Alderman Kubal from attending tonight's meeting.

Mayor Soliman also commented that he received a text from John Evans asking if he could address the City Council and speak at the beginning of tonight's meeting since he has another commitment tonight.

PUBLIC COMMENT:

John Evans, a resident, approached the podium and requested that the City Council waive the tap-on fee for the property at 1916 Cora Street. He stated he purchased the land in 2000 and there is currently a B-Box located there. He commented that he cannot remember exactly when he paid, and the city cannot prove that he did not pay. John also commented that after talking to a previous Superintendent it was stated that the only way there would be a hook-up at that location is either it was paid or there was an existing B-Box at the location.

John stated that he is planning to build a home on this lot in the late fall or next year. He had a survey done and it is a building lot that is conformed.

Mayor Soliman took an informal vote to waive the tap-on fee for 1916 Cora Street.

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

NAYES: None.

ABSENT: Ald. Kubal, Dyke.

City Attorney Mike Stiff commented that the Council could not act on this tonight, but it could be put on the agenda. He stated that he can draft a resolution, or the Council can vote on it and a formal resolution would not be needed.

It was stated that the Clerk's Office would need to review files and see if there is a resolution or ordinance that was created on another property a few years back and let the attorney know.

Mayor Soliman commented that this will be on the August 5, 2024, agenda.

TOPIC: Presentation by Charlene Stevens, GovHR – Recruitment Services

Charlene Stevens the Executive Vice President with GovHR USA gave a presentation.

Charlene commented that she joined GOV HR USA in 2019 and has conducted over seventy (70) executive recruitments across the country. She gave a brief background to herself and her experience and how the process would work.

Alderwoman Gazal asked why Crest Hill is not getting good leads or the elite candidates and asked if it is because it is Crest Hill. She then asked to explain how GovHR advertises Crest Hill and why Crest Hill does not get good candidates with good resumes.

Charlene commented that GovHR takes the standard procedure as they do for other communities and advertise the position locally and in the State of Illinois and actively reach out to the candidates. She then commented that sometimes when they are not successful in receiving good candidates there possibly could be a history of transition or a history of turnover that would make the candidates concerned, and it could be the upcoming election that could create changes on the governing body. She recommended starting the search in the Springtime for a candidate when there is more clarity which gives the candidates a clearer direction and helps overcome the candidates concerns.

Alderwoman Gazal asked Charlene to explain more why Crest Hill does not get good leads. Charlene commented that when a candidate sense there are stability concerns or if the candidate has concerns that there is a stronger candidate those candidates would not put their name forward.

Alderperson Methvin commented that she understands someone taking on this role in an upcoming election but asked if Charlene believes there will be better leads after the election has taken place. Charlene commented that she would believe that there would be better candidates since there is more clarity. Alderwoman Methvin asked what the working pool currently is for this type of position, and how many people are looking for this type of role. Charlene commented that they are seeing anywhere from 15-20 applicants for the size of Crest Hill.

Alderwoman Methvin asked if Crest Hill is competitive for their compensation package. Charlene stated that our compensation package is competitive.

Mayor Soliman asked how long the contract is good for and if the contract pricing would be honored if we waited until February or March of 2025 to start the search. Charlene commented that GovHR would honor the current pricing.

Alderwoman Gazal asked if what she was saying was to wait to start the search for a candidate. Charlene stated that she would recommend waiting until the spring when there is more clarity after the elections. Alderwoman Gazal commented that she agrees with them to a point but most of the Council will be remaining, and a good candidate can apply and prove themselves.

Alderman Jefferson asked once the post is posted, is Crest Hill posted with other municipalities or exclusively Crest Hill. Charlene commented that they have candidates who are looking for a certain position and they are grouped together, and they would notify them of the posting, and it would be posted on social media sites and other sources.

Alderwoman Gazal asked if Charlene had received feedback from Ryan Cotton, our previous GovHR representative, that Crest Hill is slow on the hiring process. Charlene commented that she realizes that sometimes you cannot speed the process up but that would help and most people in the public spectrum realize that there is a 90 – 120-day process.

Alderwoman Gazal asked if this is for the permanent City Administrator or Interim, and she was told it was for a permanent City Administrator.

Mayor Soliman commented that GovHR will honor the contract with the verbiage and the cost through March and recommends starting the process in February or early March. Mayor Soliman asked for an informal vote.

AYES: Ald. Methvin, Albert, Jefferson.

NAYES: Ald. Gazal, Oberlin, Cipiti.

ABSENT: Ald. Dyke, Kubal.

Mayor Soliman commented that there is a tie, but we have two absences, and we will need to hear their thoughts on the recommendation of waiting. He also informed Charlene that once we hear from the absent aldermen, we will let her know how to proceed.

Alderwoman Methvin commented that she believes that most people looking for this level of a position are not going to walk into the uncertainty of an impending election and if we do get someone now to accept the position it makes her wonder how invested they would be knowing there could be changes.

PUBLIC COMMENTS:

There were none.

MAYOR UPDATES:

There were none.

COMMITTEE/LIAISON UPDATES:

There were none.

CITY ADMINISTRATOR UPDATES:

There were none.

Alderwoman Gazal asked Interim Administrator Graff if she could get an answer to the questions that she emailed him. Interim Administrator Graff commented that we are still doing research and receiving quotes. There is a quote from Concrete by Wagner, but we are trying to find someone who can do the work quickly.

Alderwoman Gazal commented that she understands all of that and knows since she talked to the Building Commissioner Don Seeman, but she wanted to know when the interim administrator can reply to her concerns she sent in the email. Interim Administrator Graff stated that as soon as he receives the answers he will reply.

Alderperson Oberlin asked how long the situation has been going on with the water above the electrical box and she also commented that she does not feel Visqueen over electrical components was not a great idea and alarms her.

Interim Administrator Graff commented that the way it was explained to him is that this has been happening since we started operating in the building. When the pipes were put in for the electrical to come through, the grouting was on the inside only and not on the outside and Concrete by Wagner believes that is what has caused the deterioration. When the dirt and stone get sucked out, we will be able to verify that is what was causing this.

Alderperson Oberlin commented again that this is unacceptable that it was not important enough to bring it to light and had they not had to go into the basement for a tornado they might have never known. Interim Administrator Graff commented that they have been trying to get contractors to look at this issue, but it has been hard this time of year.

Alderman Cipiti commented that this has been going on for over a year and the process getting it fixed should have been taking place when it was first discovered and not put up plastic sheeting. He then asked Interim Administrator Graff when he first became aware of this issue. Interim Administrator Graff commented that it was late June when he was told they are going to start getting proposals for the work to fix it. Alderman Cipiti then asked when Interim Administrator Graff started, and it was stated in February. Alderman Cipiti then asked why he did not feel this was serious enough to bring this to the Council. Interim Administrator Graff commented that he felt this is a maintenance issue and said that the Council needed to understand that this has been going on for over a year and he did not start here until February 2024.

Alderman Cipiti asked Mayor Soliman when he was made aware of the leak. Mayor Soliman commented that he was not aware of it until they went in the basement for the tornado.

It was then asked who does the inspection of the building and it was said that Tony in Building Maintenance does, and he reports to the Public Works Director. Alderwoman Gazal asked why the Public Works Director has anything to do with the City Center and stated that she feels there should be a walk-through inspection of the building every day.

Alderwoman Gazal asked who does the walk-through and checks the safety of this building. Interim Administrator Graff stated that Tony in Building Maintenance does the walk-throughs. Alderwoman Gazal commented that Tony needs to have more communication regarding these issues and once again she stated that a labor employee

should not be making decisions for the city. Interim Administrator Graff commented that that is his job.

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 Alderperson Oberlin 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, Methvin.

NAYES: None.

ABSENT: Ald. Kubal, Dyke.

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

Executive Session 7:51 p.m.

(#2) Motion by Alderperson Oberlin seconded by Alderwoman Methvin 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. Gazal, Oberlin, Cipiti, Albert, Methvin, Jefferson.

NAYES: None.

ABSENT: Ald. Kubal, Dyke.

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

Reconvened at 9:52 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 9:52 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
August 5, 2024

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

The Pledge of Allegiance was recited in unison.

Roll call indicated the following present: Mayor Raymond Soliman, City Treasurer Glen Conklin, City Clerk Christine Vershay-Hall, Alderman Scott Dyke, 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 City Administrator Tony Graff, Police Chief Ed Clark, City Engineer Ron Wiedeman, Interim Director of Community Development Ron Mentzer, City Attorney Mike Stiff, Deputy Clerk Karen Kozerka.

Absent were: Interim Public Works Director Mike Eulitz, Interim Human Resource Manager Dave Strahl, Interim City Planner Maura Rigoni, Building Commissioner Don Seeman.

APPROVAL OF MINUTES: Mayor Soliman presented the minutes from the Work Session Meeting held on July 8, 2024, for Council approval per the memo dated August 5, 2024.

(#1) Motion by Alderwoman Gazal seconded by Alderman Dyke, to Approve the Minutes from the Work Session Meeting Held on July 8, 2024, per the memo dated August 5, 2024.

On roll call, the vote was:

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

NAYES: None.

PRESENT: Ald. Methvin.

ABSENT: None.

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

Mayor Soliman presented the minutes from the Regular Meeting Held on July 15, 2024, for Council approval per the memo dated August 5, 2024.

(#2) Motion by Alderwoman Gazal seconded by Alderwoman Methvin, to Approve the Minutes from the Regular Meeting Held on July 15, 2024, per the memo dated August 5, 2024.

On roll call, the vote was:

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

NAYES: None.

ABSTAIN: Ald. Albert.

ABSENT: None.

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

Mayor Soliman presented the minutes from the Work Session Meeting held on July 29, 2024, for Council approval per the memo dated August 5, 2024.

(#3) Motion by Alderman Jefferson seconded by Alderman Dyke, to Approve the Minutes from the Work Session Meeting Held on July 29, 2024, per the memo dated August 5, 2024.

On roll call, the vote was:

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

NAYES: None.

ABSTAIN: Ald. Methvin.

ABSENT: None.

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

CITY ATTORNEY: Attorney Mike Stiff had no agenda items but would answer any questions. There were no questions.

CITY ADMINISTRATOR: Interim Administrator Tony Graff stated that a wet and dry company did come out and give a quote which is approximately \$8,000.00 and comes with a lifetime warranty. They will also include the pipes over by the Police Department and put a seal on those pipes as well. He also stated that the electrical contractor will look at the panels and connections and if there is any work needing to be done, he will inform the Council.

Alderwoman Gazal asked if they would be using epoxy injectors or urethane. Interim Administrator Graff commented that it will be of a polyurethane type. Alderwoman Gazal commented that urethane is cheaper, and we need to be using epoxy. Interim Administrator Graff commented that this is what the company recommended, and it will have a lifetime warranty.

Interim Administrator Graff then gave quick highlights from his memo dated August 5, 2024. He commented that the GPWC project is moving forward and if anyone had any questions, he would go through it with them.

He then commented that Stateville Correctional Center has a civil action in regard to an injunction that relates to the protection of the guards. September 13, 2024, is the deadline for the hearing process which then can be decided if they will move forward with the rebuild.

The Building Department is going through the design process for the Lockport Township Fire District Training Facility. It has been narrowed down to the building, parking lots, and deep pond where they will do the search and rescue. Regarding the potential gun range, they are just putting a site location where it may go in the future, and they know they must go through a special use process when they decide to go forward.

He announced that the Public Work Director position is being outreached by GovHR and Ryan Cotton is preparing the job announcement. The Community Development Director candidate will be coming to meet the staff on August 12, 2024. He also announced that two

Public Works Maintenance Workers have gone through the new hire process and should be starting within the next 7-10 days.

The Public Works Department is still maintaining the landscaping of the site and beginning to remove surplus equipment coordinating with QuikTrip representatives.

Mosquito Spraying will continue and has been posted on the City's Website and Facebook.

The Water Meter Replacement Project is still ongoing. There has been a suggestion that some communities are charging the resident a fee for any manual reads from an old meter. It was stated that we will research this more and bring this suggestion back to the Council.

West Plant is still on schedule.

Lockport Township Park District has begun preparations to begin construction of the Crest Hill Memorial Park.

The State of Illinois Crime Lab/State Police Headquarters Project is still on hold and there is nothing new to report.

Interim Administrator Graff announced the Community Events, which are:

- 24th Annual Festa Italiana – August 9, 10, & 11th
- City Wide Garage Sale – August 15 – 18th
- White Oak Library Fall Fest Event – September 29 10:00 a.m. – 2:00 p.m.
- Neighbors Night Out – September 4th
- Meet and Greet at the Baseball Fields – August 14th.

Alderman Cipiti asked for more information regarding the Meet and Greet at the Baseball Fields.

Interim Administrator Graff commented that the Crest Hill Lions Club and the Baseball Group have joined together to do an event at Crestwood. Alderman Cipiti asked if they have asked for city involvement. Interim Administrator Graff commented that they have asked for the Police Department and Public Works to participate as they have with other events.

Alderwoman Gazal asked if this is a private entity. Alderman Albert commented that it is not a private entity. Alderwoman Gazal commented that she was still talking but if he wanted to interrupt then to go ahead. Interim Administrator Graff commented that the way he understands it is a Back-to-School Event and they will pass out materials and things for families going back to school.

Alderman Cipiti commented that he is asking about this because he is on the Events Committee for the city, and he has not heard anything about this. He then stated that he tried to reach out to Alderman Albert this morning via text and he had not heard back from him which is why he is asking.

Alderman Jefferson asked if this is a public event because he has heard two entities names that are private.

Alderman Albert commented he is not sure if the questions are directed towards him or who, but he would like to answer some of the questions. Alderman Albert then explained that he has had requests for events in the city and there was an opportunity to partner with the Crest Hill Baseball League and the Crest Hill Lions Club to hold an event on their grounds and after reaching out to the Interim Administrator, Public Works and the Police Department we have come up with that date. Alderman Albert also commented that he is the Events Committee Chairman, and he knew Alderman Cipiti was on the committee, but they have not partnered with anything since Alderman Cipiti has been on the committee.

Alderman Albert then commented that when the department heads sign off on an event like this it then becomes a public event in his mind; a public event partnering with other entities.

Alderman Jefferson asked if we have a partnership and if we have a contract with them and if public dollars are being used. He then commented that if it is a private event then public dollars need to be designated through a contractual agreement.

Interim Administrator Graff commented that he believes we need to have a discussion and define the difference between a public event and a private event at a work session meeting, so everyone is clear on that.

Alderman Cipiti asked if we have approval and a sign off with the Park District to have the event on their property. Interim Administrator Graff commented that he will follow up with the Park District.

Alderwoman Gazal commented that she feels community outreach is important, but she asked if any entity uses the word 'public' then they are allowed to use Public Works, Police, and the overtime on those events if they say 'public.' She then commented that you are using taxpayer money for an event hosted by Pony Baseball. Alderman Albert commented that that is not true. Alderwoman Gazal then asked Interim Administrator Graff to define what was being said and he stated he could not.

Alderman Albert commented that he is trying to understand the thought process when they are talking about two organizations partnering up with the city and he is not sure how it is different then anything else that has been organized as part of a city event.

Alderman Jefferson commented that he feels it is okay to partner up with other entities, but we must do it in a contractual way to protect the city.

Alderman Cipiti commented that the city has done things in a very casual way for many years and if we continue to do in that matter, it will be dangerous for the city.

Alderman Albert commented that every Monday night we sit here and discuss all these different items and sometimes things we discuss are convenient for certain individuals and not for other individuals and they start to question these things and reinvent the wheel for moving forward in the city. He then commented that he has never seen a contract for any events that have been discussed in the past. He also commented that the 'Touch-a-Truck'

Events we have had in the past had partnered with First Student, Republic Services, realtor companies and banks, and there were never any contracts. He then said if we are really going to truly do this and have contracts then we need to stop all events until we have this policy in place and then move forward.

Alderman Albert commented that the Council meets every Monday night, and the blatant disrespect for one another is mind boggling. He then commented that he did receive Alderman Cipiti's text that morning and apologized that he was working and never was able to call him.

Alderwoman Gazal commented that if the reference was to her event, she stated that it is a private event for her ward that she pays for, and all the expenses come from her pocket for her event. Alderman Albert asked her if she pays for the overtime for the police officers and the public works employees. Alderwoman Gazal stated she does not pay the overtime and that she is talking about the event expenses. She then commented that the buses are there so children know what to expect when starting school. Half of her community in Ward 2 is a private community and pays taxes and the association fees, and they also plow and pave their own streets, and pay for insurance and electricity. Alderman Albert commented that you cannot use city funds for a Ward 2 event. Alderwoman Methvin commented that you cannot pick which one is okay.

Alderwoman Gazal then asked if we partner with an entity then it is okay to use taxpayer money. Alderwoman Methvin commented that that is not what anyone said. Alderwoman Gazal asked why they keep getting interrupted when talking. Alderwoman Methvin then commented that she is sorry, but she/we never have an opportunity to speak, and Alderwoman Gazal commented that it is a conversation between two people.

Attorney Stiff commented that when it is an event on city property the city is responsible for everything that takes place on their property but if you invite vendors to the event that would be taken care of from a liability standpoint by the fact that it is on city property. He also commented that when city resources are being used on private property from a protection standpoint, you should have an agreement with insurance issues lined out in the agreement.

Alderman Albert commented that the Lions Club has liability coverage to coverage events that are hosted, that is why the partnership is with the Crest Hill Lions Club and all is covered with the event.

Treasurer Conklin asked if Alderwoman Gazal had to obtain a permit since her event was on Park District property. Alderwoman Gazal commented that she did get a permit through the Park District and thanked Clerk Christine Vershay-Hall for helping her get the permit.

Attorney Stiff commented that when there is partnering with a not-for-profit organization there should be a full Council discussion and come through a process and have a vote by resolution to approve the event.

Mayor Soliman asked if we can have this topic on the work session agenda for August 12, 2024, and asked the Council if they had any issues with putting this on the agenda, and there were no issues.

Interim Administrator Graff requested to 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 per the memo dated August 5, 2024.

Attorney Stiff commented that since they are guaranteeing the pricing, we made the effective date in 2025, and it will be good for a year from the 2025 date.

Alderwoman Gazal commented that by waiting and not working on this now, the city is on pause for an entire year.

(#4) Motion by Alderman Dyke seconded by Alderwoman Methvin, to 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 per the memo dated August 5, 2024.

On roll call, the vote was:

AYES: Ald. Jefferson, Albert, Kubal, Dyke, Methvin.

NAYES: Ald. Gazal, Oberlin, Cipiti.

ABSENT: None.

There being five (5) affirmative votes, the MOTION CARRIED.
Resolution #1248

Interim Administrator Tony Graff requested to Approve 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 per the memo dated August 5, 2024.

(#5) Motion by Alderperson Oberlin seconded by Alderwoman Gazal, to Approve 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 per the memo dated August 5, 2024.

On roll call, the vote was:

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

NAYES: Ald. Albert.

ABSENT: None.

There being seven (7) affirmative votes, the MOTION CARRIED.
Resolution #1249

Alderwoman Gazal asked if Interim Administrator Graff has started the post for the Finance Director vacancy. Interim Administrator Graff commented that he has not, he has reached out to GovHR to receive a quote for their professional outreach, and we did request to see if there are any interims available. There was one candidate that sent in a resume, and he had contacted the Treasurer, and the Mayor and they will be interviewing that candidate.

They will be posting the full-time position of the Finance Director with GovHR. Treasurer Conklin thanked Interim Administrator Graff for doing all the work to get an individual to come in on Tuesday to interview for the possibility of an Interim Finance Director.

PUBLIC WORKS DEPARTMENT: There were no agenda items.

CITY ENGINEER: City Engineer Ron Wiedeman requested to 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 per the memo dated August 5, 2024.

(#6) Motion by Alderwoman Gazal seconded by Alderman Jefferson, to 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 per the memo dated August 5, 2024.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

Resolution #1250

City Engineer Ron Wiedeman requested to 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 per the memo dated August 5, 2024.

(#7) Motion by Alderperson Oberlin seconded by Alderman Jefferson, to 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 per the memo dated August 5, 2024.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

Resolution #1251

City Engineer Wiedeman requested to 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 per the memo dated August 5, 2024.

(#8) Motion by Alderperson Oberlin seconded by Alderman Dyke, to Approve 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 per the memo dated August 5, 2024.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

ECONOMIC DEVELOPMENT DEPARTMENT: Interim Community Development Director Ron Mentzer requested to Approve a Resolution Approving a Permit Fee Waiver Request from the Lockport Township Park District for the Crest Hill Memorial Park Revitalization Project per the memo dated August 5, 2024. This would be a waiver of \$11,470.00 for the permit fees.

(#9) Motion by Alderman Dyke seconded by Alderwoman Gazal, to Approve a Resolution Approving a Permit Fee Waiver Request from the Lockport Township Park District for the Crest Hill Memorial Park Revitalization Project per the memo dated August 5, 2024.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

Resolution #1252

Interim Community Development Director Ron Mentzer requested to 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 per the memo dated August 5, 2024.

Mayor Soliman asked if anyone in the audience would like to speak for or against the rezoning of Marian Patkowski for the property located at 1817 N. Broadway Street. Let the record reflect that no one had approached the podium.

(#10) Motion by Alderman Dyke seconded by Alderperson Oberlin, to 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 per the memo dated August 5, 2024.

On roll call, the vote was:

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

NAYES: None.

ABSTAIN: Ald. Methvin.

ABSENT: None.

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

Ordinance #1992

Interim Community Development Director Ron Mentzer requested to Approve a Resolution Approving a Cost Sharing Agreement by and between the City of Crest Hill, Will County, IL and Midwest Industrial Funds, Inc. per the memo dated August 5, 2024.

This is for the 150,000 square foot multi-tenant industrial warehouse office building that is being proposed on Lot #17 in the Crest Hill Office Park. There was discussion of potential connection between this project and Lidice Parkway and that connection would need to cross over private property owned by TLC property owners. There was a cost sharing agreement offered that MIF offered to contribute \$125,000.00 towards roadway network improvements and the city could utilize those dollars to design and construct any type of roadway improvements necessary. As part of the agreement the city will reduce the tap-on fee for the project by fifty percent.

Since the July 15th meeting, city staff and consultants have had conversations with MIF team, city attorney, and the owner of TLC and concluded that it would be unlikely that this project would move forward and the design be finalized and construction started this year if we would hold up any approvals for this project until we had a more clear understanding if and how TLC would allow the driveway connection on their property. MIF has offered to increase the funding they are contributing to the city for roadway improvements by \$25,000.00 in turn that the development agreement would be revised to eliminate any discussion of them having further obligation for them to facilitate that. Staff feel this is a reasonable solution at this point and time. The development agreement has been adjusted to reflect the increase in the contribution and no obligation to have any further discussions to try and implement that connection. At any point in time when it is decided that the connection needs to be made the city would take the lead in making that connection occur.

(#11) Motion by Alderman Albert seconded by Alderwoman Gazal, to Approve a Resolution Approving a Cost Sharing Agreement by and between the City of Crest Hill, Will County, IL and Midwest Industrial Funds, Inc. per the memo dated August 5, 2024.

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 MOTION CARRIED.

Resolution #1253

Mike Andowich, owner of MIF, approached the podium and thanked the Council and the Mayor for working with them and they are really excited for this project and stated it will be a great investment for the city.

POLICE DEPARTMENT: Police Chief Ed Clark requested to Approve a Special Events Police Service Agreement with the American Italian Culture Society per the memo dated August 5, 2024. This is for the Festa Italiana that will be on August 9, 10, and 11th.

(#12) Motion by Alderperson Oberlin seconded by Alderman Dyke, to Approve a Special Events Police Service Agreement with the American Italian Culture Society per the memo dated August 5, 2024.

On roll call, the vote was:

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

NAYES: None.

ABSTAIN: Ald. Cipiti, Albert.

ABSENT: None.

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

Police Chief Ed Clark requested to 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) per the memo dated August 5, 2024. This is to add Todd's Towing to the rotating Police Tow List.

Attorney Stiff commented that in all three of those sections he has amended the address to make sure it is consistent with the current Police Department address, and he had added language to state that towed vehicles be on the property within the city or within 3.5 miles of the city boundary line.

(#13) Motion by Alderman Albert seconded by Alderperson Oberlin, to 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) per the memo dated August 5, 2024.

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 MOTION CARRIED.

Ordinance #1993

Police Chief Ed Clark requested to Approve a Resolution Approving the Application of Todd's Towing & Recovery to the City of Crest Hill Police Department Towing Company Rotation per the memo dated August 5, 2024.

(#14) Motion by Alderwoman Gazal seconded by Alderman Dyke, to Approve a Resolution Approving the Application of Todd's Towing & Recovery to the City of Crest Hill Police Department Towing Company Rotation per the memo dated August 5, 2024.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

Resolution #1254

Chief Clark announced that on September 4, 2024, from 5:00 p.m. until 8:00 p.m. they are looking to have the Neighbors Night Out Event. He commented that he will be reaching out for volunteers.

Alderwoman Gazal asked the Police Chief to have a study done for a stop sign on the curve of Siegel and Zausa since there are a lot of children playing there.

Alderman Cipiti commented that he has been getting a lot of complaints from residents regarding the traffic in the Fox Meadows Subdivision, specifically excessive speeding, and disobeying stop signs. Chief Clark commented that he will have a detail on it and the speed radar machine moved over there.

MAYOR'S REPORT: Mayor Soliman had no agenda items but could answer any questions.

Alderwoman Gazal commented that Oasis Mexican Restaurant closed in Crest Hill, and they opened a new restaurant in Lockport. In the City of Lockport, they allow the restaurant to stay open until 1:00 a.m. The owner of Oasis Restaurant commented that he could not function, only being able to stay open until 11:00 p.m.

Alderwoman Gazal also commented that El Primo is only allowed to stay open until 10:00 p.m. and they are on probation, but you have other bars and restaurants that can stay open later than the two mentioned. She then asked the Mayor if there is a reason they were on probation and if there was a reason we do not give the Latino or different cultures the opportunity to stay open any later. She then commented that certain cultures like to drink with their food.

Mayor Soliman commented that different cultures have nothing to do with that decision. The decision is that all restaurants in the City of Crest Hill close at 10:00 p.m. When liquor is involved, restaurants cannot go any later than 10:00 p.m. Mayor Soliman commented that he had made the decision that all restaurants that serve alcohol in the Crest Hill limits close at 10:00 p.m. He stated that this decision is because in the past we have had restaurants stay a restaurant until 10:00 p.m. and then turn into a tavern after that and it caused a headache for the Police Department, and it has been this way since 2009.

He then commented that he has had discussions with Oasis many times, but most of their problems were the parking in that strip mall and the access in and out of the property onto Route 30.

Alderwoman Gazal asked why El Primo is still on probation. Mayor Soliman asked Alderwoman Gazal probation for what and she stated that the owner told her the Mayor had her on probation. Mayor Soliman commented that El Primo is not on probation.

Alderwoman Methvin asked if someone opens a business within the city and if they categorize it as a bar are their certain rules that apply. Mayor Soliman said that there is a different license for a bar, and it gives them the opportunity to stay open until 1:00 a.m. Monday through Thursday and 2:00 a.m. Friday and Saturday and midnight on Sundays. This is because their main sales come from alcohol not food.

Alderwoman Gazal asked if the mayor would consider extending the restaurant hours to serve alcohol so they will not be going out of business.

Mayor Soliman commented that El Primo or any of the liquor license holders can serve food until 10:00 p.m. and it is acceptable to stay and finish eating after 10:30 p.m. He then commented that being the Mayor makes him the Liquor Commissioner and with the advice of the two Deputy Liquor Commissioners and the Chief of Police, he feels that 10:00 p.m. is a good time for a restaurant that serves alcohol to be open. Alderwoman Gazal commented that she understands you're the Mayor and made that decision but maybe if you see that restaurants are closing maybe give them the extra hour.

Alderman Albert commented that he agrees, and the Council writes the policy of what the liquor license says so maybe we need to discuss this at a work session. Alderman Albert also clarified that AB Gustos is grandfathered in and do get an extra hour.

Alderwoman Gazal commented that it was very disappointing that an interim employee was allowed to bury elected officials and residents by name. She commented that it was very uncalled for and should have been managed through Human Resources. Carron Johnson's accusations were untruthful and did not have any evidence behind them. Alderwoman Gazal then stated that she had proof that she did call and send an email. She also commented that other accusations were made against her religiously and financially. She then commented that the facts she stated were lies and a degree does not teach people manners, professionalism. Alderwoman Gazal then commented since when do elect officials answer to an interim employee about their decisions and duties.

Alderwoman Gazal commented that she sees these two residents at every meeting because they care about the city, and they were not respected. She then stated it is her right and obligation to question the building status. She then thanked Alderman Cipiti for putting a stop to that after twelve minutes and thirty seconds. She then asked the Mayor why he keeps allowing these embarrassments to the Council. She also commented that it is a shame the Mayor cannot even conduct a meeting.

Alderperson Oberlin commented that once again someone had told lies about her. The former Interim Finance Director Carron Johnson stated that she had called Alderperson Oberlin numerous times and emailed her, and she did not, she only contacted her by email and phone once. Alderperson Oberlin commented that she did talk to her when she called and the reason for the call was to find out how Carron could get added to the city account. Alderperson Oberlin explained the procedure to her and how she would have to come to the branch with her identification. Alderperson Oberlin then found out that Carron had called the call center to find the same information out, which she was denied that information since she was not on the account. Alderperson Oberlin then read an email between Carron and herself and confirmed with Treasurer Glen Conkin that the information was passed along to him.

Alderperson Oberlin then commented that she did not circumvent Carron and went to the Treasurer, the City Treasurer is her boss, and he is the one who is entitled to that information, not her.

Alderperson Oberlin then stated firmly to Mayor Soliman that she is so disgusted and disappointed in the lack of leadership and honesty that goes on in the Chambers. Alderperson Oberlin commented that she wanted the record to reflect that she did not do any of the nonsense that that woman, Carron Johnson, accused her of.

Alderwoman Gazal commented that once again information of the Executive Session came out and Executive Session meetings are not private, and it seems to be that they only pick on the women.

CITY CLERK: City Clerk Christine Vershay-Hall requested to Approve an Application for a Movie Night for Loch Lane – Pat Rowe per the memo dated August 5, 2024. This

will be Saturday, August 24, 2024. They are requesting Loch Lane to Abbey Lane to Prestwick Drive to be closed.

Alderman Albert commented that Pat Rowe and the rest of the Board at Cambridge Crest do a great job of facilitating these events for their residents.

(#15) Motion by Alderman Albert seconded by Alderman Jefferson, to Approve an Application for a Movie Night for Loch Lane – Pat Rowe per the memo dated August 5, 2024.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

Clerk Christine Vershay-Hall announced that the City-Wide Garage Sales will be Thursday, August 15, 2024, through Sunday, August 18, 2024. The permits are available at the City Hall Clerk's Office and there is a \$5.00 permit fee that is required. The deadline to have your address on the list and map will be August 13, 2024. The list and map will be on the city website and available for pick up at the Clerk's Office on August 14, 2024.

CITY TREASURER: City Treasurer Glen Conklin requested to Approve the list of bills issued through August 6, 2024, in the Amount of \$1,689,900.33 per the memo dated August 5, 2024.

(#16) Motion by Alderperson Oberlin, seconded by Alderwoman Methvin, to Approve the list of bills issued through August 6, 2024, in the amount of \$1,689,900.33 for Council approval per the memo dated August 5, 2024.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

City Treasurer Glen Conklin presented the regular and overtime payroll from July 1, 2024, through July 14, 2024, in the amount of \$516,015.34 per the memo dated August 5, 2024.

City Treasurer Glen Conklin thanked Alderperson Oberlin for the professionalism that NuMark Credit Union does. He then apologized for not interrupting when some things came out and he did not feel it was his place to interrupt and he was flatfooted. He then thanked Alderman Cipiti for stepping in because he did not know what to do, it was a shocker. Alderperson Oberlin thanked Treasurer Conklin for his words.

UNFINISHED BUSINESS: There was no unfinished business.

NEW BUSINESS: There was no new business.

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

CITY COUNCIL COMMENTS: Alderman Kubal commented that he is happy for Crest Hill and the residents getting a new facelift to Memorial Park. It is a fantastic thing. He then commented that he hopes as a Board that in the coming months we can start focusing more on the park next door to City Hall, it will be nice to see city events held there.

Alderpersn Oberlin commented that sixty-one years ago today she lost her mother and in her short time with her she was given so much love and knowledge and there has never been a day in her life she has not thought about her.

Alderswoman Gazal thanked a Ward 2 resident for coming to every meeting lately and let that person know it means a lot to her. She then read a quote: 'Leaders always choose the harder right rather than the easier wrong.'

Alderswoman Methvin commented that she really appreciates the fact that we are focusing on our parks and family events. As a mother of two children, we are going all summer long to all the different events and different municipalities and it will be exciting and proud to have her children come to an event at Crest Hill.

PUBLIC COMMENT: There were no public comments.

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

(#17) Motion by Alderpersn Oberlin seconded by Alderman Cipiti, to go into executive session on 5ILCS 120/2(c)(11) per the memo dated August 5, 2024.

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 MOTION CARRIED.

Executive Session 8:35 p.m.

(#18) Motion by Alderpersn Oberlin seconded by Alderswoman Gazal, to reconvene from the executive session on 5ILCS 120/2(c)(11) per the memo dated August 5, 2024.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

Reconvened 9:29 p.m.

City Attorney Mike Stiff requested to Approve Local 150, AFL-CIO: Clothing Allowance/Economic Benefits Grievance – Settlement Agreement (Executive Session Item) per the memo dated August 5, 2024.

(#19) Motion by Alderperson Oberlin seconded by Alderwoman Gazal, to Approve Local 150, AFL-CIO: Clothing Allowance/Economic Benefits Grievance – Settlement Agreement (Executive Session Item) per the memo dated August 5, 2024.

On roll call, the vote was:

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

NAYES: Ald. Jefferson.

ABSENT: None.

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

City Attorney Mike Stiff requested to Approve Local 150, AFL-CIO: Memorandum of Understanding – Article XXVII UNIFORMS (Executive Session Item) per the memo dated August 5, 2024.

(#20) Motion by Alderperson Oberlin seconded by Alderman Dyke, to Approve Local 150, AFL-CIO: Memorandum of Understanding – Article XXVII UNIFORMS (Executive Session Item) per the memo dated August 5, 2024.

On roll call, the vote was:

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

NAYES: Ald. Albert, Jefferson.

ABSENT: None.

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

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

(#21) Motion by Alderman Dyke seconded by Alderman Albert, to adjourn the August 5, 2024, Council meeting.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

The meeting was adjourned at 9:32 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
August 12, 2024

The August 12, 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, 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, Police Chief Ed Clark, Interim Community Development Ron Mentzer, City Attorney Mike Stiff.

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

TOPIC: Plan Commissioner Vacancy Recommendation

Mayor Soliman commented that there is a vacancy on the Plan Commission for a Commissioner. Commissioner Jan Plettau had resigned and retired to another state. Jan was a Ward 3 resident. Mayor Soliman recommended Mr. Marty Flynn as the Ward 3 Plan Commissioner and Marty does reside in Ward 3, also. He asked Mr. Marty Flynn to approach the podium and introduce himself.

Marty Flynn approached the podium and introduced himself. He stated that he has lived in Fox Meadow Subdivision since 1998, he is a Field Technician for a Communication Company and before that he was a Communication Electrician for Local 134. He commented that he has two children and three grandchildren and loves living in Crest Hill.

It was stated that there were three applicants for this vacancy and all three were interviewed.

Mayor Soliman commented that Marty has a passion and wants to get involved in city government and he wants to give back to the community.

Alderwoman Gazal asked if the goal was just to have applicants from Ward 3. Mayor Soliman commented that it was not, and it was open city wide. However, we do have three individuals from Ward 4, and two from Ward 3, one from Ward 2, and one from Ward 1, which is good distribution throughout the city. Alderwoman Gazal asked if his decision was based on Ward 3 to have them even. Mayor Soliman commented that he thinks it is good to have semi-equal representation of all the wards in the city, and since Jan was from Ward 3, he felt that would be proper to have a replacement for that ward.

Alderman Cipiti asked if we could have something written in our policy for reappointments to assign a number of appointments to a ward. City Attorney Mike Stiff commented that it could hamstring you if you do not get applicants from that ward.

Alderman Oberlin asked Marty what made him first interested and how he heard about the vacancy. Marty commented that he heard from a friend that there was a vacancy opening.

Mayor Soliman asked for an informal vote to appoint Marty Flynn and if there is a positive appointment he will be at the August 19, 2024, meeting.

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

NAYES: None.

ABSENT: None.

Mayor Soliman informed Marty Flynn that the actual vote will be at the City Council Meeting on August 19, 2024.

Marty thanked the Council for their consideration.

TOPIC: Special Events Police Service contract with the Crest Hill Lion's Club

Police Chief Ed Clark commented that the Crest Hill Lions Club is having their "Lions Luau" Sunday, September 1, 2024, from 7:00 p.m. until 10:00 p.m. at St. Joes Park. They are asking for two officers with two vehicles.

Alderman Jefferson asked if this is voluntary time or paid time and if paid time is it overtime or regular. Chief Clark commented that the events have a formula that the City Council produced twelve years ago. It is an overtime rate, and an administrative fee included for the vehicle as well. It will be calculated, and an invoice is sent to whatever organization is requesting the officers and paid for by the organization.

Mayor Soliman asked for an informal vote for the approval of the special request from the Crest Hill Lions Club for a Special Event Police Services Contract.

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

NAYES: None.

ABSTAIN: Ald. Albert.

ABSENT: None.

This will be on the August 19, 2024, agenda.

TOPIC: A Resolution Designating XXXXXX as the Illinois Municipal Retirement Fund (IMRF) Authorized Agent for the City of Crest Hill.

Alderwoman Gazal commented that there is no information on this topic in the packet.

Interim Administrator Graff commented that we are forecasting with the absence of our Finance Director, we need to create a resolution to appoint an agent for the city for the IMRF. We do not have that agent yet, but we are working with the Treasurer to see who

he would want to use. Interim Administrator Graff commented that this is like a placeholder. We might make the decision this week, which will go to the City Council.

Alderwoman Gazal asked why we placed something on the agenda that we cannot discuss. Interim Administrator Graff commented that it is standard practice, and we must have an IMRF agent and the Treasurer or the Mayor cannot do it independently and he did not want to bring it to you soon without having it in front of you beforehand.

Alderman Jefferson asked, if possible, can it be someone who has pension fund experience. Treasurer Conklin commented that IMRF operates their own investment and there is no vote by anyone within the organization. This is more for enrollment, resources, and access and not a decision-making role.

TOPIC: Joint Shredding event with Lockport Township Government and the City of Crest Hill

City Clerk Christine Vershay-Hall commented that Alex contacted her and informed her that the township government would like to do a joint shredding event with the City of Crest Hill. They would like to use the City Hall's parking lot as the location. They will have one staff member on hand and need one or more to volunteer. This will be on Saturday, October 26, 2024, from 9:00 a.m. until 12:00 p.m.

Clerk Vershay-Hall commented that Alex had stated if the city does not have money in the budget at this time the township would pick up the cost.

Mayor Soliman asked Alex to approach the podium. Alex Zapian, the Lockport Township Supervisor, introduced himself and thanked the Mayor, the Council, and the Clerk for having him here. He explained that he would like the township to have more collaboration with the municipalities that are incorporated into the township. In the past they have supported events with other municipalities.

Alex stated that he will be at the shred event with a staff member, which they pay out of their own budget, and he can only guarantee one other than himself. He also commented that if the City of Crest Hill could provide a staff member volunteer that would be most helpful.

Alex stated that it would be appreciated if the city could provide some sort of sponsorship for the event. However, he does have a budgeted line item to support collaboration with the city and because they have not provided any support to Crest Hill, they could pick up the entire shred cost if needed. That is an estimated amount between \$1,500.00 and \$1,700.00.

Alderman Oberlin commented that these are wonderful events, and she would like to volunteer for this event.

Mayor Soliman commented that it is a great opportunity, and he would recommend to the Council that we split 50/50 with Lockport Township for the cost of the shred truck.

Alderwoman Gazal asked Alex what dollar amounts they have donated to other municipalities. Alex commented that he had allocated up to \$20,000.00 to support other municipalities. They then divided this with the three municipalities equally, which is

approximately \$7,000.00 a municipality. He then commented that they have supported Lockport with \$6,000.00, and Romeoville with \$2,500.00. Alex then emphasized that any events in the future that Crest Hill may have, the Township of Lockport is more than happy to collaborate on.

Mayor Soliman mentioned that the Police Department is having a Neighbors Night Out Event and possibly they would like to reach out and have a table at the event.

Mayor Soliman asked for an informal vote to split 50/50 with Lockport Township for the Shred Event.

Alderman Albert asked for clarification if this is a true partnership with Lockport Township and there will not be anybody's name on it besides Lockport Township Government and the City of Crest Hill. Alex commented that that is correct.

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

NAYES: None.

ABSENT: None.

There will be an official vote on Monday, August 19, 2024.

TOPIC: Proposal from GovHR – Finance Director Position

Interim Administrator Tony Graff commented that they are wanting to move forward and not wait for the Interim Finance Director vacancy. This would be the professional outreach for the cost of \$7,000.00. This is the advertising, recruiting, and then we would do the interviewing that will be chosen by the City Council.

Mayor Soliman asked for an informal vote for a contract in the amount of \$7,000.00 for GovHR for the recruitment proposal for the Finance Director position.

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

NAYES: None.

ABSENT: None.

This will be on the agenda for the Council Meeting on Monday, August 19, 2024.

TOPIC: Resolution Approving the Appointment of Interim Finance Director and Employee Leasing Contract with GovHR Temp

Interim Administrator Tony Graff commented that we are searching for an interim, which they did provide us with a candidate. He commented that the Mayor, Treasurer, and himself met with the candidate. This candidate is not looking for a full-time long-term commitment, possibly three or four months.

Treasurer Glen Conklin commented that her experience was good, she asked good questions and had good answers, and her timeline is good to give us the time to find a permanent Finance Director. The contract would be for three months starting on August 13, 2024, and ending on November 22, 2024.

Alderman Cipiti asked what if a permanent Finance Director is not hired at the end of the contract. Attorney Stiff commented that if it is the standard contract, then the contract

would continue for two-week periods until terminated by either party. Alderman Cipiti then asked who would be the one to terminate it on the city side. Attorney Stiff commented that if it is an appointed position and the Mayor's appointment with the Council approval then it would be at the Mayor's direction to terminate.

Attorney Stiff commented that in the past Attorney Santschi explained the issues with a Council terminating the agreement on a mayoral appointment. He also commented that he is happy to discuss this with anyone in a closed session. Alderperson Oberlin commented that she would like to discuss this since it is disconcerting on the extensions. Alderman Cipiti commented that there have been situations when things were not going very well, and many Council Members wanted to have change but were told it could not happen since it was the mayoral appointment. Treasurer Conklin commented that it is the way the law is set up in the State of Illinois. Attorney Stiff commented that the municipal code provides for removal of appointed officers by the Mayor and once the Council has given consent for the appointment, that person can only be removed pursuant to the terms of the removal statute which is the Mayor's control. He also commented that on the other side of this if the Mayor wanted to remove an appointment that has already received advice and consent of the Council the Council can veto that to block that move, with super majority on that.

Alderwoman Gazal asked if they could discuss the hourly pay for the Interim Finance Director and it was stated that it was in the contract stating that it is \$120.70/hour.

Mayor Soliman asked for an informal vote for the resolution approving the appointment of Interim Finance Director Employee Leasing Contract with GovHR.

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

NAYES: None.

ABSENT: None.

TOPIC: Discussion of Route 66 Tourism Grant Application

Alderman Dyke commented that last year we had missed the grant, since we did not know about it in time. He then commented that it is that time again and the deadline to submit for the grant is Friday, August 16, 2024, at 4:00 p.m. Alderman Dyke stated he spoke with City Engineer Ron Wiedeman about taking over and helping us and he is willing to do that. This grant would cover several projects which will need to be discussed.

Alderman Dyke commented that with this grant we could have the electrical charging stations placed at City Hall for electric cars. He also commented that when they built the new City Hall the electrical lines were put in.

Interim Administrator Graff contacted Heritage Corridor and talked to them regarding the competitive grants, and this is \$300,000.00 with a minimum of \$20,000.00. We have a concept plan for the Memorial Park next door to City Hall and there is some availability to have Route 66 themes at the park and have the charging stations as well.

Interim Administrator Graff commented that the estimated total project cost for the park would be approximately three million dollars if we do the design that we talked about. Lockport Township Park District and the City of Crest Hill have each put aside \$250,000.00 which will help with Phase I. Phase I would be getting all the utilities done, and having the electricity run out there.

Alderwoman Methvin asked who does the grant writing for the City of Crest Hill. Interim Administrator Graff commented that City Engineer Ron Wiedeman does most of the grant writing and the Police Department does their own grant writing.

Alderpersn Oberlin commented that Route 66 was going to be moving to the Route 53 location once it is finalized, and we should not be basing the park on the Route 66 sign since it will be moved to a new location. Attorney Stiff commented that the agreement requires the sign to be in whatever location we determine for the year of the 100th anniversary and we can always move the sign to another location once that term is up.

Alderman Albert commented that if we needed to, we could always get another Route 66 sign. He also clarified that the park is not called Memorial Park it will be City Center Park but if we are going to move forward with that project this Route 66 celebration is the way to go.

TOPIC: Special Event Ordinance and/or Policy

Interim Administrator Graff commented that he placed this on the agenda and needed some more guidance, since he found out the Council had placed a moratorium on the Special Events Ordinance. He thought since there was much discussion about an event being private or public or a partnership there should be more discussion and clarification with the Ordinance designated for Special Events. He then read the Ordinance for Special Events.

Alderpersn Oberlin commented that the Special Events Ordinance was put into place for people coming into the city and not for the City's events.

Administrator Graff commented that the definition has a lot of good language in the ordinance explaining about public and private partnerships. He then asked the Council if we needed a Community Event Ordinance and put in writing what the event is and how it will be supported.

Attorney Stiff recommended following up with other municipalities and seeing how they go about in their municipality handling of their special events.

Alderman Jefferson commented that while doing homework with other municipalities we need to look at some public private partnerships in other municipalities.

PUBLIC COMMENTS:

Stuart Soifer, a resident, asked if last week it was approved to search for a new city manager and was told the Council did not approve to start the search but would start the search in March of 2025. He then asked what the reasoning for that was.

Mayor Soliman commented that the individual from GovHR was here at the meeting and stated that the timing was not the best for that search and suggested to start the search in March with the upcoming election in April and we could most likely have someone in place by the end of May for the City Administrator position and the City Council voted in favor of the GovHR Representatives recommendation.

Stuart asked for the informal vote count for agenda item six. Mayor Soliman commented that item six was for approving the resolution for an Interim Finance Director and all the Council voted in favor of approving the resolution. Stuart then said he meant agenda item five which was the recruitment proposal for GovHR for the Finance Director position and asked what the difference is between the Finance Director position and the City Administrator position. He then asked why you would go through the process searching for a Finance Director now but not go through the process of searching for a City Administrator until March of 2025.

Alderman Methvin commented that the City cannot move forward effectively without a Finance Director.

Alderman Albert commented that we have worked with GovHR/MGT for several years and their recommendation for the City Administrator was to hold off. We have made offers to people who could not commit to that short unknown time and what this Council will look like after the election.

Alderman Jefferson commented that his vote was because he feels the search process has been compromised and he does not feel getting an appointment for the City Administrator at this point and time. He then commented that the Finance Director is different and stated that we are the City of Neighbors but a City that does not work.

Treasurer Conklin commented that they are very different roles. The Finance Director will work with the Council and the City Administrator, and they are not visionary since they do a function, whereas a City Administrator is to develop the Council and Mayor's vision and implement that.

Stuart also asked if there is an update regarding Stateville Prison since it was announced that the prisoners will start being moved. Mayor Soliman commented that we have heard nothing from the Governor's Office, but the prisoners must be moved by September 30, 2024.

Alderman Cipiti asked if we should not wait to be contacted by the State but maybe we should reach out to them for clarification. Mayor Soliman commented that the plan was to move the prisoners by mid-September but now it has been moved to the end of September. Alderman Cipiti then asked how the movement of the prisoners will affect Crest Hill. Mayor Soliman commented that there are about 420 inmates left in Stateville and some will stay in the R&C Center and the rest will be moved out. The impact will be with the sewer and water and the impact will probably be minimal.

Interim Administrator Graff commented that he has calculations of the impact that was done by the engineers, and he will bring that to the next meeting.

MAYOR'S UPDATES:

There were no Mayor's updates.

COMMITTEE/LIAISON UPDATES:

There were no committee/liaison updates.

CITY ADMINISTRATOR UPDATES:

There were no updates.

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

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 MOTION CARRIED.

Executive Session 8:02 p.m.

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

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 MOTION CARRIED.

Reconvened 8:42 p.m.

The meeting was adjourned at 8:43 p.m.

Approved this _____ day of _____, 2024

As presented _____

As amended _____

CHRISTINE VERSHAY-HALL, CITY CLERK

RAYMOND R. SOLIMAN, MAYOR



Agenda Memo

Crest Hill, IL

Meeting Date:	August 19, 2024
Submitter:	Ronald J Wiedeman
Department:	Engineering
Agenda Item:	<p>Award the contract to H Linden & Sons Sewer and Water in the amount of \$733,689.00 for the Wilcox Storm Sewer Improvement and Street Resurfacing.</p> <p>Resolution approving an Agreement for Wilcox Storm Sewer Improvement and Street Resurfacing by and Between the City of Crest Hill, Will County, Illinois and Christopher B. Burke Engineering, Ltd. for an amount of \$50,000.00.</p>

Summary: Bids were advertised and solicited for qualified contractors to provide unit price costs for the Wilcox Storm Sewer Improvement and Street Resurfacing.

The city solicited bids through IDOT's construction bulletin looking for qualified contractors. A total of four (4) local prequalified contractors picked up bids and four (4) submitted bids. The bids were received for the improvement at Crest Hill City Hall until 10:00 AM local time on Thursday, July 25, 2024. Bids were opened and read aloud on Thursday, July 25, 2024, at 10:00 AM in the Council Chambers. The following is a list of the bids received:

Results

- | | |
|--------------------------------------|----------------|
| 1. H. Linden & Sons Sewer and Water. | \$733,716.00 |
| 2. Swallow Construction | \$738,145.71 |
| 3. Austin Tyler Construction Co. | \$824,796.21 |
| 4. Len Cox & Sons Excavating | \$1,038,480.00 |

I have reviewed the quotes and found them to be correct and in order, and I feel that the bids do reflect the market as it exists today.

Staff is requesting that Christopher B. Burke Engineering, Ltd. perform construction inspection on a part-time basis on this project. Tasks they will be doing for the city are inspecting and documenting that the work is being completed according to the plans, review shop drawing and pay requests, attend field meetings, and material testing through a sub-contractor (Seeco, Inc.)

The proposal provided by Christopher B Burke Engineering is for a total amount of \$85,185, but staff is recommending approval up to \$50,000. Staff should be able to handle some of the inspection and paperwork for this project. If staff cannot provide the inspection as needed this will be brought back to the council as a request to increase the fee.

Recommended Council Action:

1. Award the contract to H. Linden & Sons Sewer and Water in the amount of \$733,716.00 for the Wilcox Storm Sewer Improvement and Street Resurfacing.
2. Resolution approving an Agreement for Wilcox Storm Sewer Improvement and Street Resurfacing by and Between the City of Crest Hill, Will County, Illinois and Christopher B. Burke Engineering, Ltd. for an amount of \$50,000.00.

Financial Impact:

Funding Source: General Fund (13)

Budgeted Amount: \$2,050,000.00

Cost: \$783,716.00

Fund 13-Total Budget amount obligated to date: \$1,908,921.00

Attachments:

LOR Wiedeman Bid Award Recommendation_2024_0812

Resolution Wilcox CE

Crest Hill Wilcox Storm Sewer Construction.081224

**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

16221 W. 159th Street Suite 201 Lockport, Illinois 60441 TEL (815) 770-2850

August 12, 2024

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

Attention: Ronald Wiedeman, PE – City Engineer

Subject: City of Crest Hill
Wilcox Street Storm Sewer Improvement Project
(CBBEL No: 200408.00002)
Engineer's Award Recommendation

Dear Mr. Wiedeman:

On Thursday, July 25, 2024 at 10:00 A.M. bids were received and opened for the subject project. Four bids were received for this project. Christopher B. Burke Engineering, Ltd. (CBBEL) has reviewed the contract proposals for the Wilcox Street Storm Sewer Improvement Project and all documents were in compliance with City and contract requirements. This project included a Base Bid and Bid Alternate. The Base Bid included all sewer installation, associated underground work, roadway patching, and parkway restoration. The Bid Alternate included resurfacing all streets within the project limits. The bids have been reviewed and tabulated and are as follows:

Contractor	Base Bid	Alternate #1	Base Bid + Alternate #1
Engineer's Estimate	\$651,400.00	\$83,945.00	\$735,345.00
H. Linden & Sons Sewer and Water	\$627,496.00	\$106,220.00	\$733,716.00
Swallow Construction	\$644,411.51	\$93,734.20	\$738,145.71
Austin Tyler Construction	\$717,997.01	\$106,799.20	\$824,796.21
Len Cox & Sons Excavating	\$902,260.00	\$136,220.00	\$1,038,480.00

It is understood the City would like to award both the Base Bid and Bid Alternate #1. H. Linden & Sons Sewer and Water was the low bidder for the combination of the Base bid and Alternate #1 with a proposal in the amount of \$733,716.00. We have reviewed H. Linden & Sons Sewer and Water's bid documents and found them to be in order.

Therefore, Christopher Burke Engineering, Ltd. recommends awarding the project Base bid and Alternate #1 to H. Linden & Sons Sewer and Water, Inc. in the amount of \$733,716.00.

Enclosed for your reference are the bid tabulation and bid summary. Should you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Alex Schaefer', with a stylized, cursive script.

Alex Schaefer, PE
Project Manager

Wilcox Street Storm Sewer Improvement Project
BID SUMMARY

CBBEL Project No. 200408

Bids Opened: July 25, 2024

CONTRACTOR	BASE BID	BID ALTERNATE 1	BASE BID + ALTERNATE 1
ENGINEER'S ESTIMATE	\$ 651,400.00	\$ 83,945.00	\$ 735,345.00
H. LINDEN & SONS SEWER AND WATER INC.	\$ 627,496.00	\$ 106,220.00	\$ 733,716.00
SWALLOW CONSTRUCTION	\$ 644,411.51	\$ 93,734.20	\$ 738,145.71
AUSTIN TYLER CONSTRUCTION INC.	\$ 717,997.01	\$ 106,799.20	\$ 824,796.21
LEN COX & SONS EXCAVATING	\$ 902,260.00	\$ 136,220.00	\$ 1,038,480.00

Wilcox Street Storm Sewer Improvement Project

Bid Tabulation

CBBEL Project No. 200408

Bids Opened: July 25, 2024

BASE BID				ENGINEER'S ESTIMATE		H. LINDEN & SONS SEWER AND WATER INC.		SWALLOW CONSTRUCTION		AUSTIN TYLER CONSTRUCTION INC.		LEN COX & SONS EXCAVATING	
ITEM NO.	SP	PAY CODE	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
B-1		20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	24	\$ 75.00	\$ 1,800.00	\$ 50.00	\$ 1,200.00	\$ 30.00	\$ 720.00	\$ 55.00	\$ 1,320.00
B-2		20101100	TREE TRUNK PROTECTION	EACH	2	\$ 150.00	\$ 300.00	\$ 200.00	\$ 400.00	\$ 75.00	\$ 150.00	\$ 200.00	\$ 450.00
B-3		20101200	TREE ROOT PRUNING	EACH	2	\$ 150.00	\$ 300.00	\$ 140.00	\$ 280.00	\$ 141.88	\$ 283.76	\$ 150.00	\$ 300.00
B-4	#	20101350	TREE PRUNING (OVER 10 INCH DIAMETER)	EACH	2	\$ 150.00	\$ 300.00	\$ 100.00	\$ 200.00	\$ 170.25	\$ 340.50	\$ 200.00	\$ 400.00
B-5		20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	23	\$ 50.00	\$ 1,150.00	\$ 45.00	\$ 1,035.00	\$ 37.50	\$ 862.50	\$ 34.00	\$ 782.00
B-6		28000510	INLET FILTERS	EACH	20	\$ 200.00	\$ 4,000.00	\$ 180.00	\$ 3,600.00	\$ 200.00	\$ 4,000.00	\$ 185.00	\$ 3,700.00
B-7		30300001	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	24	\$ 50.00	\$ 1,200.00	\$ 45.00	\$ 1,080.00	\$ 25.25	\$ 606.00	\$ 84.00	\$ 2,016.00
B-8		550A2320	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 12"	FOOT	100	\$ 100.00	\$ 10,000.00	\$ 95.00	\$ 9,500.00	\$ 231.50	\$ 23,150.00	\$ 103.00	\$ 10,300.00
B-9		550A2340	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 18"	FOOT	25	\$ 120.00	\$ 3,000.00	\$ 130.00	\$ 3,250.00	\$ 144.00	\$ 3,600.00	\$ 123.00	\$ 3,075.00
B-10		550A2360	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 24"	FOOT	175	\$ 140.00	\$ 24,500.00	\$ 150.00	\$ 26,250.00	\$ 114.00	\$ 19,950.00	\$ 136.00	\$ 23,800.00
B-11		550A2560	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 2 24"	FOOT	836	\$ 150.00	\$ 125,400.00	\$ 150.00	\$ 125,400.00	\$ 130.00	\$ 108,680.00	\$ 136.00	\$ 113,696.00
B-12	#	55100500	STORM SEWER REMOVAL 12"	FOOT	75	\$ 22.00	\$ 1,650.00	\$ 5.00	\$ 375.00	\$ 1.25	\$ 93.75	\$ 26.00	\$ 1,950.00
B-13		55100700	STORM SEWER REMOVAL 15"	FOOT	35	\$ 25.00	\$ 875.00	\$ 5.00	\$ 175.00	\$ 1.25	\$ 43.75	\$ 28.00	\$ 980.00
B-14		55101200	STORM SEWER REMOVAL 24"	FOOT	340	\$ 30.00	\$ 10,200.00	\$ 20.00	\$ 6,800.00	\$ 1.25	\$ 425.00	\$ 32.00	\$ 10,880.00
B-15		56300100	ADJUSTING SANITARY SEWERS, 8-INCH DIAMETER OR LESS	FOOT	50.00	\$ 80.00	\$ 4,000.00	\$ 55.00	\$ 2,750.00	\$ 50.00	\$ 2,500.00	\$ 137.00	\$ 6,850.00
B-16		60200105	CATCH BASINS, TYPE A, 4-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	2	\$ 4,000.00	\$ 8,000.00	\$ 4,000.00	\$ 8,000.00	\$ 3,050.00	\$ 6,100.00	\$ 3,445.00	\$ 6,890.00
B-17		60206905	CATCH BASINS, TYPE C, TYPE 1 FRAME, OPEN LID	EACH	3	\$ 2,500.00	\$ 7,500.00	\$ 4,000.00	\$ 12,000.00	\$ 2,875.00	\$ 8,625.00	\$ 1,910.00	\$ 5,730.00
B-18		60207605	CATCH BASINS, TYPE C, TYPE 8 GRATE	EACH	2	\$ 2,500.00	\$ 5,000.00	\$ 4,000.00	\$ 8,000.00	\$ 2,725.00	\$ 5,450.00	\$ 1,770.00	\$ 3,540.00
B-19	#	60221000	MANHOLES, TYPE A, 5-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	1	\$ 6,000.00	\$ 6,000.00	\$ 5,000.00	\$ 5,000.00	\$ 6,075.00	\$ 6,075.00	\$ 4,820.00	\$ 4,820.00
B-20		60221100	MANHOLES, TYPE A, 5-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	7	\$ 6,000.00	\$ 42,000.00	\$ 5,000.00	\$ 35,000.00	\$ 6,100.00	\$ 42,700.00	\$ 5,130.00	\$ 35,910.00
B-21	#	60234200	INLETS, TYPE A, TYPE 1 FRAME, OPEN LID	EACH	3	\$ 2,000.00	\$ 6,000.00	\$ 2,000.00	\$ 6,000.00	\$ 1,300.00	\$ 3,900.00	\$ 1,630.00	\$ 4,890.00
B-22		67100100	MOBILIZATION	L SUM	1	\$ 20,000.00	\$ 20,000.00	\$ 5,000.00	\$ 5,000.00	\$ 30,000.00	\$ 30,000.00	\$ 33,000.00	\$ 33,000.00
B-23	#	78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	45	\$ 40.00	\$ 1,800.00	\$ 100.00	\$ 4,500.00	\$ 135.00	\$ 6,075.00	\$ 38.00	\$ 1,710.00
B-24	#	X0322917	PROPOSED STORM SEWER CONNECTION TO EXISTING MANHOLE	EACH	1.00	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00	\$ 1,015.00	\$ 1,015.00	\$ 2,580.00	\$ 2,580.00
B-25	#	X0325405	FILL EXISTING STORM SEWERS	CU YD	60	\$ 350.00	\$ 21,000.00	\$ 200.00	\$ 12,000.00	\$ 180.25	\$ 10,815.00	\$ 676.00	\$ 40,560.00
B-26	#	X0326862	STRUCTURES TO BE ADJUSTED	EACH	1	\$ 600.00	\$ 600.00	\$ 500.00	\$ 500.00	\$ 465.00	\$ 465.00	\$ 514.00	\$ 514.00
B-27	#	X0840000	SANITARY SEWER REMOVAL 8"	FOOT	96	\$ 25.00	\$ 2,400.00	\$ 1.00	\$ 96.00	\$ 0.50	\$ 48.00	\$ 43.00	\$ 4,128.00
B-28	#	X2080250	TRENCH BACKFILL, SPECIAL	CU YD	1085	\$ 40.00	\$ 43,400.00	\$ 48.00	\$ 52,080.00	\$ 39.50	\$ 42,857.50	\$ 64.00	\$ 69,440.00
B-29	#	X2130010	EXPLORATION TRENCH, SPECIAL	FOOT	50	\$ 60.00	\$ 3,000.00	\$ 21.00	\$ 1,050.00	\$ 16.00	\$ 800.00	\$ 128.00	\$ 6,400.00
B-30	#	X6026050	SANITARY MANHOLES TO BE ADJUSTED	EACH	1	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 775.00	\$ 775.00	\$ 1,646.00	\$ 1,646.00
B-31	#	X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	\$ 18,000.00	\$ 18,000.00	\$ 54,000.00	\$ 54,000.00	\$ 65,000.00	\$ 65,000.00	\$ 8,000.00	\$ 8,000.00
B-32	#	XX001386	SANITARY SEWER, PVC, 8"	FOOT	96	\$ 175.00	\$ 16,800.00	\$ 150.00	\$ 14,400.00	\$ 135.00	\$ 12,960.00	\$ 100.00	\$ 9,600.00
B-33	#	XX002260	STRUCTURES TO BE REMOVED	EACH	11	\$ 650.00	\$ 7,150.00	\$ 300.00	\$ 3,300.00	\$ 250.00	\$ 2,750.00	\$ 967.00	\$ 10,637.00
B-34	#	Z0013798	CONSTRUCTION LAYOUT	L SUM	1	\$ 10,000.00	\$ 10,000.00	\$ 6,000.00	\$ 6,000.00	\$ 1,825.00	\$ 1,825.00	\$ 14,000.00	\$ 14,000.00
B-35	#	N/A	CLASS D PATCHES, SPECIAL, 6 INCH	SQ YD	1025	\$ 60.00	\$ 61,500.00	\$ 59.00	\$ 60,475.00	\$ 51.00	\$ 52,275.00	\$ 58.00	\$ 59,450.00
B-36	#	N/A	COMBINATION CONCRETE CURB & GUTTER REMOVAL & REPLACEMENT (SPECIAL)	FOOT	675	\$ 55.00	\$ 37,125.00	\$ 51.00	\$ 34,425.00	\$ 40.65	\$ 27,438.75	\$ 63.00	\$ 42,525.00
B-37	#	N/A	EXISTING SEWER INVESTIGATION - EXPLORATORY EXCAVATION	FOOT	50	\$ 100.00	\$ 5,000.00	\$ 40.00	\$ 2,000.00	\$ 75.00	\$ 3,750.00	\$ 257.00	\$ 12,850.00
B-38	#	N/A	EXISTING SEWER INVESTIGATION - SEWER HEAVY CLEANING	FOOT	350	\$ 10.00	\$ 3,500.00	\$ 20.00	\$ 7,000.00	\$ 5.20	\$ 1,820.00	\$ 20.00	\$ 7,000.00
B-39	#	N/A	EXISTING SEWER INVESTIGATION - SEWER REMOVAL, 18" TO 24"	FOOT	50	\$ 50.00	\$ 2,500.00	\$ 100.00	\$ 5,000.00	\$ 59.50	\$ 2,975.00	\$ 128.00	\$ 6,400.00
B-40	#	N/A	EXISTING SEWER INVESTIGATION - SEWER TELEVISION	FOOT	550	\$ 20.00	\$ 11,000.00	\$ 10.00	\$ 5,500.00	\$ 6.25	\$ 3,437.50	\$ 20.00	\$ 11,000.00
B-41	#	N/A	HOT-MIX ASPHALT DRIVEWAY REMOVAL & REPLACEMENT, 4"	SQ YD	85	\$ 55.00	\$ 4,675.00	\$ 55.00	\$ 4,675.00	\$ 92.75	\$ 7,883.75	\$ 110.00	\$ 9,350.00
B-42	#	N/A	MISCELLANEOUS ADDITIONS TO PROJECT AT CITY'S DISCRETION	UNIT	30000	\$ 1.00	\$ 30,000.00	\$ 1.00	\$ 30,000.00	\$ 1.00	\$ 30,000.00	\$ 1.00	\$ 30,000.00
B-43	#	N/A	PARKWAY RESTORATION - SODDING	SQ YD	850	\$ 17.00	\$ 14,450.00	\$ 25.00	\$ 21,250.00	\$ 25.00	\$ 21,250.00	\$ 30.00	\$ 25,500.00
B-44	#	N/A	PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL AND REPLACEMENT (HI-EARLY STRENGTH)	SQ YD	23	\$ 125.00	\$ 2,875.00	\$ 100.00	\$ 2,300.00	\$ 144.00	\$ 3,312.00	\$ 145.00	\$ 3,335.00
B-45	#	N/A	PORTLAND CEMENT CONCRETE SIDEWALK REMOVAL & REPLACEMENT, 5"	SQ FT	40	\$ 20.00	\$ 800.00	\$ 50.00	\$ 2,000.00	\$ 26.50	\$ 1,060.00	\$ 14.00	\$ 560.00
B-46	#	N/A	PRIVATE PROPERTY RESTORATION - HOT-MIX ASPHALT DRIVEWAY REMOVAL & REPLACEMENT	SQ YD	410	\$ 55.00	\$ 22,550.00	\$ 58.00	\$ 23,780.00	\$ 82.00	\$ 33,620.00	\$ 111.00	\$ 45,510.00
B-47	#	N/A	PRIVATE PROPERTY RESTORATION - PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL	SQ YD	10	\$ 125.00	\$ 1,250.00	\$ 150.00	\$ 1,500.00	\$ 144.00	\$ 1,440.00	\$ 136.00	\$ 1,360.00
B-48	#	N/A	PRIVATE PROPERTY RESTORATION - SODDING	SQ YD	175	\$ 17.00	\$ 2,975.00	\$ 40.00	\$ 7,000.00	\$ 25.25	\$ 4,418.75	\$ 30.00	\$ 5,250.00
B-49	#	N/A	RECORD DRAWINGS	LSUM	1	\$ 3,000.00	\$ 3,000.00	\$ 4,000.00	\$ 4,000.00	\$ 1,800.00	\$ 1,800.00	\$ 3,760.00	\$ 3,760.00
B-50	#	N/A	STORM SEWERS, PVC, 12"	FOOT	7	\$ 125.00	\$ 875.00	\$ 200.00	\$ 1,400.00	\$ 220.00	\$ 1,540.00	\$ 149.00	\$ 1,043.00
B-51	#	N/A	SUMP LINE 4"	FOOT	10	\$ 50.00	\$ 500.00	\$ 40.00	\$ 400.00	\$ 100.00	\$ 1,000.00	\$ 75.00	\$ 750.00
B-52	#	N/A	TEMPORARY STONE	LSUM	1	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00	\$ 30,000.00	\$ 30,000.00	\$ 0.01	\$ 0.01
B-53	#	N/A	WATER SERVICE LINE ADJUSTMENT	EACH	7	\$ 4,500.00	\$ 31,500.00	\$ 10.00	\$ 70.00	\$ 250.00	\$ 1,750.00	\$ 1,130.00	\$ 7,910.00
TOTAL						\$651,400.00		\$ 627,496.00		\$ 644,411.51		\$ 717,997.01	
												\$ 902,260.00	

Wilcox Street Storm Sewer Improvement Project

Bid Tabulation

CBBEL Project No. 200408

Bids Opened: July 25, 2024

BID ALTERNATE 1						ENGINEER'S ESTIMATE		H. LINDEN & SONS SEWER AND WATER INC.		SWALLOW CONSTRUCTION		AUSTIN TYLER CONSTRUCTION INC.		LEN COX & SONS EXCAVATING	
ITEM NO.	SP	PAY CODE	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
A1-1		40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	1920	\$1.00	\$ 1,920.00	\$ 1.00	\$ 1,920.00	\$ 0.01	\$ 19.20	\$ 0.01	\$ 19.20	\$ 1.00	\$ 1,920.00
A1-2		40604060	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	500	\$95.00	\$ 47,500.00	\$ 125.00	\$ 62,500.00	\$ 105.50	\$ 52,750.00	\$ 139.00	\$ 69,500.00	\$ 150.00	\$ 75,000.00
A1-3		44000156	HOT-MIX ASPHALT SURFACE REMOVAL, 1 3/4"	SQ YD	4250	\$2.50	\$ 10,625.00	\$ 5.00	\$ 21,250.00	\$ 4.00	\$ 17,000.00	\$ 3.00	\$ 12,750.00	\$ 4.20	\$ 17,850.00
A1-4		78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	96	\$25.00	\$ 2,400.00	\$ 50.00	\$ 4,800.00	\$ 65.00	\$ 6,240.00	\$ 15.00	\$ 1,440.00	\$ 75.00	\$ 7,200.00
A1-5	#	X6026050	SANITARY MANHOLES TO BE ADJUSTED	EACH	1	\$1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 775.00	\$ 775.00	\$ 1,640.00	\$ 1,640.00	\$ 1,500.00	\$ 1,500.00
A1-6	#	X6030310	FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)	EACH	10	\$1,100.00	\$ 11,000.00	\$ 200.00	\$ 2,000.00	\$ 465.00	\$ 4,650.00	\$ 1,275.00	\$ 12,750.00	\$ 1,250.00	\$ 12,500.00
A1-7	#	N/A	CLASS D PATCHES, SPECIAL, 6 INCH	SQ YD	150	\$60.00	\$ 9,000.00	\$ 85.00	\$ 12,750.00	\$ 82.00	\$ 12,300.00	\$ 58.00	\$ 8,700.00	\$ 135.00	\$ 20,250.00
TOTAL						\$	\$ 83,945.00		\$ 106,220.00		\$ 93,734.20		\$ 106,799.20		\$ 136,220.00

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN AGREEMENT FOR WILCOX STREET STORM
SEWER PROJECT BY AND BETWEEN THE CITY OF CREST HILL, WILL COUNTY,
ILLINOIS AND CHRISTOPHER B. BURKE, LTD**

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, Christopher B Burke, Ltd. (the "COMPANY"), is an entity that is in the business of providing Professional Services, for the Wilcox Street storm sewer project (the "Services"); and

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

WHEREAS, City Staff have negotiated an AGREEMENT FOR Wilcox Street Storm Sewer Improvement (the "Agreement") with the Company for the purposes of engaging the Company to perform the Services (a copy of the Agreement is attached hereto as Exhibit A and fully incorporated herein); and

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

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

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

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

SECTION 2: AGREEMENT APPROVED. The City Council hereby finds and declares that the conditions, terms, and provisions of this Agreement (Exhibit A) in the amount of \$50,000.00 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 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 19TH DAY AUGUST, 2024.

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

APPROVED THIS 19TH DAY OF AUGUST 2024.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

EXHIBIT A



EXHIBIT A

Item 5.

CHRISTOPHER B. BURKE ENGINEERING, LTD.

16221 W. 159th Street Suite 201 Lockport, Illinois 60441 TEL (815) 770-2850

August 13, 2024

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

Attention: Ron Wiedeman, PE – City Engineer

Subject: Proposal for Professional Construction Engineering Services
Wilcox Street Storm Sewer
Crest Hill, Illinois

Dear Mr. Wiedeman:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to provide this proposal for professional construction engineering services for the Wilcox Street Storm Sewer in the City of Crest Hill. Included in this proposal are our Understanding of the Assignment, Scope of Work and Estimated Fee.

UNDERSTANDING OF THE ASSIGNMENT

The scope of this proposal includes preconstruction services and part time construction observation for the construction of approximately 1,000-feet of new 24-inch storm sewer on Wilcox Street from Stern Avenue to Ludwig Avenue, including new drainage structures and the abandonment of an existing storm sewer. CBBEL understands that prior to abandoning the existing storm sewer, the location needs to be verified by either exploratory excavation and/or televising, which will be the responsibility of the Contractor. Restoration efforts will include Curb and Gutter Removal and Replacement, Pavement Patching parkway restoration, roadway resurfacing, and all incidental and collateral work necessary to complete the improvement as shown in the plans and specifications developed by CBBEL.

The project will utilize 100% Local funds. We understand that the work should begin in the Fall of 2024 and that underground utility installation, hot-mix asphalt pavement items, concrete installation and punch list/corrective work shall be completed by November 29, 2024. Sodding, hot-mix asphalt surface removal, hot mix asphalt surface, and pavement markings shall be completed by May 30, 2025.

CBBEL further understands that construction observation of this job shall be a part-time service and anticipates that a majority of the engineering services included in this proposal will occur during existing utility exploration and proposed storm sewer installation. All services are to be coordinated by the City of Crest Hill.

SCOPE OF WORK

CBBEL proposes the following scope of Part-time engineering services to complete the Wilcox Street Storm Sewer Project.

Task 1 – Pre-Construction Services

- Attend pre-construction conference and prepare and circulate minutes.
- Review Contractor's construction schedule for compliance with contract documents.
- Attend any public meetings with concerned residents, if requested. Coordinate initial project notices with impacted stakeholders.
- Review preliminary construction layout in the field and identify potential conflicts.

Task 2 – Submittal Review and Technical Design Support

CBBEL will receive, track, review submittals for compliance with the contract documents, return submittals to the Contractor, and request a re-submittal if not approved. CBBEL will review the Contractor's suggestions for modifications to the drawings and specifications and provide a recommendation to the City.

Task 3 – Construction Observation

CBBEL will provide one part-time Resident Engineer for the duration of the Project as requested by the City. For the purposes of establishing our proposed not-to-exceed fee, we have assumed 5 weeks (40 hours a week) of full-time observation during existing utility exploration and storm sewer installation. Following completion of underground utility work, CBBEL anticipates that our involvement will reduce to approximately 12 hours a week for 10 weeks (8 in the fall, 2 in the spring) until completion of the project.

Construction observation will include the following tasks:

- Observe the progress and quality of the executed work and determine if the work is proceeding in accordance with the Contract Documents. The Engineer will keep the City informed of the progress of the work, guard the City against defects and deficiencies in the work, advise the City of all observed deficiencies of the work, and advise when the City should disapprove or reject all work failing to conform to the Contract Documents.
- Serve as the City's liaison with the Contractor working principally through the Contractor's field superintendent.
- Assist Contractor in dealing with any outside agencies.
- Attend construction conferences. Arrange a schedule of progress meetings and other job conferences as required. Maintain and circulate copies of records of the meetings.
- Review the Contractor's schedule on a weekly basis and compare actual progress to Contractor's approved schedule. If the project falls behind schedule, work with the Contractor to determine the appropriate course of action to get back on schedule.
- Maintain orderly files for correspondence, reports of job conferences, shop drawings and other submissions, reproductions or original contract documents including all addenda, change orders, and additional drawings issued subsequent to the award of the contract.
- Record the names, addresses and phone numbers of all contractors, subcontractors and major material suppliers in the diary.
- Check the Contractor's layout at regular intervals.
- Prepare payment requisitions and change orders for the City's approval, review applications for payment with the Contractor for compliance with established procedures for their submission and forward them with recommendations to the City.
- Except upon written instructions of the City, the Resident Engineer or Inspector shall not authorize any deviation from the Contract Documents.

- Determine if the project has been completed in accordance with the Contract Documents and that the Contractor has fulfilled all of his obligations.
- Schedule Quality Assurance site testing for HMA and PCC materials used on the project.

Task 4 – Post-Construction

- Prior to final inspection, submit to the Contractor a list of observed items requiring correction and verify that each correction has been made.
- Coordinate and conduct the final inspection with the City. Prepare a final punchlist.
- Verify that all the items on the final punchlist have been corrected and make recommendations to the City concerning acceptance.
- Review construction record drawings for completeness prior to submission to City for further processing.

Task 5 – Material Testing (by others)

Material Testing and Inspection will be provided by our subconsultant Seeco, Inc. Services will include:

- Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of IDOT and promptly submit reports on forms prepared by said Bureau.
- Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of IDOT, and promptly submit reports on forms prepared by said Bureau.
- All compaction tests as required by the specifications and report promptly the same on forms prepared by the Bureau of Materials and Physical Research.
- Quality and sieve analyses on local aggregates to see that they comply with the specifications contained in the contract.
- Inspection of all materials and submit inspection reports to the City in accordance with the policies of IDOT when inspection is not provided at the sources by the Bureau of Materials and Physical Research of IDOT.

Direct Costs (Vehicle Usage)

Vehicle usage: 49 days at \$65/day.

Please note that for any of the observation tasks with CBBEL may be performing, the Contractor(s) shall be informed that neither the presence of CBBEL field staff nor the observation and testing (if any) by our firm or subconsultant of our firm shall excuse the Contractor in any way for defects discovered in the work. It should be understood that CBBEL will not be responsible for any job and site safety on this project; job and site safety shall be the sole responsibility of the Contractor(s). CBBEL does not have the right to stop work and will not advise nor supervise the Contractor(s) means and methods of their work.

ESTIMATE OF FEE

We have determined the following fees for each of the tasks described in this proposal.

Task	Fee
Task 1 – Pre-Construction Services	\$ 4,560
Task 2 – Submittal Review & Design Support	\$ 3,040
Task 3 – Construction Observation	\$ 60,800
Task 4 – Post-Construction	\$ 7,600
Task 5 – Material Testing (Seeco, Inc.)	\$ 6,000
Direct Costs	\$ 3,185

TOTAL NOT-TO-EXCEED FEE: \$ 85,185

We will bill you at the hourly rates specified on the attached Schedule of Charges. We will establish our contract in accordance with the attached previously agreed to General Terms and Conditions. Direct costs for blueprints, photocopying, mailing, overnight delivery, messenger services and report compilation are not included in the Fee Estimate. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. It should be emphasized that any requested additional services that are not included in the preceding Fee Estimate will be billed at the attached hourly rates.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,



Michael E. Kerr, PE
President

Encl. Schedule of Charges
Crest Hill General Terms and Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES AND GENERAL TERMS AND CONDITIONS
ACCEPTED FOR CITY OF CREST HILL:

BY: _____
TITLE: _____
DATE: _____

**CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
EFFECTIVE JANUARY 1, 2024 THROUGH DECEMBER 31, 2024**

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Engineer VI	275
Engineer V	235
Engineer IV	200
Engineer III	175
Engineer I/II	155
Survey V	240
Survey IV	220
Survey III	200
Survey II	160
Survey I	135
Engineering Technician V	215
Engineering Technician IV	190
Engineering Technician III	140
Engineering Technician I/II	125
CAD Manager	210
CAD II	155
GIS Specialist III	175
Landscape Architect	200
Landscape Designer III	155
Landscape Designer I/II	120
Environmental Resource Specialist V	235
Environmental Resource Specialist IV	190
Environmental Resource Specialist III	150
Environmental Resource Specialist I/II	125
Environmental Resource Technician	140
Business Operations Department	160
Engineering Intern	75
<u>Direct Costs</u>	
Outside Copies, Blueprints, Messenger, Delivery Services, Mileage	Cost + 12%

*Charges include overhead and profit

These rates are in effect until December 31, 2024, at which time they will be subject to change.

CHRISTOPHER B. BURKE ENGINEERING, LTD.
GENERAL TERMS AND CONDITIONS WITH THE CITY OF CREST HILL

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.
Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.
2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.
Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.
3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall

immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order.

Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine-readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

The Engineer ~~also~~ reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and

against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary. For the purposes of this Agreement, the parties acknowledge that such information shall be confidential and proprietary and shall not be used by Engineer for any purpose without Client's written consent.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. Compliance With Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.
10. Indemnification: Engineer shall indemnify and hold harmless Client from loss or expense, including reasonable attorney's fees for claims for personal injury (including

death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error or omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

The validity, construction and interpretation of this Agreement shall be governed by the laws of the State of Illinois without regard to the conflict of law provisions. The parties hereto irrevocably agree that all actions or proceedings in any way, manner or respect arising out of or from or related to this Agreement shall be only litigated in the Circuit Court, Twelfth Judicial Circuit, Will County, Illinois. Each party hereby consents and submits to personal jurisdiction in the State of Illinois and waives any right such party may have to transfer the venue of any such action of proceeding.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments, or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".
17. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by

Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.

21. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed

operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.
26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Payment shall be made by the Client according to the terms and provisions of the Illinois Prompt Payment Act, Engineer will provide to the Client a detailed statement of tasks performed by it and reimbursement for expenses, if any. The maximum interest rate under this Section shall be the amount set forth in the Act.

Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith.

Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client.

27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the **Illinois** Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that **Illinois** law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third-party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. **Job Site Safety/Supervision & Construction Observation:** The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal, or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.

Revised 121222

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Agenda Memo**Crest Hill, IL**

Meeting Date:	08-19-2024
Submitter:	Police Chief Edward Clark
Department:	Police Department
Agenda Item:	Approval request of Special Event Police Services Agreement with the Crest Hill Lions Club

Summary: The Crest Hill Lions Club is hosting their annual “Lions Luau” at St. Joes Park in Joliet. They are requesting two officers with two vehicles from 7 pm until 10 pm. This item was discussed previously at work session. The Police Department is asking for formal approval.

Recommended Council Action: Approval of the Special Event Police Services Contract with the Crest Hill Lions Club

Financial Impact: None

Funding Source:

Budgeted Amount:

Cost: None

Attachments: Special Event Police Services Contract

SPECIAL EVENT POLICE SERVICES AGREEMENT

This Agreement ("Agreement") is made this 19th 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 CREST HILL LIONS CLUB ("ORGANIZATION") located at 2413 DURNESSE CT, CREST HILL, Illinois (collectively, the "Parties").

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

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

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

WHEREAS, the ORGANIZATION desires to contract with the CITY to provide law enforcement services and assist in providing for safety, security and order for its event on SUNDAY, SEPT. 1, 2024 (date) at ST. JOES PARK, JOLIET, IL (location) from 7:00PM to 10:00PM (time) ("Special Event"); and

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

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

1. SERVICES:

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

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

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

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

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

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

One Officer without Vehicle:

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

By: 
NATE ALBERT

08/03/2024
Date

Its: CLUB ADMINISTRATOR



Agenda Memo

Crest Hill, IL

Meeting Date:	08-19-2024
Submitter:	Police Chief Edward Clark
Department:	Police Department
Agenda Item:	Ratification of Signed Intergovernmental Agreement for the Provision of Services and Aid in Preparation for and During the Democratic national Convention Meeting in Chicago

Summary: The Crest Hill Police Department is a part of the ILEAS (Region3 Central) mobile field force team, which among many things, supply resources and trained police personnel to areas in emergencies, natural disasters, large gatherings or potential civil unrest. The region in which we participate has been deployed to the Democratic National Convention to assist in assuring the safety and security of those participating.

The City of Chicago requires those assisting to enter into an Intergovernmental Agreement before the event. This was reviewed by our attorney and discussed with Council last week. The Police Department is requesting formal ratification of this IGA, which was signed by Mayor Soliman on Thursday, August 15, 2024.

Recommended Council Action: Ratification of Intergovernmental Agreement

Financial Impact: None

Funding Source:

Budgeted Amount:

Cost: None

Attachments: Intergovernmental Agreement for the Provision of Services and Aid in Preparation for and During the Democratic national Convention Meeting in Chicago

**Intergovernmental Cooperation Agreement
for the Provision of Services and Aid
in Preparation for and During
the Democratic National Convention Meeting in Chicago**

This Intergovernmental Cooperation Agreement (the "**Agreement**") is made as of this _____ day of August, 2024 (the "**Effective Date**") by and between the City of Chicago, Illinois (the "**City**"), an Illinois municipal corporation and home rule unit of local government acting through its Chicago Police Department ("**CPD**"), the Illinois Law Enforcement Alarm System ("**ILEAS**"), and those governmental entities listed on the attached Exhibit A (individually, "**Agency**", and collectively, "**Agencies**"). Individually, the City, ILEAS and the Agency are also defined in this Agreement from time-to-time as a "**Party**" and collectively as the "**Parties**".

RECITALS:

A. The City has been designated as the host city for the 2024 Democratic National Convention by the DNC Services Corp., a District of Columbia nonprofit corporation ("DNC"), to be held August 19-22, 2024, at the United Center located at 1901 W. Madison Street, Chicago, Illinois 60612. There will also be related activities at McCormick Place convention center and other venues throughout the City. The meeting and related activities are collectively defined as the "**Convention**".

B. The Convention has been classified by the federal government as a National Special Security Event ("**NSSE**"), for which the United States Secret Service ("USSS") is the authorized lead agency for the design and implementation of the official operational security plan ("Security Plan").

C. CPD is responsible for coordinating local law enforcement efforts in support of the Convention. In this role, CPD seeks to promote the safety and welfare of all Convention participants and members of the public, while enabling individuals to exercise their constitutional rights.

D. The City seeks to procure the assistance of up to 320 additional licensed police officers to assist with the protection of certain areas of the City of Chicago and provide services required for the NSSE during the period of August 16-23, 2024 (the "**Convention Period**") for the Democratic National Convention. Specifically, the City requests that Agencies provide officers to secure delegate buses from August 16th through August 23rd, 2024.

E. At the request of the City, ILEAS is willing to coordinate the acquisition of LPOs and/or public safety personnel and equipment provided by Agencies.

F. Agencies are each, in their individual respective capacities and not jointly, willing to provide police officers identified in Exhibit C ("LPO") to assist the City with providing public safety-related aid and assistance for the duration of the Convention Period.

G. Pursuant to an ordinance passed by the City Council on October 4, 2023 and April

19, 2024, and published in the Journal for such date at pages 3562-3567 and 10844-10847, respectively, the City appropriated an award of grant funds that will be used to support law enforcement related activities associated with the Convention. The Grant Agreement is attached as Exhibit D.

H. The City has established various staging areas on City and non-City property and CPD and Agency will have access to and will be using these areas for staging and deployment.

I. The governmental entities shown on Exhibit A each have, and represents that each have, the authority to enter into this Agreement on their own behalf and the authority to provide the benefits and services that it is to provide under this Agreement.

J. ILEAS is a Public Agency of the State of Illinois created by various local law enforcement agencies throughout the State of Illinois pursuant to the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.).

K. ILEAS has, and represents to the other Parties to this Agreement that it has, the authority to enter into this Agreement on its own behalf and the authority to provide the benefits and services that it is to provide under this Agreement.

L. The governmental entities shown on Exhibit A are not acting jointly with or for any other entity shown on Exhibit A.

M. Authority for the Superintendent of CPD to execute and perform the City's obligations under this Agreement was granted pursuant to 2-84-053 of the Municipal Code of Chicago.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained in this Agreement, and the benefits that each Party will derive from their joint participation, the Parties hereby agree as follows:

AGREEMENT:

ARTICLE ONE: INCORPORATION OF RECITALS

The recitals stated above are an integral part of this Agreement and are hereby incorporated into this Agreement by reference and made part of this Agreement.

ARTICLE TWO: ILEAS RESPONSIBILITIES

2.01 Services to be provided and Actions to be taken by ILEAS. ILEAS shall:

- i. Upon learning of the number of LPOs needed by City for the Convention during the Convention Period, contact governmental entities with which it has a relationship to use its best efforts to attempt to arrange the provision of the desired number of LPOs requested by the City and obtain commitments from such governmental entities for the provision of such LPOs. The services of the LPOs

will be directly provided to the City by the Agencies under the command of the CPD's Commanding Officer (as defined below). ILEAS has no direct control over any of the Agencies' LPOs. ILEAS does not and will not supervise or command the LPOs of the Agencies and ILEAS does not make arrest determinations or use of force decisions. ILEAS has been granted, by each of the Agencies individually, the responsibility and authority only to help to obtain the manpower desired by the City and to logistically support this Agreement;

ii. as required by CPD provide coordinating support relative to the Agencies and the LPOs;

iii. provide liaison, communication and organizational support between CPD and the Agencies for time periods before, during and after the Convention Event Period;

iv. provide, pursuant to this Agreement, a centralized point of contact for CPD during the Convention and a centralized billing process for compensation issues during and after the Convention;

v. comply with all applicable local, state or federal laws and requirements pertaining to compilation, maintenance and disclosure of personal, personnel, employment, criminal justice, medical or health records or data including, but not limited to, the federal Freedom of Information Act and the Health Insurance Portability and Accountability Act of 1996, regardless of whether those records or data are maintained in hardcopy, printed, digital or electronic format. ILEAS agrees to provide prior notice to City of any request for and/or release, transmission, or disclosure of information associated with or generated as a result of the work performed under this Agreement; and

vi. maintain all records necessary to document ILEAS' rights to compensation under this Agreement.

ARTICLE THREE: AGENCY RESPONSIBILITIES

3.01. Agency LPOs to Participate in Training. Upon reasonable advance written notification from the CPD, Agency LPOs shall participate in Convention training activities that are coordinated or conducted by the CPD or its designee, and in conformance with the deadlines specified by CPD. For purposes of this Agreement, training activities will be classroom based training occurring on August 16-18, 2024.

3.02. Agency LPOs to Provide Services. Upon reasonable advance written notification from the CPD to the Agency, each Agency LPO shall provide services assigned by the CPD during the Convention Period. Services provided by Agency LPOs shall be limited to assignments in which Agency LPOs are already experienced or trained and for which they are licensed or certified to do in accordance with state and local laws of Agency. Assignment of duties to Agency LPOs shall be determined solely by CPD and may comprise all aspects of law enforcement including, but not limited to traffic control, security detail and crowd control

3.03. Agency LPOs "On Duty". Agency LPOs shall be placed in an **"on duty"** status in which the LPO is physically near a specified Convention location within the City of Chicago or the County of Cook, so as to be able to physically report in a timely manner to such duty post assigned by the CPD and be prepared to undertake the specific assignment.

3.04. Agency LPOs to Participate in "After Action Activities". At the request of the CPD, Agency shall participate in and/or provide information to and otherwise cooperate with the CPD in any **"after action activities"** following the conclusion of the Convention Period. Such participation may include debriefings of information and experiences, completion of surveys and questionnaires and assisting and/or participating in any civil and/or criminal legal proceedings.

3.05. Agency to Provide Information. Agency agrees to cooperate with and provide the City with any other information reasonably requested by the City that the City deems necessary to facilitate and enable compliance with the terms and conditions contained in this Agreement. By way of illustration only, such cooperation and information may include, but not be limited to, the Agency's timely completion and production of information required for insurance or audit purposes.

3.06. Agency Contacts. Agency has designated the following contacts for operational and administrative purposes under this Agreement:

Contact

See Exhibit A

3.07. Agency LPOs Names to be Sent to CPD. Agency will provide to the CPD a list of all Agency LPOs that Agency intends to provide under this Agreement within 5 days of signing this Agreement or by August 5, 2024, whichever occurs later. Changes may be made to this list subsequent to this deadline only with the City's prior approval.

3.08. Agency LPO Criteria. Each of the Agency LPOs provided by Agency shall meet the following criteria:

- i. Each LPO must be duly licensed or certified as a licensed police officer or equivalent by the State of Illinois.
- ii. Each LPO, by reason of experience, training and physical fitness, shall be qualified and capable of performing the duties required of an active duty licensed or certified police officer assigned to an event of the Convention's size and scope; and
- iii. Each LPO shall have been employed as a licensed police officer for a minimum of two (2) years in the United States; and
- iv. Each LPO must be an officer in good standing with the Agency. Throughout the term of this Agreement, the Agency shall promptly notify the CPD in the event that any LPO is no longer an officer in good standing with the Agency and the Agency shall remove the LPO from the list of

Agency LPOs; and

- v. No LPO may be an individual that: (i) has been sued in an individual capacity in the last three (3) years and adjudicated as liable for violations of the first amendment of the U. S. Constitution, or (ii) has any sustained complaints for the use of excessive, unreasonable or unnecessary force within the last five (5) years.

3.09. LPO Equipment. Each of the LPOs being provided shall be equipped and/or supplied by Agency at Agency's own expense, with a seasonally appropriate patrol uniform and equipment, including but not limited to: service belts, service weapon and personal soft ballistic body armor as required to be worn by the LPO while on duty for the Agency.

3.10. CPD Can Decline LPO. At any time during the term of this Agreement, CPD has the sole discretion to decline assignment or deployment of any LPO to the Convention at any time without cause or explanation.

3.11. Agency Judgment and Priorities. Agency will exercise its best efforts to provide those LPO's set forth herein to assist the CPD with the Convention during the Convention Period. However, the Parties recognize that resource availability requires Agency to exercise its best judgment in prioritizing and responding to the public safety needs of its own jurisdiction. That prioritization decision belongs solely to Agency and Agency may recall its LPOs in accordance with the termination procedures set forth in Section 12 of this Agreement.

3.12. Agency Responsible for Costs. Except as set forth in Articles Five and Six, Agency shall be responsible for all costs associated with providing LPO assistance that are not explicitly assumed by City as stated in this Agreement and authorized in writing. Nothing in this Section shall prohibit authorized representatives of the City and Agency from agreeing in writing to the assignment of specific costs borne of unforeseen circumstances immediately preceding, during and following the Convention. For purposes of this Section, official electronic messaging will suffice for "in writing" only by the Commanding Officer or their designee.

ARTICLE FOUR: ORGANIZATIONAL STRUCTURE

4.01 Unified Law Enforcement Command. At all times during any joint training session prior to the Convention and at all times during the Convention Period, Agency LPOs shall be subject to the structure of supervision, command and control coordinated by CPD through a unified law enforcement command structure, irrespective of the rank or job title normally held by any Agency LPO within the Agency. All functions and duties to be performed by Agency LPOs under this Agreement will conform to the Security Plan for the Convention.

4.02 CPD Lead Local Law Enforcement Agency. CPD is the lead local law enforcement agency associated with the Convention security and law enforcement.

4.03. CPD Commanding Officer. For purposes of the Convention Period, the CPD's Commanding Officer chain-of-command shall be: Larry B. Snelling, Superintendent of Police; The City may amend this list of individuals at any time by providing notice to the Agency.

4.04 ILEAS Special Team Structure. ILEAS coordinates specially trained, equipped and designated teams of personnel. All ILEAS Special Teams are governed by Standard Operating Guidelines and supervised by experienced Team Commanders with the assistance of Squad Leaders. All Agency LPOs listed in Exhibit C are members of ILEAS Special Teams. For purposes of the Convention, ILEAS will designate one Team Commander as the Commander over all the LPOs ("ILEAS DNC Commander.").

4.05. Utilization of ILEAS Special Team Command. CPD shall avoid, if possible, the dismantlement of the supervision and internal command structure of the ILEAS teams by separating individual LPOs from their units. CPD's Commanding Officer, or his/her designee, will communicate the specific assignments to the ILEAS DNC Commander. CPD will provide briefings to the ILEAS DNC Commander, as necessary, regarding assignments.

4.06. CPD Policies to Apply. Agency LPOs performing services under this Agreement will abide by applicable CPD policies. City will identify the relevant CPD policies within the training materials ("Preparatory Materials") which the City will provide to Agency prior to the Convention in hard copy or on-line, and which Agency shall disseminate to its Agency LPOs providing services hereunder. City shall train Agency LPOs on those CPD Policies at the start of the Convention Period. In the event of a conflict between Agency policies and the forementioned CPD policies, Agency agrees to follow CPD policies with respect to any services provided hereunder and shall instruct its Agency LPOs to do likewise.

4.07. Responsibility for Conduct of Agency LPOs. Nothing in this Agreement shall affect the statutory or common law authority of the Parties or their personnel, nor shall this Agreement limit or enhance the respective liabilities and immunities of the Parties. Responsibility for the conduct of Agency LPOs, both personally and professionally, shall remain with the Agency as further set forth herein.

ARTICLE FIVE: CITY RESPONSIBILITIES

In addition to its lead local law enforcement planning responsibilities for the Convention, City agrees to the following:

5.01 Event Training. City agrees that it will provide training for participating Agency LPOs. Training will include in-person training according to the schedule described by Section 3.01.

5.02 Lodging, Food and Mileage. City will provide lodging and food for Agency LPOs. City will also provide transportation at the City's cost between the lodging location and the Convention facilities where Agency LPOs will be assigned. City shall provide lodging and food location assignments to Agency prior to the Convention Security Period. For LPOs who are required to use their personal vehicle to travel to and from the City, the City shall reimburse for one day's travel to and one day's travel from, the City in accordance with the 2024 Mileage Reimbursement Rates for such vehicle. For LPOs who are required to use a governmental vehicle to travel to and from the City, the City shall reimburse for one day's travel to and one day's travel from, the City in accordance with the 2024 Mileage Reimbursement Rates for such vehicle. The 2024 Mileage Reimbursement Rates may be found at <https://www.fsis.usda.gov/policy/fsis-notice/01-24>.

5.03 Personnel Expense. City shall reimburse Agencies and ILEAS for personnel expense of the Agency LPOs and ILEAS personnel providing services for the Convention during the Convention Period. Personnel Expense shall not exceed 8 hours of straight time per person. On an as needed basis, City shall reimburse up to 4 hours of overtime ILEAS shall obtain estimates for number of personnel each Agency expects to provide from each respective Agency and submit such estimate to the City for approval. The compensation to Agency and ILEAS for LPO and support services pursuant to this Agreement has been based on this estimate, as approved by City and the number of personnel shall not exceed this estimate. This estimate is a “**not to exceed**” number, and ILEAS and Agencies agree that all actual payments for personnel shall be based on itemized invoices provided to City after the Convention for services actually approved and provided according to the payment terms provided to Agency.

The Parties agree that the above reimbursement ceiling may be exceeded due to an unexpected expansion of the Convention in terms of an increased need for resources or other unforeseen extenuating circumstances. However, in any such case, exceeding the above detailed personnel limit is at the sole discretion of the City. Additional resources from ILEAS, Agencies or other agencies ILEAS may utilize to meet the expressed and requested unmet needs of the City, shall be requested by the City in writing and agreed upon by ILEAS and the responding agencies. For purposes of this section, an email from the City's Commanding Officer or his designee, outlining the terms of the request will suffice for the written request.

ARTICLE SIX: PAYMENT TERMS

6.01 Necessary Costs. Subject to the remainder of this Article Six, Agency shall only be reimbursed for the actual, necessary and pre-approved costs of participating in the Convention-related activities during the Convention Period, and any after action activities as described in Section 3.04, provided however that all reimbursements under this Agreement is subject to the City's actual receipt of Grant Funds awarded through the FY 2024 Presidential Nominating Conventions award (Award # 15PBJA-24-GG-00028). No payments shall be made or due to the Agency under this Agreement beyond those amounts approved by the US Dept. of Justice, Bureau of Justice Assistance as reasonable, allowable, and consistent with existing federal and city grant guidelines, appropriated and budgeted by the City to fund payments hereunder.

6.02 Agency LPOs Actually Utilized. Subject to the terms of this Agreement and the prior written approval of the City, the City agrees to provide payment to the Agency for actual time worked and actual time training for each Agency LPO whose services are actually utilized (including “**on-duty status**” set forth in Section 3.03) by the CPD during the Convention Period, at the rate(s) provided by Agency in the Agency Personnel list required by Section 3.07. The rates of Agency LPOs shall not exceed the costs of the individual Agency LPO's normal salary and benefits, and the hours worked shall not exceed the hours set forth in the relevant training materials or Convention Period assignment unless pre-approved In Writing.

6.03 Personnel Costs. Unless otherwise agreed to in writing by the City, the City shall only provide reimbursement to the Agency for personnel costs if the Agency LPOs completed the CPD's required training and: 1) participated in the Convention, or 2) were ready, willing, available and physically present in the City of Chicago or Cook County to participate in the Convention as required by the CPD hereunder despite such LPOs not having actually participated in the

Convention.

6.04 Withhold Payment. In the event the Agency fails to comply with any terms or conditions of this Agreement or to provide in any manner the work or services as agreed to herein, the City reserves the right to withhold any available payment until the City is satisfied that corrective action has been taken or completed. City may withhold payment for any LPO refusing to perform the work assigned by the CPD pursuant to Section 3.02. This right is in addition to and not in lieu of the City's right of termination as provided in this Agreement.

6.05 Reimbursement Request. As the coordinating representative of responding Illinois law enforcement agencies, ILEAS shall, within 45 days of the end of the Convention, provide to the City a detailed invoice identifying all expenses incurred in preparation of activities directly related to executing this Agreement for and on behalf of itself and for the Agencies along with support documentation demonstrating that the costs being invoiced are both allowable and allocable to the grant. Supporting documentation shall include:

- (i) Copies of payroll reports showing actual hours worked, rates of pay, overtime, fringe, and itemized receipts for all non-payroll expenses. The City suggests Agencies create a separate rate code within its payroll system to be used to accurately track the work of their personnel under this agreement.
- (ii) Copies of the relevant portion of a collective bargaining agreement, employment contract, ordinance, or law, requiring Personnel to be paid for overtime and/or travel time.
- (iii) Such other documentation as the City may reasonably request, or which has been requested by the U.S. Department of Justice, local, state, or federal auditors.

The City shall pay to ILEAS the reimbursement agreed upon and identified costs and ILEAS is responsible for distributing payments to the Agencies. The submission for reimbursement shall include a cover letter signed by the ILEAS Executive Director or his designee, detailing the total amount sought to be reimbursed and including a summary narrative and cost overview that provide context to the submission, including any unusual circumstances, all provided under the following certification: "I certify that all information presented in this application supports only costs incurred for security related services provided for the (event description) and that all information was obtained from payroll records, invoices or other documents that are available for audit". The ILEAS reimbursement request shall include a detailed and itemized list of all appropriate and authorized expenses and appropriate documentation supporting the expenses. All records, electronic and hard copy, must be maintained for future audits

6.06 Costs Not Reimbursed. Irrespective of any costs agreed upon in this IGA, the mutual aid entity shall not be paid for any of the following:

- (i) Personnel's time while located at their place of lodging or home or while traveling to or from their place of lodging or home to the duty station to which they are assigned by CPD or to the location of any training, unless such personnel are covered by a collective bargaining agreement, employment, ordinance or other law requiring them to be paid for such time and travel and documentation is provided as required below;

(ii) Costs in violation of any federal, state, or local law, regulation, or rule, or the FY 2024 Presidential Nominating Conventions award (Award # 15PBJA-24-GG-00028).

(iii) Rates of pay that exceed the individual officer's(s') normal salary and benefits, including overtime unless required by a collective bargaining agreement, employment contract, ordinance, or law, requiring Personnel to be paid overtime.

(iv) Hours worked outside those established by CPD unless pre-approved in writing. In writing approval will be provided retroactively if mutual aid officers are acting on a direct command from CPD or responding to an emergency situation which, in their professional judgment, reasonably requires them to provide services outside of their assigned work hours to protect public safety; provided that mutual aid partners seek approval from Chicago police command at the earliest reasonable time.

(v) Costs of personal entertainment, miscellaneous items, additional food, or transportation beyond that provided or authorized In Writing

ARTICLE SEVEN: LAW ENFORCEMENT PROCEDURES

7.01 Police Authority. This Agreement is a request by CPD that each LPO render aid and assistance as described in the Agreement and each LPO will have the same authority as within his or her own jurisdiction pursuant to state law, the Convention venue's laws, ordinances, rules and regulations. Most Agency LPO duty assignments shall include the assignment of at least one CPD officer. Should an arrest or stop be required, the CPD officer shall conduct the arrest, and Agency LPO shall assist as directed. Agency LPOs shall not conduct arrests or stops unless required to do so by emergent circumstances in which a CPD officer is not available or capable of conducting the arrest or stop.

7.02 Law Enforcement Activities. Law enforcement methods employed by the Agency's LPOs shall conform to the lawful commands of the CPD's Commanding Officer or his/her designee, City CPD Policies, City of Chicago Municipal Code, Illinois law, the United States Constitution and other applicable law.

7.03 Prosecutions. Questions regarding prosecutorial jurisdiction shall be decided by the applicable prosecutorial authority for the County of Cook and/or the City.

ARTICLE EIGHT: TERM OF AGREEMENT

Unless otherwise terminated by either Party as set forth in Article Twelve, the term of the Agreement shall commence as of the Effective Date first written above and terminate upon the completion of all obligations under this Agreement inclusive of participation in criminal and/or civil trials or claims unless terminated earlier as set forth herein.

ARTICLE NINE: STATUS OF AGENCY AS INDEPENDENT CONTRACTOR;

RULES OF CONDUCT

9.01 Independent Contractor; Agency to be Fully Responsible. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between the Parties, and the rights, and the obligations of the Parties under this Agreement will be only those expressly set forth in this Agreement. Agency will perform under this Agreement as an independent contractor to the City and not as a representative, employee, agent, or partner of the City. Except to the extent covered by the insurance policy covering the City under Agreement Article Fourteen and the "not to exceed" compensation amount stated in Agreement Section 5.03, Agency acknowledges and affirms that Agency remains fully responsible for any and all obligations as the employer of its LPOs assigned to the Convention, including, among other things; responsibility for the payments of: (i) earnings; (ii) overtime earnings; (iii) withholdings; (iv) insurance coverage; (v) worker's compensation; (vi) death benefits; (vii) medical and legal indemnity where appropriate; and (viii) all other requirements by law, regulations, ordinance or contract.

9.02 Rules of Conduct. During the Convention Period, each Agency LPO performing services under this Agreement shall be required to comply with the rules of conduct established by the Agency and the CPD. If a conflict exists between the Agency's rules of conduct and the CPD's rules of conduct, the CPD's rules of conduct shall apply.

9.03 Discipline / Probable Cause Matters. The City shall refer disciplinary matters involving Agency LPOs to the Agency for an investigation that may be jointly conducted by the CPD and the Agency. Based on the judgment of the City, if a particular matter represents probable cause for the issuance of a criminal complaint, then such matter shall be referred directly to an external law enforcement agency for investigation with appropriate notice to Agency.

ARTICLE TEN: MUTUAL RESPONSIBILITY; POLITICAL SUBDIVISION TORTS CLAIMS ACT; LIMITATION OF LIABILITY STATUTES; NO WAIVER OF IMMUNITIES

10.01 Each Party to be Responsible. Each Party agrees that it will be responsible for its own acts and/or omissions and those of its officials, employees, representatives and agents in carrying out the terms of this Agreement and the results thereof to the extent authorized by law, and shall not be responsible for the acts and/or omissions of the other Party and the results thereof regardless of any indemnification obligation that the City has under separate agreements with parties for use of non-City properties. Notwithstanding the foregoing, nothing contained in this Section shall waive, nor shall it be construed to waive any rights and benefits either Party has with regard to its status under the insurance coverage described in Article Fourteen of this Agreement.

10.02 No Waiver of Defense or Immunity. It is understood and agreed that each Party's liability may be limited by the provisions of the Illinois Local Government and Government Employees Tort Immunity Act, 745 ILCS 10/1 et seq. (the "**Illinois Tort Immunity Act**:") or other immunity law applicable to Agency. Parties understand and agree that each Party is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protections provided by the Illinois Tort Immunity Act. Nothing contained in this Agreement shall waive or

amend, nor shall be construed to waive or amend any privilege, defense, limitation of liability, or immunity that either Party, their respective officials, agents, or employees may have under Article Fourteen or applicable federal, state, local, or common law, all of which are hereby reserved by the Parties hereto.

ARTICLE ELEVEN: RECORDS AND DISSEMINATION OF INFORMATION

11.01 Agency to Comply. The Agency shall comply with all applicable local, state or federal laws and requirements pertaining to maintenance and disclosure of personal, criminal justice, medical or health records or data, including but not limited to the Illinois Freedom of Information Act (FOIA) 5 ILCS 140/1 et seq, the Federal Freedom of Information Act, the Health Insurance Portability and Accountability Act of 1996, and those methods and procedures and otherwise as set forth as privileged by the Secret Service or other governmental entity. Such records or data may be in hard copy, printed, digital or electronic format. If the Agency has custody of a record provided by the City which contains specialized details of security arrangements or investigations, the Agency shall refer any request to inspect that record to the City, which it shall address per the applicable section(s) of the Illinois Freedom of Information Act. Agency agrees to provide prior notice to City of any request for and/or release, transmission, or disclosure of information associated with or generated as a result of the work performed under this Agreement.

11.02. City Access to Records. The Agency agrees that any duly authorized representative of the City, including the City Comptroller or other financial representative, or a federal grant auditor, will have access to, and the right to, examine any directly pertinent books, documents, paper, records and data of the Agency, involving transactions related to this Agreement until the expiration of seven (7) years after the termination of this Agreement.

11.03 Agency to Provide Records. In the event of the need for personnel or other records in criminal and/or civil proceedings, the Agency agrees to provide such records as requested, as allowed by law.

ARTICLE TWELVE: TERMINATION RIGHTS OF PARTIES

12.01 By the City. The City may terminate this Agreement based on the occurrence of any of the following events:

- i. The cancellation of the Convention; or
- ii. The failure of City or its designee to be able to purchase and provide adequate insurance coverage described in Article Fourteen of this Agreement in a timely manner;

In addition to the foregoing termination rights, the City may terminate this Agreement without penalty based on the failure of the Agency to comply with or perform any material term, condition or obligation contained in this Agreement and Agency's failure to cure such default within seven (7) calendar days after the City or CPD provides Agency with notice of such failure.

12.02 By the Agency. The Agency may terminate this Agreement based on the

occurrence of any of the following events:

- i. The cancellation of the Convention; or
- ii. The failure of City to purchase and provide adequate insurance coverage described in Article Fourteen of this Agreement; or
- iii. The Agency's determination per Section 3.11 that it does not have the resources available to participate in the Convention.

In addition to the foregoing termination rights, the Agency may terminate this Agreement without penalty based on the failure of the City to comply with or perform any material term, condition or obligation contained in this Agreement and City's failure to cure such default within seven (7) calendar days after the Agency provides CPD with notice of such failure.

12.03 By ILEAS. ILEAS may terminate this Agreement based on the occurrence of any of the following events:

- i. The cancellation of the Convention; or
- ii. The failure of City or its designee to be able to purchase and provide adequate insurance coverage described in Article Fourteen of this Agreement in a timely manner;

In addition to the foregoing termination rights, ILEAS may terminate this Agreement without penalty based on the failure of the City to comply with or perform any material term, condition or obligation contained in this Agreement and City's failure to cure such default within seven (7) calendar days after ILEAS provides City with notice of such failure.

12.04 Act In Good Faith. Both the City and the Agency shall act in good faith to provide as much advance written notice of an event of termination under this Section to the other Party that is reasonable under the circumstances.

12.05 City Payment for Services. In the event of termination by either Party, the City will only reimburse Agency for those services authorized hereunder and actually, timely, and faithfully rendered up to the receipt of the notice of termination and thereafter until the date of termination. Neither the City nor the Agency shall be entitled to the recovery of any penalties, consequential damages or attorneys' fees related to an event of termination hereunder.

ARTICLE THIRTEEN: GOVERNING LAW; COMPLIANCE WITH LAWS

13.01 Applicable Law; Venue. Each and every term, condition, or covenant herein is subject to and shall be construed in accordance with Illinois law and any applicable federal law. Any action arising from this Agreement shall be brought and maintained in a state or federal court in Cook County, Illinois, which shall have exclusive jurisdiction of such action. No legal or equitable rights of the Parties shall be limited by this Section.

13.02 Compliance with Laws. Both the City and the Agency agree to comply with all federal, state, and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are not or hereafter promulgated insofar as they relate to their respective performances of the provisions of this Agreement.

ARTICLE FOURTEEN: INSURANCE

14.01 Workers' Compensation. For workers' compensation purposes, each LPO subject to this Agreement is a loaned employee by his/her Agency employer to the City as set forth in Section 1(a) 4 of the Illinois Workers' Compensation Act. Agency agrees to provided workers' compensation coverage either through self-insurance or purchased policies for LPO injuries sustained and related to an LPO's deployment at the Democratic National Convention. Workers' Compensation actions shall be brought in the home jurisdiction of the LPO's Agency.

14.02 Liability Insurance.

1. City Binding Liability Policy. The City of Chicago has procured a liability insurance policy (the "**Policy**") which includes coverage for law enforcement activities for claims that occur during the Convention Period.
2. General Information on the Policy.
 - a. Named Insureds. Under the Policy, the named insureds are:
 - (1) The City of Chicago; and
 - (2) Any other Agency Engaged to Provide Law Enforcement Services under an Intergovernmental Agreement for the 2024 Democratic National Convention or Similar Agreement.
 - b. Primary Policy. The Policy will be the primary policy to the extent one or more policies of Police Professional Liability Insurance provide coverage for any claim or incident. The Policy will be the primary policy to the extent an Agency is self-insured.
 - c. Coverage Limits.
 - (1) The Policy has limits of \$35,000,000 in the aggregate and covers wrongful acts (false arrest, excessive force, assault and battery) from law enforcement activities including those that may result in personal injury, bodily injury, and

property damage. A summary of the Convention coverage is stated in Exhibit E. The City will provide Parties with copies of the Policy upon request. The City will provide Agency with certificates of insurance on or before August 13, 2024. Agency, its LPOs and other insured parties agree to be bound by the terms and conditions contained in the Policy.

- d. Coverage Exclusion. The Parties agree the Policy will not provide coverage to any Agency or LPO for claims that establish a right to exemplary or punitive damages or are judicially determined to be willful misconduct as set forth in the Illinois Tort Immunity Act and the City's self-insurance will not provide coverage for any claims that establish a right to exemplary or punitive damages or are judicially determined to be willful misconduct as set forth in the Illinois Tort Immunity Act.
- e. Cooperate With Underwriter. Agency and its LPOs agree to cooperate with the underwriter(s) for the Policy timely providing information as is reasonably requested by the insurer or its designee(s):
 - (1) This cooperation will include both the underwriting process and the claims process and this obligation shall survive and extend (if necessary) beyond the termination date of this Agreement; and
 - (2) The Agency agrees to fully cooperate in the defense of any civil claims, as reasonably requested by the insurer or its designee and shall instruct its LPOs do the same.

3. Claims and Defense.

- a. Provision of Defense. The Agency agrees that, through the Policy, a defense will be provided for the Agency, its LPOs or other insured parties to the extent they are named as parties to a lawsuit for an action or omission that is alleged to have occurred during the course and scope of the services provided for the Convention and covered by the Policy; however, neither the City nor the Policy carriers shall have any duty to indemnify for loss or liability against the actions or omissions that are: (i) judicially determined to be beyond the course and scope of the services provided for the Convention; (ii) the alleged actions or omissions are judicially determined to be willful misconduct as set forth in the Illinois Tort Immunity Act; or (iii) where the claim establishes

exemplary or punitive damages against the LPO or his or her Agency.

b. City Responsible for Deductible. The Parties agree the City or the entity funding the Policy premiums will be responsible for any deductible required under the Policy.

c. City To Settle Claims. The Parties agree the City shall have the exclusive and sole right to approve or reject any compromise or settlement of any claim filed against the Agency, its LPOs or other insured parties.

d. No City Indemnity. The Agency agrees the City shall not have any duty or obligation to indemnify against loss or liability beyond the monetary limit of the Policy.

14.03 Additional Coverages.

1. Parties To Provide Coverage. For any and all acts and omissions that may fall outside the scope of the Policy, or any liability that may exceed the policy limits of the Policy, the Parties will be self-insured as required by applicable law or will maintain adequate insurance to insure the types of activities undertaken in this Agreement.

- a. The Agency's self-insurance or in the alternative, its insurance, shall be considered secondary to the Policy which will be considered primary; and
- b. The Agency's self-insurance or in the alternative, its insurance shall be considered primary to any insurance or self-insurance obligation of the City beyond the Policy.

2. Specific Coverages. Each Party will, at all times, be legally self-insured or maintain auto insurance, equipment, and/or property insurance for its own automobiles, equipment or other property used during its performance of Convention services.

- a. The Agency's self-insurance or in the alternative, its insurance, shall be considered primary; and
- b. The Agency's self-insurance or in the alternative, its insurance, shall be considered primary to any insurance obligation of the City beyond the Policy

and the City's self-insurance.

ARTICLE FIFTEEN: NOTICES

Notice concerning the termination of this Agreement, alleged or actual violations of the terms or conditions of this Agreement, and any and all other notices that may or should be given to either Party under this Agreement will be made to each Party as follows:

For Notice to the City:

Superintendent of Police
Chicago Police Department
3510 S. Michigan Avenue, Fifth Floor
Chicago, IL 60653

With Copies To:

General Counsel to the Superintendent
Chicago Police Department
3510 S. Michigan Avenue, Fifth Floor
Chicago, IL 60653

And

Corporation Counsel
City of Chicago Law Department
121 North LaSalle Street
City Hall, Room 600
Chicago, Illinois 60602
ATTN: Finance and Economic
Development Division

For Notice to the Agency: See Exhibit A

With Copies to: See Exhibit A

For Notice to ILEAS: Executive Director
ILEAS
1701 East Main Street
Urbana, Illinois 61802

ARTICLE SIXTEEN: LEGAL AUTHORITY

16.01 Possession of Legal Authority. Each Party represents that it possesses the legal authority, pursuant to proper, appropriate statute, ordinance, official motion, resolution or action passed or taken or required, to enter into this Agreement.

16.02 Authorization for Person Signing. The person or persons signing and executing this Agreement on behalf of each Party hereby represents and guarantees that he/she or they have been fully authorized by such Party to execute this Agreement on behalf of the Party and to validly and legally bind the Party to all the terms, conditions, performances and provisions herein.

16.03 Dispute as to Authority. The City shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of either the Agency or the person signing the Agreement on behalf of such Agency.

ARTICLE SEVENTEEN: ADDITIONAL PROVISIONS

17.01 Further Assurances. The Parties shall perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Agreement.

17.02 Integration with Other Mutual Aid Agreements. City and Agency have one or more mutual aid agreements with each other, including the ILEAS Law Enforcement Mutual Aid Agreement signed by City on July 1, 2014. If terms of any mutual aid agreement are inconsistent with the terms of this Agreement, then the terms, rights, benefits, duties and obligations that are contained in this Agreement shall control if the inconsistent terms at issue are associated with, directly or indirectly, the Convention.

17.03 No Waiver. Acceptance of partial performance or continued performances after breach shall not be construed to be a waiver of any such breach.

17.04 Assignment and Subcontracting. Neither Party is obligated or liable under this Agreement to any Party other than the other Party to the Agreement. Each Party understands and agrees that it shall not assign or subcontract with respect to any of its rights, benefits or duties under this Agreement except upon prior written consent and approval of the other Party, and in the event any other such assignment or subcontracting shall occur, such action shall not be construed to create any contractual relationship between the Parties and such assignee or subcontractor, and each Party herein named shall remain fully responsible to the other Party according to the terms of this Agreement.

17.05 No Third Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties to the Agreement, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person or entity on such Agreement, including but not limited to members of the general public. It is the express intention of the Parties that any person or entity, other than the Parties to this Agreement, receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

17.06 Paragraph Headings. The captions and headings set forth in this Agreement are for convenience of reference only, and shall not be construed as defining or limiting the terms and provisions in this Agreement.

17.07 Severability. If any provision of this Agreement, or the application thereof, to any person, place or circumstance, is held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances will remain in full force and effect only if, after excluding the portion deemed to be unenforceable, the remaining terms will provide for the consummation of the transactions contemplated hereby in substantially the same manner as originally set forth

herein. In such event, the Parties will negotiate, in good faith, a substitute, valid and enforceable provision or agreement which most nearly affects the Parties' intent in entering into this Agreement.

17.08 Survival of Certain Provisions. The terms of the Agreement and any exhibits and attachments that by reasonable implications contemplate continued performance, rights or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable.

17.09 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed to be an original of this Agreement.

[The remainder of this page is intentionally left
blank and the signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date stated above.

CITY OF CHICAGO

By: LARRY SELLING


SUPERINTENDENT OF POLICE
CHICAGO POLICE DEPARTMENT

Illinois Law Enforcement Alarm System

By:  2024 DNC

Printed
Name: LARRY G. EVANS

Title: EXECUTIVE DIRECTOR 08/12/2024

Agency
Name:

By: _____

Printed
Name: _____

Title: _____

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date stated above.

CITY OF CHICAGO

By: LARRY SWELLING


SUPERINTENDENT OF POLICE
CHICAGO POLICE DEPARTMENT

Illinois Law Enforcement Alarm System

By:  2024 DNC

Printed
Name: LARRY G. EVANS

Title: EXECUTIVE DIRECTOR 08/12/2024

Agency
Name:

By: _____

Printed
Name: _____

Title: _____

Exhibit A

Agency	Notice Address	Contact
Algonquin Police Dept	2200 Harnish Drive Algonquin IL 60102	Dennis Walker
Alsip Police Dept	4500 West 123rd St Alsip IL 60803	Jay Miller
Alton Police Dept	1700 East Broadway Alton IL 62002	Jarrett Ford
Antioch Police Dept	433 Orchard Street Antioch IL 60002	Geoff Guttschow
Arlington Heights Police Dept	200 E. Sigwalt Street Arlington Heights IL 60004	Nicholas Pecora
Beecher Police Dept	724 Penfield Street P. O. Box 1114 Beecher IL 60401	Terry Lemming
Bellwood Police Dept	3200 Washington Blvd Bellwood IL 60104	Jiminez Allen
Belvidere Police Dept	615 N Main St Belvidere IL 61008	Shane Woody
Bloomington Police Dept	305 South East P.O. Box 3157 Bloomington IL 61701	Jamal Simington
Blue Island Police Dept	13031 Greenwood Ave Blue Island IL 60406	Geoffery Farr
Bolingbrook Police Dept	375 W Briarcliff Rd Bolingbrook IL 60440	Mike Rompa
Boone County Sheriff's Office	615 N. Main St Belvidere IL 61008	Scott Yunk
Bourbonnais Police Dept	700 Main NW Bourbonnais IL 60914	James Phelps
Bradley Police Dept	147 S Michigan Bradley IL 60915	Don Barber
Bridgeview Police Dept	7500 S Oketo Bridgeview IL 60455	Ricardo Mancha

Carbondale Police Dept	501 S. Washington P. O. Box 2047 Carbondale IL 62901	Stan Reno
Carpentersville Police Dept	1200 L W Besinger Dr Carpentersville IL 60110	Todd Shaver
Caseyville Police Dept	10 West Morris Caseyville IL 62232	Tom Coppotelli
Champaign County Sheriff's Office	204 E. Main Street Urbana IL 61801	Dustin Heuerman
Champaign Police Dept	82 E University Ave Champaign IL 61820	Tim Tyler
Channahon Police Dept	24555 S. Navajo Dr. Channahon IL 60410	Adam Bogart
Charleston Police Dept	614 6th Street Charleston IL 61920	Heath M. Thornton
Chenoa Police Dept	201 Green Street P.O. Box 167 Chenoa IL 61726	Travis Cornwall
Chicago Ridge Police Dept	10425 South Ridgeland Ave. Chicago Ridge IL 60415	James Jarolimek
Cook County Forest Pres Dist Police	1 Aloha Lane Hinsdale IL 60523	Theresa Odum
Crest Hill Police Dept	1610 Plainfield Rd Crest Hill IL 60435	Edward Clark
Decatur Police Dept	707 Southside Drive Decatur IL 62523	Shane Brandel
DeKalb County Sheriff's Office	150 N. Main Sycamore IL 60178	Andy Sullivan
Divernon Police Dept	50 E. Brown Divernon IL 62530	Mke Lavin
DuPage County Sheriff's Office	501 N. County Farm Rd. Wheaton IL 60187	James Mendrick
East Dundee Police Dept	115 E. Third St East Dundee IL 60118	Joshua Fourdyce
East Peoria Police Dept	201 W. Washington ST. East Peoria IL 61611	David Catton
Edwardsville Police Dept	333 S. Main St. Edwardsville IL 62025	Mike Fillback

Elgin Police Dept	151 Douglas Ave Elgin IL 60120	Ana Lalley
Elmwood Police Dept	201 W Main St Elmwood IL 61529	Aaron Bean
Elwood Police Dept	401 E. Mississippi Ave Elwood IL 60421	Fred Hayes
Evanston Police Dept	1454 Elmwood Evanston IL 60201	Schenita Stewart
Fairview Heights Police Dept	10027 Bunkum Rd Fairview Heights IL 62208	Steve Johnson
Flossmoor Police Dept	2800 Flossmoor Road Flossmoor IL 60422	Keith Taylor
Forest View Police Dept	7000 W. 46th Street Forest View IL 60402	Bianel Zarate
Freeport Police Dept	320 W Exchange Freeport IL 61032	Chris Shenberger
Fulton County Sheriff's Office	268 W. Washington Street Lewistown IL 61542	Jon Webb
Galesburg Police Dept	150 S Broad St Galesburg IL 61401	Russ Idle
Gilberts Police Dept	86 Railroad Street Gilberts IL 60136	Todd Block
Glen Ellyn Police Dept	65 S. Park Boulevard Glen Ellyn IL 60137	Philip Norton
Hawthorn Woods Police Dept	2 Lagoon Dr Hawthorn Woods IL 60047	John Malcolm
Hazel Crest Police Dept	3000 West 170th Place Hazel Crest IL 60429	Mitchell Davis
Highland Park Police Dept	1677 Old Deerfield Rd Highland Park IL 60035	Lou Jogmen
Highland Police Dept	820 Mulberry Street Highland IL 62249	Carole Widman
Hillside Police Dept	425 Hillside Ave Hillside IL 60162	Dan Murphy
Hoffman Estates Police Dept	411 W. Higgins Rd. Hoffman Estates IL 60169	Kasia Cawley

Illinois State University Police	Campus Box 9240 718 West College Avenue Normal IL 61790	Aaron Woodruff
Iroquois County Sheriff's Office	550 S. 10th St. P.O. Box 67 Watseka IL 60970	Clint Perzee
Jacksonville Police Dept	200 W. Douglas Jacksonville IL 62650	Adam Mefford
Jersey County Sheriff's Office	114 N Washington Jerseyville IL 62052	Nick Manns
Jerseyville Police Dept	200 S Jefferson Jerseyville IL 62052	Brad Blackorby
Johnston City Police Dept	500 Washington Johnston City IL 62951	JD Barter
Joliet Police Dept	150 West Washington Street Joliet IL 60432	William Evans
Kane County Sheriff's Office	37W755 Route 38 Suite A St. Charles IL 60175	Ron Hain
Kankakee County Sheriff's Office	3000 Justice Way Kankakee IL 60901	Michael Downey
Kankakee Police Dept	345 E. Oak Street Kankakee IL 60901	Chris Kidwell
Lake Co Forest Pres Police Dept	19808 W. Grand Ave. Lindenhurst IL 60046	Ronald Davis
Lake County Sheriff's Office	25 South Martin Luther King Jr. Ave Waukegan IL 60085	John D. Idleburg
Lansing Police Dept	2710 170th Street Lansing IL 60438	Al Phillips
Lee County Sheriff's Office	240 E Progress Dr Dixon IL 61021	Clay Whelan
Lindenhurst Police Dept	2300 East Grand Avenue Lindenhurst IL 60046	Thomas Jones
Lisle Police Dept	5040 Lincoln Avenue Lisle IL 60532	Acting Chief Tim Dempsey
Livingston County Sheriff's Office	844 W. Lincoln Pontiac IL 61764	Ryan Bohm
Lombard Police Dept	235 E. Wilson Ave. Lombard IL 60148	Tim Wirsing

Loves Park Police Dept	540 Loves Park Drive Loves Park IL 61111	Michael McCammond
Macon County Sheriff's Office	333 South Franklin Street Decatur IL 62523	Jim Root
Madison County Sheriff's Office	405 Randle Street Edwardsville IL 62025	Jeff Connor
Manteno Police Dept	98 E. Third St. Manteno IL 60950	Alan Swinford
Marion Police Dept	1001 W Deyoung St Marion IL 62959	David Fitts
Maryville Police Dept	2500 North Center Street Maryville IL 62062	Tony Manley
Mascoutah Police Dept	3 West Main Mascoutah IL 62258	Scott Waldrup
Matteson Police Dept	20500 South Cicero Ave Matteson IL 60443	Michael Jones
McHenry County Sheriff's Office	2200 North Seminary Avenue Woodstock IL 60098	Robb Tadelman
McHenry Police Dept	333 South Green Street McHenry IL 60050	John Birk
Minooka Police Dept	121 E. McEvilly Road Minooka IL 60447	Justin Meyer
Moraine Valley C C Police Dept	9000 W. College Parkway Building P. Palos Hills IL 60465	Pat Treacy
Morton Police Dept	375 W. Birchwood St. Morton IL 61550	Shawn Darche
Naperville Police Dept	1350 Aurora Avenue Naperville IL 60540	Jason Arres
New Lenox Police Dept	200 Veterans Parkway New Lenox IL 60451	Louis Alessandrini
Normal Police Dept	100 E Phoenix Ave Normal IL 61761	Steve Petrilli
Oak Forest Police Dept	15440 S Central Ave Oak Forest IL 60452	Jason Reid
Oak Lawn Police Dept	9446 S Raymond Ave Oak Lawn IL 60453	Daniel Vittorio

O'Fallon Police Dept	285 North Seven Hills O'Fallon IL 62269	Kirk Brueggeman
Oswego Police Dept	3355 Wooley Rd Oswego IL 60543	Jason Bastin
Ottawa Police Dept	301 W Lafayette St Ottawa IL 61350	Brent Roalson
Palatine Police Dept	595 N Hicks Road Palatine IL 60067	William Nord
Pekin Police Dept	111 S. Capitol Pekin IL 61554	Seth Ranney
Peoria County Sheriff's Office	301 N Maxwell Road Peoria IL 61604	Chris Watkins
Plainfield Police Dept	14300 S. Coil Plus Drive Plainfield IL 60544	Bob Miller
Plano Police Dept	111 E. Main St. Plano IL 60545	Norman Allison
Pontiac Police Dept	413 N Mill Street Pontiac IL 61764	Dan Davis
Quincy Police Dept	530 Broadway Quincy IL 62301	Adam Yates
Richland County Sheriff's Office	211 West Market Olney IL 62450	Andrew R. Hires
Rock Island County Sheriff's Office	1317 3rd Ave Rock Island IL 61201	Darren Hart
Rockford Police Dept	557 S. New Towne Dr. Rockford IL 61108	Carla Redd
Romeoville Police Dept	1050 W. Romeo Rd. Romeoville IL 60446	Brant Hromadka
Shorewood Police Dept	903 W Jefferson St Shorewood IL 60431	Phillip Arnold
SIU-C Police Dept	Mailcode 6713 1175 South Washington Street Carbondale IL 62901	Benjamin Newman
SIU-E Police Dept	Box 1041 Edwardsville IL 62026	David Goodwin
South Elgin Police Dept	10 North Water Street South Elgin IL 60177	Jerry Krawczyk

Springfield Police Dept	800 E Monroe Room 345 Springfield IL 62701	Ken Scarlett
St Charles Police Dept	1515 W. Main St. St. Charles IL 60174	James Keegan
Stephenson County Sheriff's Office	15 N Galena Freeport IL 61032	Steve Stovall
Sterling Police Dept	212 Third Ave Sterling IL 61081	Alex Chavira
Stone Park Police Dept	1629 N Mannheim Rd Stone Park IL 60165	Ricardo Sarabia (Interim)
Sugar Grove Police Dept	10 Municipal Drive Sugar Grove IL 60554	Pat Rollins
Tazewell County Sheriff's Office	101 S. Capitol St. Pekin IL 61554	Jeff Lower
Tolono Police Dept	205 E. Main St PO BOX 667 Tolono IL 61880	Justin Levingston
U of I at Springfield Police Dept	One University Plaza 2285 Eliza Farnham Dr Springfield IL 62703	Ross Owens
University Of Illinois Police Dept	1110 W. Springfield Urbana IL 61801	Matt Ballinger
Vernon Hills Police Dept	754 Lakeview Parkway Vernon Hills IL 60061	Pat Kreis
Villa Park Police Dept	40 S. Ardmore Avenue Villa Park IL 60181	Michael Rivas
Washington Police Dept	115 W Jefferson Street Washington IL 61571	Michael D. McCoy
Watseka Police Dept	201 Brianna Dr. P.O. Box 318 Watseka IL 60970	Jeremy Douglas
Wauconda Police Dept	311 S Main St Wauconda IL 60084	David Wermes
West Chicago Police Dept	325 Spencer Street West Chicago IL 60185	Colin Fleury
Westchester Police Dept	10300 Roosevelt Road Westchester IL 60154	Dan Babich
Westmont Police Dept	500 N Cass Ave Westmont IL 60559	James R. Gunther

Wheaton Police Dept	900 W. Liberty Drive Wheaton IL 60187	Princeton Youker
Winnebago County Sheriff's Office	Winnebago County Justice Center 650 West State Street Rockford IL 61102	Gary Caruana
Wood River Police Dept	550 E Madison Avenue Wood River IL 62095	Brad Wells
Woodford County Sheriff's Office	111 East Court Street Eureka IL 61530	Matt Smith
Woodridge Police Dept	7215 Janes Woodridge IL 60517	Tom Stefanson
Woodstock Police Dept	656 Lake Avenue Woodstock IL 60098	John Lieb

EXHIBIT B
[Intentionally Omitted]

Exhibit E

A Summary of the City Democratic National Convention Event insurance program is attached to this exhibit cover sheet.

CITY DEMOCRATIC NATIONAL CONVENTION EVENT INSURANCE PROGRAM
SUMMARY

A summary description of the City's insurance program in support of the Democratic National Convention (DNC) Event is:

A. Liability Insurance

1. Coverage Categories

- a. Assault & Battery
- b. Malicious Prosecution
- c. False arrest, detention or imprisonment
- d. Humiliation or mental distress
- e. Violation of property rights & wrongful entry
- f. Anti-Stacking Endorsement Applies

2. Insurance Structure

Retention

- | | | |
|-------|--|-----------|
| (i) | Deductible (\$500,000 per occurrence;
Total Retention | \$500,000 |
| (ii) | 1 st Excess Layer (DNCC Event only)
(\$10 MM each occurrence;
\$10 MM general aggregate)
Total First Layer Tier | \$500,000 |
| (iii) | 2 nd Excess Layer (DNCC Event only)
(\$15 MM each occurrence;
\$15 MM general aggregate
excess of \$10MM)
Total Second Layer Tier | \$500,000 |
| (iv) | 3 rd Excess Layer ((DNCC Event only),
(\$5 MM each occurrence;
\$5 MM general aggregate
excess of \$25MM) | \$500,000 |
| (v) | 4 th Excess Layer ((DNCC Event only)
(\$5 MM each occurrence;
\$5 MM general aggregate
excess of \$30MM) | \$500,000 |

**Agenda Memo****Crest Hill, IL**

Meeting Date: August 19, 2024
Submitter: Mayor Raymond R. Soliman *RS*
Department: Mayor's Office
Agenda Item: Plan Commission Appointment-Marty Flynn

Summary:

Per the work session held on August 12, 2024, I am recommending that Mr. Marty Flynn be appointed to the Crest Hill Plan Commission to fill the term that would expire April 30, 2026.

Recommended Council Action: Approval

Financial Impact:

Funding Source:

Budgeted Amount:

Cost:

Attachments:

**Agenda Memo****Crest Hill, IL**

Meeting Date: August 19, 2024

Submitter: Mayor Raymond R. Soliman *RS*

Department: Mayor's Office

Agenda Item: A Proclamation Honoring Joe and Donna Marshall on their Retirement after 45 years of Service to Crest Hill Pony Baseball

Summary:

I am asking for City Council approval of a Proclamation honoring Joe and Donna Marshall on their retirement after 45 years of service to Crest Hill Pony Baseball.

Recommended Council Action: Approval

Financial Impact:

Funding Source:

Budgeted Amount:

Cost:

Attachments:

**A PROCLAMATION HONORING JOE AND DONNA MARSHALL ON THEIR
RETIREMENT AFTER 45 YEARS OF SERVICE TO CREST HILL PONY BASEBALL**

WHEREAS, Joe Marshall, over many years, has served in the capacity of President of both the DuPage River Conference and Crest Hill Pony Baseball, Head Groundskeeper at Marshall and Smith Fields, and has been a lifelong Coach and mentor, who focused on the fundamentals of the game of baseball, taught the lessons of life through the lessons of sport, and instilled confidence and strength in each athlete that played for him; and

WHEREAS, Donna Marshall, over the years, has served in the capacity of Business Manager, Treasurer, Concession Stand Director, Team Mom, and a multitude of other roles for the past 45 years, leading to the success of the athletes in Crest Hill Pony Baseball; and

WHEREAS, Coach Joe Marshall, along with Business Manager Donna Marshall, have aided and guided many athletes in their accomplishments, sportsmanship, and knowledge of baseball and have over the past 45 years gained the memories of lifelong friendships, and have helped turn young athletes into successful and professional adults; and

WHEREAS, Under the leadership of Joe and Donna Marshall, along with several assistant coaches and numerous volunteers, have been an integral part in the success, growth, and development of the Crest Hill Pony Baseball Organization over the past 45 years and have improved the quality of life of many residents throughout the City of Crest Hill; and

WHEREAS, Joe and Donna Marshall will be retiring on August 4, 2024, after 45 years of service, dedication, and commitment to Crest Hill Pony Baseball and to the City of Crest Hill.

NOW THEREFORE, I, Raymond R. Soliman, by virtue of the authority vested in me as the Mayor of the City of Crest Hill, do hereby proclaim **AUGUST 4, 2024** to be observed as **JOE AND DONNA MARSHALL DAY** in the City of Crest Hill, and hereby congratulate Joe and Donna Marshall on their outstanding achievements, their dedication to their league, their families, and their community.

Given under my hand and the corporate seal of the City of Crest Hill, this nineteenth day of August, 2024.



Raymond R. Soliman
Mayor City of Crest Hill



Agenda Memo

Crest Hill, IL

Meeting Date: 8/19/24

Submitter: Christine Vershay-Hall

Department: City Clerk

Agenda Item: Approve a Joint Community Shred Event with the Lockport Township Government Office

Summary:
Hello Chris,

I'm reaching out to see if the City of Crest Hill would be willing to partner with Lockport Township for a joint shred event. Here are the proposed details:

Date:

I currently have Saturday, October 26th, 2024, from 9 AM-12 PM booked with Shred-it. The date and time are flexible, and we can consider other days in the fall if preferred. Note that Shred-it requires a 3-hour minimum.

Location:

The City of Crest Hill parking lot would be an excellent central location for both Crest Hill and Lockport Township.

Cost:

Shred events cost between \$1500-\$1700, depending on the final weight of the shredded materials. While splitting the cost would be helpful, I have budget support for city events, especially for Crest Hill, and can cover the full cost if needed.

We are also open to supporting other future events with Crest Hill as well. Most recently, the Township has supported our other municipalities, such as Romeoville's Romeofest and Lockport Canal Days and Car Shows.

Staffing:

As this is a weekend event, we may need some assistance with staffing. The Township can provide one staff member, and it would be greatly appreciated if the City could provide one or two additional staff members. Please note that compensation for City employees working this event would have to be covered by the City, not the Township.

Thank you for considering this request. Please let me know if you have any questions.

Sincerely,

Alex – Lockport TWP Supervisor

Recommended Council Action:

Financial Impact:

Funding Source:

Budgeted Amount:

Cost:

Attachments:

RESOLUTION NO. _____**A RESOLUTION DESIGNATING DAVID STRAHL AS THE ILLINOIS MUNICIPAL RETIREMENT FUND (IMRF) AUTHORIZED AGENT FOR THE CITY OF CREST HILL**

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

WHEREAS, the Illinois Municipal Retirement Fund ("IMRF") is created under Article 7 of the Illinois Pension Code, 40 ILCS 5/7-101 et. Seq.; and

WHEREAS, the City of Crest Hill is an IMRF Employer, and as such, is required to follow the rules, regulations, and guidelines of IMRF; and

WHEREAS, the IMRF program is complex, and involves substantial cash outlays by IMRF Employers, and provides important rights and benefits to IMRF members, IMRF requires a qualified and trained local official or employee to be the essential point of contact with IMRF; and

WHEREAS, IMRF requires an Authorized Agent to be designated by the IMRF Employer to centralize the local administration of the IMRF in one person, to file payroll reports and member forms, pay contributions, file benefit applications for members, advise the Corporate Authorities, and to act as the agent of the municipal body in IMRF matters; and

WHEREAS, IMRF requires the appointment of the Authorized Agent to be made by Resolution, and that following such appointment, the IMRF Employer notify IMRF by submitting IMRF Form 2.20, which is attached hereto as Exhibit A and incorporated herein; and

WHEREAS, the City Council previously designated Carron Johnson as the IMRF Authorized Agent and is separating from the City of Crest Hill and upon the recommendation of the City Treasurer desires to replace Carron Johnson with David Strahl as the City's IMRF Authorized Agent; and

WHEREAS, IMRF specifically allows the IMRF Employer to delegate to the Authorized Agent the ability to submit a Petition for Nominations of an Executive Trustee of IMRF and to cast a ballot for election of an Executive Trustee of IMRF; and

WHEREAS, the City Council, upon the recommendation of the City Treasurer, desires to delegate to David Strahl the ability to submit a Petition for Nomination of an Executive Trustee of IMRF and to cast a ballot for election of an Executive Trustee of IMRF.

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: DESIGNATION AND APPOINTMENT. The City Council hereby designates and appoints David Strahl as the IMRF Authorized Agent for the City of Crest Hill, including the delegation of authority to submit a Petition for Nomination of an Executive Trustee of IMRF and to cast a ballot for election of an Executive Trustee of IMRF. David Strahl is hereby authorized and directed to complete IMRF Form 2.20 and transmit to IMRF all necessary documents and forms, including this Resolution, which are necessary or required to effectuate the intent of this Resolution, which is to make David Strahl the City of Crest Hill's IMRF Authorized Agent.

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 19th 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 19th DAY OF August, 2024.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

EXHIBIT A



FOR5J00-0002BJ3



Notice of Appointment of Authorized Agent

Revised August 2023

Questions? Call 1-800-728-7971.

Upload this form through Employer Access

Please print in capital letters, using black ink.

					City Of Crest Hill
Employer Number					Employer Name

AUTHORIZED AGENT INFORMATION

First Name M.I. Last Name Jr., Sr., II, etc.

Type of Governing Body

Date Appointment Made (MM/DD/YYYY) Effective Date of Appointment (MM/DD/YYYY) Position Title

Do you give the Authorized Agent the authority to:

File a Petition for Nominations of an Executive Trustee of IMRF ☐ Yes ☐ No

Cast the Ballot for Election of an Executive Trustee of IMRF ☐ Yes ☐ No

The Authorized Agent does not need to participate in IMRF to file a petition or cast a ballot. If you do not give the Authorized Agent the authority to petition and/or vote, the governing body must perform these duties.

Authorized Agent Signature (write; do not print or type) _____ Date (MM/DD/YYYY) _____

IMPORTANT NOTE: By law, all new Authorized Agents must attend Authorized Agent training within three months of appointment. Visit the IMRF website at <https://www.imrf.org> to register for Authorized Agent training.

CERTIFICATION

I, _____, do hereby certify that I am _____
Name Clerk or Secretary

of the _____
Name of Employer

and the keeper of its books and records and the foregoing appointment and delegation were made by resolution duly adopted on the date indicated.

Signature of Clerk or Secretary of the Board (*write; do not print or type*)



Employer Number

BUSINESS MAILING ADDRESS

First Name

M.I.

Last Name

Jr., Sr., II, etc.

Mailing Address

County

City

State

Zip Code (zip+4 if known)

Daytime Telephone (with Area Code)

Alternate Telephone (with Area Code)

Fax Number (with Area Code)

Email

INSTRUCTIONS

- The governing body of an IMRF employer (including townships) can appoint any qualified party as the employer's IMRF Authorized Agent.
- The governing body makes the appointment by adopting a resolution.
- The clerk or secretary of the governing body must certify the appointment (see Certification on previous page).

IMRF, 2211 York Road, Suite 500, Oak Brook, Illinois 60523-2337
Employer Services: 1-800-728-7971 FAX: 630-706-4289
www.imrf.org



August 19, 2024

MEMO

TO: Mayor & City Council Members

FROM: Glen Conklin, City Treasurer

Tony Graff, Interim City Administrator

SUBJECT: Appointment – Interim Finance Director Position

This is a request to Mayor Raymond Soliman to appoint Erica Waggoner as the Interim Finance Director with our recommendation by the City Treasurer Glen Conklin and Interim City Administrator Tony Graff.

Background Information:

GovHr USA Temp was contacted to request if there were any interim finance directors in their network. Also, Illinois City/County Manager Association and Illinois Government Finance Association were contacted too. There was no response except through GovHR Representative Mike Earl who forwarded Erica Waggoner's contact information to Administrator Tony Graff. Erica Waggoner presented her resume for review and an interview was conducted on 8/6/2024 by Mayor Soliman, Treasurer Conklin, and Administrator Graff. After the interview, a tour of the City Offices and introduction to the city staff was conducted.

A follow up by Gov HR USA Temp stated Erica was interested in the interim position and a proposal was drafted for review. Since this position is a key to operations Treasurer Conklin recommended to begin an orientation on August 13, 2024, after the city work session discussion on August 12, 2024.

RECOMMENDATION:

Request to Mayor Soliman to appoint Erica Waggoner as Interim Finance Director and the Request to City Council to Approve the Resolution Approving the Appointment and Licensing Contract with GovHR USA Temp.

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE APPOINTMENT OF ERICA WAGGONER
AS INTERIM FINANCE DIRECTOR AND APPROVING AN EMPLOYEE
LEASING AGREEMENT BY AND BETWEEN THE CITY OF CREST HILL AND
GOVTEMPSUSA, LLC FOR ERICA WAGGONER'S SERVICES AS INTERIM
FINANCE DIRECTOR**

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

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

WHEREAS, the City of Crest Hill is currently without a City Finance Director following the resignation of the City's Interim Finance Director; and

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

WHEREAS, the Mayor has appointed Erica Waggoner as the Interim Finance Director for the City of Crest Hill; and

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

WHEREAS, the Company is willing and able to lease its employee, Erica Waggoner, to the City of Crest Hill as the Interim Finance Director; and

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

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

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

WHEREAS, the City Council has determined that it is in the best interests of the City and its citizens to approve the Appointment of Erica Waggoner as Interim Finance Director and enter into the Agreement with the Company

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

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

SECTION 2: ERICA WAGGONER APPOINTED AS INTERIM FINANCE DIRECTOR.
The City Council hereby approves the appointment of ERICA WAGGONER as Interim FINANCE DIRECTOR.

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

SECTION 4: SEVERABILITY. If any section, paragraph, clause, or provision of this Resolution is held invalid, the invalidity of such section, paragraph, clause, or provision shall not affect any other provision of this Resolution.

SECTION 5: REPEALER. All ordinances, resolutions or orders, or parts thereof, which conflict with the provisions of this Resolution, are to the extent of such conflict hereby repealed.

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

[Left Intentionally Blank]

PASSED THIS 19th DAY OF AUGUST, 2024.

	Aye	Nay	Absent	Abstain
Alderwoman Jennifer Metvin	_____	_____	_____	_____
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 19th DAY OF AUGUST, 2024.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

EXHIBIT A

EMPLOYEE LEASING AGREEMENT

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

SECTION 1 SCOPE OF AGREEMENT

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

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

SECTION 2 SERVICES AND OBLIGATIONS OF GOVTEMPS AND CLIENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 3 FEES PAYABLE TO GOVTEMPS

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

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

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

SECTION 4 INSURANCE

Section 4.01. General and Professional Liability Insurance.

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

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

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

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

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

SECTION 5 DURATION AND TERMINATION OF AGREEMENT

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

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

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

SECTION 6 NON-SOLICITATION

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

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

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

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

SECTION 7 DISCLOSURE AND INDEMNIFICATION PROVISIONS

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

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

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

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

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

SECTION 8 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 9 DISPUTE RESOLUTION

Section 9.01.

Mandatory Mediation/Arbitration.

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

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

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

SECTION 10 NOTICES

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

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

If to GovTemps:

GovTemps/MGT Consulting
790 Frontage Road Suite 213
Northfield, Illinois 60093
Attention: Michael J. Earl
Telephone: 224-261-8366
Electronic Mail: mearl@govhrusa.com

If to Client:

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

[Signatures on following page]

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

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

By _____

Name: A. Trey Traviesa

Title: CEO – GovTemps/MGT Consulting

Effective Date: August 13, 2024

CLIENT

By _____

Name: _____

Title: _____

EXHIBIT A
Assigned Employee and Base Compensation

ASSIGNED EMPLOYEE: Erica Waggoner

POSITION/ASSIGNMENT: Interim Finance Director

POSITION TERM: August 13, 2024 – November 22, 2024

Thereafter, the agreement may be extended up to March 21, 2025 upon mutual agreement of both parties. Either party may terminate the agreement at any time by providing thirty days advance written notice.

BASE COMPENSATION: \$120.70/hour. Employee weekly work hours will vary but are expected to average 30 hours/week. Specific work schedule will be determined between the client and the employee. Client shall report employee's work hours via a timesheet to payroll@govtempsusa.com before close of business on Monday after the prior work week.

OTHER – PAID TIME OFF: State required paid leave (Illinois Paid Leave for all Workers Act) is included in the fee for service. Employees have been advised to coordinate any leave requests with the client. Time off for paid leave shall be administered in accordance with state law.

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

GOVTEMPSUSA/MGT CONSULTING

CLIENT:

By: _____

By: _____

Date: _____

Date: _____

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

EXHIBIT B
Summary of Benefits

Does Not Apply



City Council Agenda Memo

Crest Hill, IL

Meeting Date:	August 19, 2024
Submitter:	Tony Graff, Interim City Administrator
Department:	Administration
Agenda Item:	Recruitment Proposal from Gov HR USA – Finance Director Position

Summary: The request was to contact GovHR USA to prepare a Recruitment Services Proposal for the Finance Director. The Proposal was received on August 7, 2024, which included two (2) phase scope of services at a cost of \$7,000.00. The project timeline is five (5) weeks. If this proposal is approved at the August 19, 2024, city council meeting and the services begin the week of August 26th the approximate date for completion is 1st of October.

Recommended Council Action: Approval of the GovHR USA Recruitment Proposal for Finance Director position.

Financial Impact:

Funding Source: Expenditures have been incorporated into the existing budget to fund these open positions and transition from interim appointments to permanent appointments.

Budgeted Amount:

Cost: \$7,000.00

Attachments: Recruitment Services Proposal from GovHR USA

Proposal

AUGUST 7, 2024

Item 14.



Finance Director Recruitment Services

City of Crest Hill,
Illinois

Submitted by:

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

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Cover Letter



August 7, 2024

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

Dear Mr. Graff,

Thank you for the opportunity to provide you with a proposal for the Finance Director recruitment and selection process for the City of Crest Hill (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*.

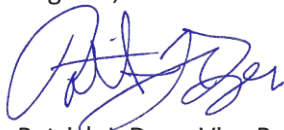
Our consultants have worked in all areas of local government leadership including city/county management, human resources, public safety, finance, public works, parks and recreation, and utilities. This combined hands-on knowledge and experience has made MGT and GovHR proven leaders in public sector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

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.**



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

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 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.



Project Approach & Methodology

A detailed plan specifically designed for you.

Professional Outreach Recruitment Proposed Work Plan

PHASE 1 POSITION ASSESSMENT & POSITION ANNOUNCEMENT

INFORMATION GATHERING

Phase 1 will include the following:

- ◆ Telephone or video conference regarding the position and the recruitment process.
- ◆ Review of position job description and any prior position announcements.
- ◆ Preparation of a position announcement for client review and approval.

PHASE 2 ADVERTISING, CANDIDATE RECRUITMENT, & OUTREACH

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.
 - 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:
 - MGT will provide the City with a list of advertising options for approval.
 - 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 distribute the position announcement to relevant professional network contacts via direct email and/or telephone (up to 3 hours).

- All candidate documents will be sent to the client within 3 business days of the application deadline.
- Notification to all candidates that the recruitment process is being turned over to the client.

Project Timeline

Based on our experience in conducting similar projects, we anticipate the proposed project can be completed within 5 weeks of project initiation as illustrated in **Exhibit 1**.

Exhibit 1. Proposed Schedule

WORK PLAN TASKS	WEEK				
	1	2	3	4	5
Phase 1: Position Assessment & Position Announcement					
Phase 2: Advertising, Candidate Recruitment, & Outreach					

Proposed Cost

Summary of Costs	Price
Recruitment Fee	\$5,000
Advertising <i>*Advertising costs over \$2,000 will be placed only with client approval. If less than \$2,000, Client is only billed for actual cost.</i>	\$2,000*
TOTAL:	\$7,000

All services performed by MGT will be conducted virtually.

Payment for Fees & Services

Recruitment Fee and advertising expenses incurred will be billed upon completion of MGT's services.

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

Report Criteria:

Detail report type printed

[Report]. Check Issue Date = 08/01/2024,08/20/2024

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
67	American Pu	000816970	ANNUAL MEMBERSHI	07/31/2024	238.00	238.00	22800	08/20/2024	724	01035341
Total 67:					238.00	238.00				
82	Vestis	6030314621	UNIFORMS FOR EAST	07/31/2024	52.47	52.47	22881	08/20/2024	724	07085300
		6030314621	UNIFORMS FOR WATE	07/31/2024	34.63	34.63	22881	08/20/2024	724	07065300
		6030314622	UNIFORMS FOR FLEE	07/31/2024	28.55	28.55	22881	08/20/2024	724	01075300
		6030314622	UNIFORMS FOR STRE	07/31/2024	77.95	77.95	22881	08/20/2024	724	01035300
		6030314622	MATS FOR PUBLIC WO	07/31/2024	36.62	36.62	22881	08/20/2024	724	01045300
		6030314622	RESTROOM SERVICE	07/31/2024	64.50	64.50	22881	08/20/2024	724	01045300
		6030314622	UNIFORMS FOR BUILD	07/31/2024	30.11	30.11	22881	08/20/2024	724	01045300
		6030315691	UNIFORMS FOR WEST	08/02/2024	35.41	35.41	22881	08/20/2024	724	07085300
		6030317060	MATS EAST PLANT	08/07/2024	74.96	74.96	22881	08/20/2024	724	01045300
		6030317060	UNIFORMS FOR EAST	08/07/2024	50.38	50.38	22881	08/20/2024	724	07085300
		6030317060	UNIFORMS FOR WATE	08/07/2024	32.53	32.53	22881	08/20/2024	724	07065300
		6030317068	UNIFORMS FOR FLEE	08/07/2024	30.52	30.52	22881	08/20/2024	724	01075300
		6030317068	UNIFORMS FOR STRE	08/07/2024	79.93	79.93	22881	08/20/2024	724	01035300
		6030317068	MATS FOR PUBLIC WO	08/07/2024	117.59	117.59	22881	08/20/2024	724	01045300
		6030317068	RESTROOM SERVICE	08/07/2024	64.50	64.50	22881	08/20/2024	724	01045300
		6030317068	UNIFORMS FOR BUILD	08/07/2024	32.09	32.09	22881	08/20/2024	724	01045300
		6030318014	UNIFORMS FOR WEST	08/09/2024	35.41	35.41	22881	08/20/2024	724	07085300
Total 82:					878.15	878.15				
112	Accurate Em	AUR2260103	EMPLOYMENT SCREE	08/01/2024	1,028.44	1,028.44	22797	08/20/2024	724	01105300
Total 112:					1,028.44	1,028.44				
137	Battery Servi	0112494	FLEET- STOCK BATTE	08/07/2024	136.95	136.95	22802	08/20/2024	724	01075400
Total 137:					136.95	136.95				
171	Brent Hasser	July 2024	CONSULTNG SERVICE	08/01/2024	2,500.00	2,500.00	22804	08/20/2024	724	01105300
Total 171:					2,500.00	2,500.00				
187	Christopher	194093	CH BUSINESSS PARK	08/12/2024	9,952.50	9,952.50	22806	08/20/2024	724	01035330
		194094	DESIGN SERVICES-WI	08/12/2024	2,811.25	2,811.25	22806	08/20/2024	724	01035330
		194095	2024 ROADWAY REHA	08/12/2024	1,305.00	1,305.00	22806	08/20/2024	724	13005330
		194096	2024 ROADWAY REHA	08/12/2024	6,825.86	6,825.86	22806	08/20/2024	724	13005330
		194097	PARKROSE-PROFESSI	08/12/2024	23,212.50	23,212.50	22806	08/20/2024	724	12007620
Total 187:					44,107.11	44,107.11				
291	City of Joliet	957343	FLEET- FUEL JULY 202	08/03/2024	76.71	76.71	22807	08/20/2024	724	01075410
		957343	FLEET- FUEL JULY 202	08/03/2024	5,447.94	5,447.94	22807	08/20/2024	724	01075410
		957343	FLEET- FUEL JULY 202	08/03/2024	31.11	31.11	22807	08/20/2024	724	01075410
		957343	FLEET- FUEL JULY 202	08/03/2024	7,313.16	7,313.16	22807	08/20/2024	724	01075410
Total 291:					12,868.92	12,868.92				
295	Clarke Enviro	001034705	MOSQUITO ABATEME	08/06/2024	3,909.00	3,909.00	22808	08/20/2024	724	01035300

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
Total 295:					3,909.00	3,909.00				
320	ComEd 9282	July 2024	ELECTRIC - VALVE STA	07/30/2024	22.36	22.36	22813	08/20/2024	724	07065353
Total 320:					22.36	22.36				
323	ComEd 2717	July 2024	ELECTIC 1306-1/2 HAR	07/30/2024	26.10	26.10	22810	08/20/2024	724	07075353
Total 323:					26.10	26.10				
324	ComEd 5197	July 2024	ELECTRIC - 0 ROOT B	07/30/2024	26.10	26.10	22812	08/20/2024	724	07075353
Total 324:					26.10	26.10				
327	ComEd 2395	July 2024	ELECTRIC FOR LIFT A	08/06/2024	223.41	223.41	22809	08/20/2024	724	07075353
Total 327:					223.41	223.41				
334	ComEd 3357	July 2024	STREET LIGHTS ON E	07/25/2024	216.54	216.54	22811	08/20/2024	724	01035351
Total 334:					216.54	216.54				
434	Ryan Dobczyk	FBI LEEDA J	MEAL EXPENSE-DOBC	07/27/2024	60.00	60.00	22868	08/20/2024	724	01025343
		ILEAS RNC J	MEAL EXPENSE-DOBC	07/25/2024	145.82	145.82	22868	08/20/2024	724	01025343
Total 434:					205.82	205.82				
518	Experian	430564	MONTHLY INVOICE JU	07/28/2024	25.00	25.00	22822	08/20/2024	724	01025345
Total 518:					25.00	25.00				
528	Feece Oil Co	2225593	FLEET- #200 HYDRAUL	07/01/2024	404.80	404.80	22824	08/20/2024	724	01075410
Total 528:					404.80	404.80				
535	The Fields on	1189	PLANTING TREES AT	08/02/2024	1,465.00	1,465.00	22874	08/20/2024	724	01105300
		1190	LANDSCAPING RT 53	08/02/2024	8,350.00	8,350.00	22874	08/20/2024	724	01035300
Total 535:					9,815.00	9,815.00				
644	Core & Main	V271285	COMMAND LINK AND	07/22/2024	1,161.46	1,161.46	22814	08/20/2024	724	07095470
Total 644:					1,161.46	1,161.46				
772	International	0336841	IACP NET DUES 03/01/	01/16/2024	875.00	875.00	22826	08/20/2024	724	01025345
Total 772:					875.00	875.00				
846	Kimball Midw	102492541	GLOVES FOR STP	08/09/2024	289.80	289.80	22832	08/20/2024	724	07085402
		102493904	DRILL BITS	08/09/2024	26.36	26.36	22832	08/20/2024	724	07085365
		102493904	SAW BLADES	08/09/2024	85.80	85.80	22832	08/20/2024	724	07085366
Total 846:					401.96	401.96				
956	McMaster Ca	30917255	SUPPLIES WEST PLAN	07/30/2024	255.27	255.27	22838	08/20/2024	724	07085365

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
Total 956:					255.27	255.27				
958	Meade, Inc.	709319	TRAFFIC SIGNAL MAIN	07/31/2024	208.20	208.20	22839	08/20/2024	724	01035300
		709319	TRAFFIC SIGNAL MAIN	07/31/2024	208.20	208.20	22839	08/20/2024	724	01035300
		709319	TRAFFIC SIGNAL MAIN	07/31/2024	208.20	208.20	22839	08/20/2024	724	01035300
Total 958:					624.60	624.60				
965	M.E. Simpso	42809	LEAD SERVICE LINE I	07/31/2024	4,620.00	4,620.00	22835	08/20/2024	724	07065332
Total 965:					4,620.00	4,620.00				
991	MOE Fringe	September 2	SEPTEMBER 2024	08/01/2024	52,063.00	52,063.00	406	08/01/2024	724	07094200
Total 991:					52,063.00	52,063.00				
995	Monroe Truc	344295	FLEET- #35 CRANE PA	08/02/2024	484.74	484.74	22841	08/20/2024	724	01075400
Total 995:					484.74	484.74				
1003	Factory Moto	50-5486416	FLEET- STOCK POLIC	07/31/2024	39.90	39.90	22823	08/20/2024	724	01075400
		53-479661	FLEET- STOCK BULBS	07/31/2024	39.90	39.90	22823	08/20/2024	724	01075400
Total 1003:					79.80	79.80				
1017	DACRA Adju	DT 2024-07-	MONLTY INVOICE	07/31/2024	2,500.00	2,500.00	22815	08/20/2024	724	01025300
Total 1017:					2,500.00	2,500.00				
1059	Nicor 39-52-5	July 2024	WELL #10 NICOR	08/07/2024	53.61	53.61	22849	08/20/2024	724	07065350
Total 1059:					53.61	53.61				
1060	Nicor 56-57-8	July 2024	WELL #9/12 NICOR	08/02/2024	144.20	144.20	22851	08/20/2024	724	07065350
Total 1060:					144.20	144.20				
1061	Nicor 43-23-2	July 2024	CITY HALL NICOR	08/01/2024	159.22	159.22	22850	08/20/2024	724	01105350
Total 1061:					159.22	159.22				
1062	Nicor 89-13-6	July 2024	WELL #11 NICOR GAS	08/02/2024	140.35	140.35	22852	08/20/2024	724	07065350
Total 1062:					140.35	140.35				
1063	Nicor 24-66-3	July 2024	LIFT STATION NICOR	08/02/2024	45.22	45.22	22848	08/20/2024	724	07075350
Total 1063:					45.22	45.22				
1065	Nicor 95-25-4	July 2024	WELL #1 NICOR	08/02/2024	1,302.54	1,302.54	22854	08/20/2024	724	07065350
Total 1065:					1,302.54	1,302.54				
1066	Nicor 08-01-5	July 2024	WELL #7 NICOR GAS	08/05/2024	276.33	276.33	22844	08/20/2024	724	07065350

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
Total 1066:					276.33	276.33				
1067	Nicor 89-80-1	July 2024	EAST PLANT NICOR	08/01/2024	164.18	164.18	22853	08/20/2024	724	07085350
Total 1067:					164.18	164.18				
1102	Ottosen DiNo	8464	LABOR / PERSONNEL	07/31/2024	4,768.50	4,768.50	22855	08/20/2024	724	01105302
Total 1102:					4,768.50	4,768.50				
1148	Physicians I	4410227 July	PREEMPLOYMENT SC	08/05/2024	755.00	755.00	22857	08/20/2024	724	01105300
Total 1148:					755.00	755.00				
1161	Police Chiefs	Clark,Opiola,	WC POLICE CHIEFS M	08/06/2024	150.00	150.00	22858	08/20/2024	724	01025341
Total 1161:					150.00	150.00				
1164	Pomp's Tire	690138211	FLEET- #221 FRONT TI	08/02/2024	176.25	176.25	22859	08/20/2024	724	01075400
Total 1164:					176.25	176.25				
1195	Quill LLC	39603398	CYAN PRINTER TONE	07/18/2024	107.04	107.04	22861	08/20/2024	724	01165401
		39603398	MAGENTA PRINTER T	07/18/2024	107.04	107.04	22861	08/20/2024	724	01165401
		39603398	BLACK PRINTER TONE	07/18/2024	147.92	147.92	22861	08/20/2024	724	01165401
		39603398	PENS	07/18/2024	.09	.09	22861	08/20/2024	724	01165401
		39603398	BINDER	07/18/2024	.09	.09	22861	08/20/2024	724	01165401
		39603398	HIGHLIGHTERS	07/18/2024	.09	.09	22861	08/20/2024	724	01165401
Total 1195:					362.27	362.27				
1196	R&R Septic	24-3104	CAMERA/LOCATE TO	07/31/2024	370.00	370.00	22862	08/20/2024	724	01045300
		24-3205	HYDROEXCAVATION/J	08/09/2024	1,950.00	1,950.00	22862	08/20/2024	724	07065430
Total 1196:					2,320.00	2,320.00				
1207	Rapid Lands	26684	VEGETATION CUTTIN	07/25/2024	110.00	110.00	22863	08/20/2024	724	01165300
		26685	VEGETATION CUTTIN	07/25/2024	160.00	160.00	22863	08/20/2024	724	01165300
		26686	VEGETATION CUTTIN	07/25/2024	195.00	195.00	22863	08/20/2024	724	01165300
Total 1207:					465.00	465.00				
1237	Robinson En	24070344	CONSULTING SERVIC	07/22/2024	5,768.50	5,768.50	22865	08/20/2024	724	01105312
		24070436	INTERMIM PLANNER-C	07/29/2024	3,660.25	3,660.25	22865	08/20/2024	724	01165300
		24070437	CE PLAINFIELD RD W	07/29/2024	1,885.00	1,885.00	22865	08/20/2024	724	12007602
		24070438	INTERMIM PLANNER-C	07/29/2024	399.25	399.25	22865	08/20/2024	724	01165300
		24070439	INTERMIM PLANNER-C	07/29/2024	5,956.00	5,956.00	22865	08/20/2024	724	01165300
		24070507	INTERMIM PLANNER-C	07/31/2024	5,224.75	5,224.75	22865	08/20/2024	724	01165300
Total 1237:					22,893.75	22,893.75				
1249	Rush Truck C	3037425278	FLEET- VACTOR TRUC	06/03/2024	1,213.53	1,213.53	22867	08/20/2024	724	01075400
Total 1249:					1,213.53	1,213.53				
1281	Secretary of	#903 August	REGISTRATION RENE	08/01/2024	151.00	151.00	22869	08/20/2024	724	01025310

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
Total 1281:					151.00	151.00				
1295	Shaw Media	0724100843	SERVICE CHARGE	07/31/2024	17.99	17.99	22870	08/20/2024	724	01025321
		0724100852	CREST HILL PAGE	07/31/2024	466.90	466.90	22870	08/20/2024	724	01105321
Total 1295:					484.89	484.89				
1302	Shorewood H	01-430813	FLEET- SMALL EQUIP	08/01/2024	371.31	371.31	22871	08/20/2024	724	01075400
		01-430870	FLEET- #221 FRONT T	08/01/2024	860.00	860.00	22871	08/20/2024	724	01075400
Total 1302:					1,231.31	1,231.31				
1366	Stewart Spre	3908	TRANSFER OF LIQUID	08/06/2024	4,155.00	4,155.00	22872	08/20/2024	724	07085373
Total 1366:					4,155.00	4,155.00				
1379	Suburban La	227154	DRINKING WATER LAB	07/31/2024	2,952.80	2,952.80	22873	08/20/2024	724	07065306
		227300	WEST AND EAST NP	07/31/2024	1,028.19	1,028.19	22873	08/20/2024	724	07085306
Total 1379:					3,980.99	3,980.99				
1392	SWAHM	August 2024	SWAHM 8-2024	08/01/2024	86,620.81	86,620.81	407	08/01/2024	724	01002438
Total 1392:					86,620.81	86,620.81				
1432	Ron Tirapelli	652128	FLEET- COOLANT TAN	08/01/2024	483.54	483.54	22866	08/20/2024	724	01075400
Total 1432:					483.54	483.54				
1502	Underground	068404	BBOX REPAIR MATERI	08/12/2024	2,471.00	2,471.00	22875	08/20/2024	724	07065430
Total 1502:					2,471.00	2,471.00				
1521	USABlueBoo	INV0042368	WEST PLANT SUPPLIE	07/16/2024	339.97	339.97	22876	08/20/2024	724	07085420
		INV0042907	SAMPLING BAGS	07/22/2024	132.85	132.85	22876	08/20/2024	724	07085420
		INV0043539	LAB SUPPLIES	07/26/2024	1,167.88	1,167.88	22876	08/20/2024	724	07065420
Total 1521:					1,640.70	1,640.70				
1529	Utility Service	607812	FILTER MEDIA REPLA	07/24/2024	145,768.00	145,768.00	22877	08/20/2024	724	07065362
Total 1529:					145,768.00	145,768.00				
1548	Verizon Wirel	9967322490	MONTHLY STATEMENT	06/23/2024	1,213.89	1,213.89	22879	08/20/2024	724	01065350
		9969750043	MONTHLY STATEMENT	07/23/2024	1,214.09	1,214.09	22879	08/20/2024	724	01065350
Total 1548:					2,427.98	2,427.98				
1549	Verizon Wirel	9970428544	VERIZON WIRELESS S	08/01/2024	2,822.20	2,822.20	22880	08/20/2024	724	07065350
Total 1549:					2,822.20	2,822.20				
1578	Will County D	City Center B	WEBER ROAD - CH 88	07/24/2024	924.60	924.60	22884	08/20/2024	724	01035351
		Crest Hill Dr	WEBER ROAD - CH 88	07/24/2024	924.60	924.60	22884	08/20/2024	724	01035351
		Randich Roa	WEBER RD - CH 88 AT	07/24/2024	924.60	924.60	22884	08/20/2024	724	01035351
		Ryan Drive D	WEBER RD - CH 88 AT	08/06/2024	1,148.46	1,148.46	22884	08/20/2024	724	01035351

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
Total 1578:					3,922.26	3,922.26				
1589	Wescom	20240906	WESCOM DISPATCH S	08/01/2024	23,343.58	23,343.58	22883	08/20/2024	724	01025307
Total 1589:					23,343.58	23,343.58				
1605	Will County R	Finance Dept	MUNICIPAL LIENS/REL	08/01/2024	624.00	624.00	22885	08/20/2024	724	01115325
Total 1605:					624.00	624.00				
1638	Wunderlich D	207384	DOOR REPAIRS ESTP	08/08/2024	3,989.53	3,989.53	22886	08/20/2024	724	07085366
Total 1638:					3,989.53	3,989.53				
1694	Nicor 13-03-7	July 2024	PW NICOR	08/01/2024	172.85	172.85	22845	08/20/2024	724	01035351
Total 1694:					172.85	172.85				
1745	Bannon Exter	15050	QUARTERLY EXTERMI	06/26/2024	160.00	160.00	22801	08/20/2024	724	01045300
		15055	QUARTERLY EXTERMI	08/09/2024	185.00	185.00	22801	08/20/2024	724	01045300
Total 1745:					345.00	345.00				
1746	Vestis First Ai	CM#80977	REFUND FOR REPLEN	08/01/2024	97.20-	97.20-	22882	08/20/2024	724	01035402
		ORD5-01153	REPLENISH FIRST AID	07/29/2024	182.80	182.80	22882	08/20/2024	724	07085402
Total 1746:					85.60	85.60				
1879	Nicor 24-47-6	July 2024	NICOR MONTHLY STAT	08/07/2024	163.72	163.72	22847	08/20/2024	724	01105350
Total 1879:					163.72	163.72				
1880	Nicor 17-28-8	July 2024	POLICE DEPARTMENT	08/07/2024	181.08	181.08	22846	08/20/2024	724	01105350
Total 1880:					181.08	181.08				
1924	V3 Companie	524513	CIRCLE-GREEN-OAKL	06/05/2024	1,208.17	1,208.17	22878	08/20/2024	724	12007602
		624730	CIRCLE-GREEN-OAKL	07/15/2024	857.48	857.48	22878	08/20/2024	724	12007602
		624731	CIRCLE AND GREEN C	07/15/2024	2,821.62	2,821.62	22878	08/20/2024	724	12007620
		624732	DIVISION PROFESSIO	07/15/2024	5,862.31	5,862.31	22878	08/20/2024	724	35005330
Total 1924:					10,749.58	10,749.58				
1942	Lisa's Face P	July 2024	LISA'S FACE PAINTING	07/30/2024	400.00	400.00	22834	08/20/2024	724	01025402
Total 1942:					400.00	400.00				
1950	Pure Water P	1804764	PAPER STATEMENT F	08/12/2024	3.00	3.00	22860	08/20/2024	724	07085343
		1804765	EAST PLANT WATER	08/12/2024	65.00	65.00	22860	08/20/2024	724	07085343
		1804766	PAPER STATEMENT F	08/12/2024	3.00	3.00	22860	08/20/2024	724	01035343
		1804767	WATER FOR ELROSE	08/12/2024	65.00	65.00	22860	08/20/2024	724	01045343
Total 1950:					136.00	136.00				
1953	Amazon Capi	13KM-PPW	UNDERGROUND PIPE	08/05/2024	11,615.91	11,615.91	22799	08/20/2024	724	12007620
		1CT3-C3XQ	PLASTICWARE-FORKS	08/01/2024	37.96	37.96	22799	08/20/2024	724	01025400

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
		1XGN-YW6	GLUE STICKS	07/26/2024	7.64	7.64	22799	08/20/2024	724	01025401
		CM#1W7W-	FLEET- BRAKE PART R	07/31/2024	86.12-	86.12-	22799	08/20/2024	724	01075400
		1671-XTM7-	FLASHDRIVES 256GB	07/31/2024	63.96	63.96	22799	08/20/2024	724	01025400
		167X-FTFT-4	COFFEE	08/01/2024	35.99	35.99	22799	08/20/2024	724	01165401
		16NW-DYXV-	FLAG POLES AND STA	08/01/2024	254.23	254.23	22799	08/20/2024	724	01105400
		1797-P64C-	OFFICE SUPPLIES	08/04/2024	10.49	10.49	22799	08/20/2024	724	01165401
		1JDX-19R9-	PHONE CASE	08/05/2024	22.95	22.95	22799	08/20/2024	724	01035401
		1KKJ-PCPM-	CANDY FOR FRONT D	08/11/2024	11.90	11.90	22799	08/20/2024	724	01165401
		1KKJ-PCPM-	BLUE STAMP INK REFI	08/11/2024	4.90	4.90	22799	08/20/2024	724	01165401
		1L1M-NPCP-	SHARPIES	08/06/2024	18.39	18.39	22799	08/20/2024	724	07085401
		1L1M-NPCP-	TIME CARDS	08/06/2024	22.68	22.68	22799	08/20/2024	724	01035401
		1QM6-YMFR	KLEENEX	08/05/2024	13.00	13.00	22799	08/20/2024	724	01165401
		1RDK-7KWX	IPAD SCREEN PROTE	08/06/2024	9.98	9.98	22799	08/20/2024	724	07065301
		1W3L-HV6X-	PENS FOR OFFICE	07/31/2024	8.83	8.83	22799	08/20/2024	724	01165401
		1W3L-HV6X-	PENS FOR FRONT CO	07/31/2024	5.31	5.31	22799	08/20/2024	724	01165401
		1W3L-HV6X-	FINE POINT MARKERS	07/31/2024	7.41	7.41	22799	08/20/2024	724	01165401
		1W3L-HV6X-	STYLUS FOR FRONT C	07/31/2024	4.69	4.69	22799	08/20/2024	724	01165401
		CM#1R6J-N	FLEET- BRAKE PARTS	07/31/2024	43.06-	43.06-	22799	08/20/2024	724	01075400
		CM#1T9V-R	CREDIT FOR INCOMPL	08/12/2024	11.90-	11.90-	22799	08/20/2024	724	01165401
Total 1953:					12,015.14	12,015.14				
1977	AIS Inc	88710	MERAKI LICENSE	08/02/2024	62.00	62.00	22798	08/20/2024	724	01065301
		88754	IT BLK HRS	08/08/2024	13,000.00	13,000.00	22798	08/20/2024	724	01065301
		88755	DATA SERVICES	08/08/2024	2,020.00	2,020.00	22798	08/20/2024	724	01065301
Total 1977:					15,082.00	15,082.00				
2043	Donald E. Mo	July 2024	DONALD E MORRIS R	07/31/2024	2,215.00	2,215.00	22819	08/20/2024	724	01165300
Total 2043:					2,215.00	2,215.00				
2073	David Strahl	#25	TIME WORKED 7/28/20	08/03/2024	3,479.00	3,479.00	22818	08/20/2024	724	01105300
Total 2073:					3,479.00	3,479.00				
2074	MGT of Amer	GHR02-0044	CONTRACTUAL SERVI	08/05/2024	16,509.29	16,509.29	22840	08/20/2024	724	01105300
Total 2074:					16,509.29	16,509.29				
2091	Lenny's Gas	4550	FLEET- JUNLY 2024 VE	08/08/2024	32.00	32.00	22825	08/20/2024	724	01075300
Total 2091:					32.00	32.00				
2103	Law Office of	5760	REIMBURSEMENT CO	07/31/2024	452.75	452.75	22833	08/20/2024	724	01105302
Total 2103:					452.75	452.75				
2110	2024 Clothin	B. CHANCE	LEGAL	08/08/2024	56.99	56.99	22805	08/20/2024	724	01105302
		B. MATUSAK	SETTLEMENT	08/08/2024	131.86	131.86	22803	08/20/2024	724	01105302
		D. DYAR	LEGAL	08/08/2024	111.02	111.02	22816	08/20/2024	724	01105302
		D. KUBAN	LEGAL	08/08/2024	124.11	124.11	22817	08/20/2024	724	01105302
		E. BUSHON	LEGAL	08/08/2024	108.31	108.31	22821	08/20/2024	724	01105302
		E. CLEMENT	LEGAL	08/08/2024	134.75	134.75	22820	08/20/2024	724	01105302
		J. BROWN	LEGAL	08/08/2024	106.89	106.89	22830	08/20/2024	724	01105302
		J. GUZMAN	LEGAL	08/08/2024	131.31	131.31	22831	08/20/2024	724	01105302
		J. KEMP	LEGAL	08/08/2024	57.98	57.98	22828	08/20/2024	724	01105302

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		J. MARSH	LEGAL	08/08/2024	111.31	111.31	22827	08/20/2024	724	01105302
		J. PELLEGRINI	LEGAL	08/08/2024	123.81	123.81	22829	08/20/2024	724	01105302
		M. BROWN	LEGAL	08/08/2024	69.52	69.52	22836	08/20/2024	724	01105302
		M. DALETSKY	LEGAL	08/08/2024	48.24	48.24	22837	08/20/2024	724	01105302
		N. HARBUT	LEGAL	08/08/2024	47.97	47.97	22842	08/20/2024	724	01105302
		N. HIETSCH	LEGAL	08/08/2024	134.61	134.61	22843	08/20/2024	724	01105302
		P. MARTINO	LEGAL	08/08/2024	34.36	34.36	22856	08/20/2024	724	01105302
		R. PECENIA	LEGAL	08/08/2024	29.03	29.03	22864	08/20/2024	724	01105302
Total 2110:					1,562.07	1,562.07				
Grand Totals:					522,785.35	522,785.35				

Report Criteria:
Detail report type printed
[Report].Check Issue Date = 08/01/2024,08/20/2024