

Regular City Council Meeting Crest Hill, IL June 19, 2023 7:00 PM Council Chambers 20600 City Center Boulevard, Crest Hill, IL 60403

# Agenda

# **Opening of Meeting:**

Pledge of Allegiance

Roll Call

# Minutes:

<u>1.</u> Approve the Minutes from the Regular Meeting Held on June 5, 2023

# **City Attorney:**

2. Approval of a Memorandum of Understanding Between the City of Crest Hill, Officer Ryan Tetlow, and Metropolitan Alliance of Police #15

# **City Administrator:**

# **Public Works Department:**

# **City Engineer:**

<u>3.</u> Execute Two Contracts with Patriot Pavement Marking. for the 2023/2024 MFT Crack Control Program-(Section No 24-00000-00-GM)

A) Execute Contract A for the 2023/2024 MFT Crack Control Program in the Amount of \$15,922.50

B) Execute Contract B for the 2023/2024 MFT Crack Control Program in the Amount of \$19,000.00

<u>4.</u> Approve the Following Change Orders, Contracts, and Proposals:

Approve Change Order No 1 with Construction Solutions of Illinois, Inc. for the Water Main Relocation Work at the Hillcrest Shopping Center due to the Construction of New Recruiting Building which will Increase the City Share from this Work for Construction to \$365,534.90

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

5. Approve the Following Change Orders, Contracts, and Proposals:

Approve Change Order No. 1 with V3 Companies for the Chaney and Center Water Main and Roadway Rehabilitation Project which will Increase the Contract Amount to \$3,535,133.30

6. Execute the Route 66 Community Monuments Memorandum of Understanding Agreement between Heritage Corridor Convention and Visitors Bureau and City of Crest Hill

B) Approve a Resolution Approving a Memorandum of Understanding by and Between the City of Crest Hill, Will County, Illinois, and Heritage Corridor Convention and Visitors' Bureau, an Illinois Not-for-Profit Corporation

# **Community Development:**

- 7. Approve an Ordinance Granting a Special Use Permit with Respect to Certain Real Property Located within the Corporate Boundaries of Crest Hill [Application of Events and Venues by James (James Sankey)]
- 8. Approve an Ordinance Granting a Special Use Permit with Respect to Certain Real Property Located within the Corporate Boundaries of Crest Hill (Application of Home Essentials Furniture)
- 9. Approve a Resolution Approving an Engagement Letter Between the City of Crest Hill, Will County, Illinois, and Ryan LLC for Financial Consulting Services Related to the Division Street Tax Increment Financing District
- 10. Approve an Ordinance Correcting a Scrivener's Error in the Legal Description in Exhibits to Ordinances Nos. 1946, 1947, and 1948
- <u>11.</u> Approve the Following Change Orders, Contracts, and Proposals:

A) Approve Change Order with Cosgrove Construction, Inc. for Construction Work at the City Center in the Amount of \$12,915.00

B) Approve Change Order with LVS Solution, Inc. for Construction Work at the City Center in the Amount of \$5,030.00

# **Police Department:**

12. Approve an Ordinance Authorizing the Disposal of Surplus Personal Property Owned by the City of Crest Hill, Will County, Illinois - Retirement of Police Canine Simo

A) Approval of an Acquisition of a New Police Dog

13. Approval of Police Records Supervisor Salary

# Mayor's Report:

- <u>14.</u> Approve a Three-Day Liquor License Waiver for Festa Italiana American Italian Cultural Society
- 15. Approve a Sign Permit Waiver for Festa Italiana American Italian Cultural Society
- <u>16.</u> Approve a Parade Road Closure for Festa Italiana American Italian Cultural Society
- <u>17.</u> A Resolution Honoring the Zdralevich Family on the 90th Anniversary of Merichka's Restaurant in the City Crest Hill

## **City Clerk's Report:**

18. Approve an Ordinance Authorizing the Donation or Disposal of Surplus Personal Property Owned by the City of Crest Hill, Will County, Illinois to the Illinois Rock & Roll Museum on Route 66

# **City Treasurer's Report:**

- 19. Regular and Overtime Payroll from May 22, 2023 to June 4, 2023 in the Amount of \$261,462.72
- 20. Approval of the List of Bills through June 20, 2023 in the Amount of \$976,437.28
- 21. Approval to Amend the City's Current Purchasing Policy
- 22. Approval of Two Insurance Contracts from Kroll, LLC:

A) A Motion to Approve a Kroll, LLC Property Insurance Appraisal for the City's Use in Connection with its Internal Analysis of its Insurance needs and Financial Reporting as of June 30, 2023 for \$15,925

B) A Motion to Approve a Kroll, LLC Contract to provide Updated Fixed Asset Accounting Records for Internal Accounting Control and Financial Reporting as of June 30, 2023 for \$28,000

# **Unfinished Business:**

## **New Business:**

**Committee/Liaison Reports:** 

**City Council Comments:** 

## **Public Comment:**

Executive Session: If Called by Council for a Good Cause

23. 5ILCS 120/2(c)(1): The Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of the Public Body or Legal Counsel for the Public Body, Including Hearing Testimony on a Complaint Lodged against an Employee of the Public Body or Against Legal Counsel for the Public Body to Determine its Validity

# Adjourn:

# MINUTES OF THE REGULAR MEETING CITY COUNCIL OF CREST HILL WILL COUNTY, ILLINOIS June 5, 2023

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

The Pledge of Allegiance was recited in unison.

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

Also present were: Finance Director Lisa Banovetz, Police Chief Ed Clark, Deputy Chief Ryan Dobczyk, City Engineer Ron Wiedeman, City Attorney Mike Stiff, Deputy Clerk Karen Kozerka.

Absent were: Interim Planner Maura Rigoni, Director of Public Works Mark Siefert,

<u>APPROVAL OF MINUTES</u>: Mayor Soliman presented the minutes from the regular meeting held on May 15, 2023 for Council approval per the memo date June 5, 2023.

(#1) Motion by Alderman Albert seconded by Alderman Jefferson, to approve the minutes from the regular meeting held on May 15, 2023 per the memo dated June 5, 2023. On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

Mayor Soliman presented the minutes from the work session held on May 2, 2023 for Council approval.

(#2) Motion by Alderwoman Gazal seconded by Alderman Albert, to approve the minutes from the work session meeting held on May 2, 2023 per the memo dated June 5, 2023. On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

Mayor Soliman presented the minutes from the work session held on May 8, 2023 for Council approval.

(#3) Motion by Alderwoman Gazal seconded by Alderman Jefferson, to approve the minutes from the work session meeting held on May 8, 2023 per the memo dated June 5, 2023.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

Mayor Soliman presented the minutes from the work session held on May 22, 2023 for Council approval.

(#4) Motion by Alderman Dyke seconded by Alderman Jefferson, to approve the minutes from the work session meeting held on May 22, 2023 per the memo dated June 5, 2023. On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

Mayor Raymond Soliman asked to deviate from the regular agenda to the Mayor's Report for the Proclamation Recognizing the 45<sup>th</sup> Anniversary of AB Gusto's Bar and Grill in the City of Crest Hill. Council members read the Proclamation.

(#5) Motion by Alderperson Oberlin and seconded by Alderwoman Gazal for the approval of the Proclamation Recognizing the 45<sup>th</sup> Anniversary of AB Gusto's Bar and Grill in the City of Crest Hill.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

Mayor Raymond Soliman presented the Proclamation to Brian and Joy Lewandowski. Mayor Soliman congratulated and thanked Brian and Joy for always being professional and having a successful business. Brian Lewandowski gave a brief speech thanking all their customers for their loyalty and the city for honoring their business.

Alderwoman Gazal thanked Brian for all the donations to the outreach and congratulated them.

Alderman Vershay congratulated Brian and Joy and complimented how good the food is.

Alderperson Oberlin congratulated Brian and Joy and commented how nothing says a good businessman more than the community spirit.

Alderman Dyke congratulated Brian and Joy on the many years of business in Crest Hill and thanked them for helping the community.

Alderman Albert congratulated Brian and Joy on many years of good business and commented how he loves their burgers and the great prices.

Mayor Raymond Soliman asked to deviate from the regular agenda to the City Clerk's Report for a Resolution Honoring Laurie Thrasher on her Retirement as Administrative Clerk of the City of Crest Hill City Clerk's Office.

City Clerk Christine Vershay-Hall read and presented the Resolution to Laurie Thrasher and congratulated her and thanked her for her service and commitment to the City of Crest Hill. Laurie Thrasher gave a brief speech and thanked the Council and her co-workers for presenting her with the Resolution. She also thanked her friends and family for coming and the residents of Crest Hill for allowing her to serve them.

Mayor Soliman thanked Laurie for her years of service. Mayor Soliman stated Laurie always treated the residents with courtesy and respect and thanked her for improving the quality of life in the City of Crest Hill.

Alderman Vershay congratulated Laurie on her retirement and said she is really missed.

Alderman Dyke congratulated Laurie on her service and everything she has done for the community itself.

Alderman Albert thanked Laurie for her service with the city and for her friendship.

Alderperson Oberlin congratulated Laurie on her retirement.

Alderwoman Gazal congratulated Laurie and thanked her for her service.

(#6) Motion by Alderman Albert seconded by Alderman Dyke, to approve a Resolution Honoring Laurie Thrasher on her Retirement as Administrative Clerk of the City of Crest Hill City Clerk's Office. City Clerk Christine Vershay-Hall read the Resolution.
On roll call, the vote was: AYES: Ald. Cipiti, Albert, Kubal, Dyke, Vershay, Jefferson, Gazal, Oberlin.
NAYES: None.
ABSENT: None.
There being eight (8) affirmative votes, the <u>MOTION CARRIED</u>.
Resolution #1174

Chief Deputy Ryan Dobczyk gave a speech on how gracious Laurie has been helping and volunteering on special events and being a great supporter of the Police Department over the years. He also thanked her for her service and congratulated her on her retirement.

Bill Thomas, the Chairman of the Plan Commission, gave a speech of how appreciated Laurie was for all her dedication with the Plan Commission and how incredible her minutes were and thanked her for all her hard work throughout the years.

Jackie, the President of the Crest Hill Lions Club, thanked Brian with AB Gustos Bar & Grill. She stated Brian is so welcoming when the Lions Club hold the meetings at AB Gustos Bar & Grill and the food is amazing. Jackie also commented that she has become

amazing friends with Laurie over the years and wanted to congratulate Laurie on her retirement.

<u>CITY ATTORNEY</u>: City Attorney Mike Stiff requested Approval of a Memorandum of Understanding Between the City of Crest Hill, Officer Ryan Tetlow and Metropolitan Alliance of Police #15 per the memo dated June 5, 2023. Attorney Stiff stated that this was discussed in executive session and the memorandum was drafted by John Kelly and vetted by CCMSI and they had modifications that they want, and we have not heard back from them yet. Attorney Stiff stated, with that said, he would be requesting a motion to table the agenda item.

(#7) Motion by Alderman Cipiti seconded by Alderwoman Gazal, to Table the Memorandum of Understanding Between the City of Crest Hill, Officer Ryan Tetlow and Metropolitan Alliance of Police #15 per the memo dated June 5, 2023.

On roll call, the vote was:

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

ADGENT N

ABSENT: None.

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

<u>CITY ADMINISTRATOR</u>: There were no agenda items for discussion.

PUBLIC WORKS DEPARTMENT: There were no agenda items for discussion.

<u>CITY ENGINEER</u>: City Engineer Ron Wiedeman requested to Execute a Professional Services Agreement with V3 Companies to Prepare Plans, Specifications and Bid Documents for the Circle, Green and Oakland Watermain Replacement and Roadway Rehabilitation Contract per the memo dated June 5, 2023.

(#8) Motion by Alderman Albert seconded by Alderman Cipiti, for approval to Execute a Professional Services Agreement with V3 Companies to Prepare Plans, Specifications and Bid Documents for the Circle, Green and Oakland Watermain Replacement and Roadway Rehabilitation Contract per the memo dated June 5, 2023.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

Engineer Wiedeman requested to Authorize the Mayor to Execute a Professional Services Agreement with Christopher B. Burke Engineering, Ltd to Prepare Plans, Specifications and Bid Documents for the Kelly Avenue and Cora Street Retaining Wall Replacement Contract Not to Exceed Amount of \$54,680.00 per the memo dated June 5, 2023.

(#9) Motion by Alderperson Oberlin seconded by Alderwoman Gazal, to Authorize the Mayor to Execute a Professional Services Agreement with Christopher B. Burke Engineering, Ltd to Prepare Plans, Specifications and Bid Documents for the Kelly Avenue and Cora Street Retaining Wall Replacement Contract Not to Exceed Amount of \$54,680.00 per the memo dated June 5, 2023.

On roll call, the vote was: AYES: Ald. Cipiti, Albert, Kubal, Dyke, Vershay, Jefferson, Gazal, Oberlin. NAYES: None. ABSENT: None. There being eight (8) affirmative votes, the MOTION CARRIED.

Engineer Wiedeman requested to Authorize the Mayor to Execute a Professional Services Agreement with Geotech Inc. to Conduct Field Survey Work for the Preparation of Easement Documents for the Kelly Avenue and Cora Street Retaining Wall Replacement Contract Not to Exceed Amount of \$9,000.00 per the memo dated June 5, 2023.

(#10) Motion by Alderman Dyke seconded by Alderman Vershay, to Authorize the Mayor to Execute a Professional Services Agreement with Geotech Inc. to Conduct Field Survey Work for the Preparation of Easement Documents for the Kelly Avenue and Cora Street Retaining Wall Replacement Contract Not to Exceed Amount of \$9,000.00 per the memo dated June 5, 2023.

On roll call, the vote was: AYES: Ald. Jefferson, Gazal, Oberlin, Cipiti, Albert, Kubal, Dyke, Vershay. NAYES: None. ABSENT: None. There being eight (8) affirmative votes, the MOTION CARRIED.

Engineer Wiedeman requested to Award the Contract to Sheridan Plumbing & Sewer for the U.S. 30 (Plainfield Road) 10-inch Water Main Lining Maintenance Project in the Amount of \$2,831,319.50 per the memo dated June 5, 2023.

(#11) Motion by Alderman Albert seconded by Alderman Cipiti, to Award the Contract to Sheridan Plumbing & Sewer for the U.S. 30 (Plainfield Road) 10-inch Water Main Lining Maintenance Project in the Amount of \$2,831,319.50 per the memo dated June 5, 2023. On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

Engineer Wiedeman requested to Approve a Construction Engineering Contract with Robinson Engineering, Ltd. in the Amount of \$208,000.00 per the memo dated June 5, 2023.

(#12) Motion by Alderwoman Gazal seconded by Alderman Albert, to Approve a Construction Engineering Contract with Robinson Engineering, Ltd. in the Amount of \$208,000.00 per the memo dated June 5, 2023.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

Engineer Wiedeman stated that the attorney and himself are still vetting out the agreement and still have questions and would be requesting a motion to Table the Route 66 Community Monuments Memorandum of Understanding Agreement between Heritage Corridor Convention and Visitors Bureau and City of Crest Hill per the memo dated June 5, 2023.

(#13) Motion by Alderman Jefferson seconded by Alderman Albert, to Table the Route 66 Community Monuments Memorandum of Understanding Agreement between Heritage Corridor Convention and Visitors Bureau and City of Crest Hill per the memo dated June 5, 2023.

On roll call, the vote was: AYES: Ald. Cipiti, Albert, Kubal, Dyke, Vershay, Jefferson, Gazal, Oberlin. NAYES: None. ABSENT: None. There being eight (8) affirmative votes, the MOTION CARRIED.

Engineer Wiedeman requested to Approve a Supplemental MFT Resolution to Match the Spent MFT Dollars for the Fund Year 2019/2020 in the Amount of \$115,404.36 per the memo dated June 5, 2023.

(#14) Motion by Alderperson Oberlin seconded by Alderman Jefferson, to Approve a Supplemental MFT Resolution to Match the Spent MFT Dollars for the Fund Year 2019/2020 in the Amount of \$115,404.36 per the memo dated June 5, 2023. On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

There being eight (8) affirmative votes, the <u>MOTION CARRIED</u>. Resolution #1175

Engineer Wiedeman requested Approval for the Mayor to Sign all MFT Paperwork for the MFT Funds Spent During the 2019/2020 MFT Fund Year per the memo dated June 5, 2023.

(#15) Motion by Alderperson Oberlin seconded by Alderman Jefferson, for Approval for the Mayor to Sign all MFT Paperwork for the MFT Funds Spent During the 2019/2020 MFT Fund Year per the memo dated June 5, 2023.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

City Engineer Ron Wiedeman commented that he received an email from Will County Engineer stating they did modify the timing on the light at City Center Boulevard and Weber Road. He stated that we will see if this works but if this does not work, we can paint out one of the duels and have a single left-hand turn during the green cycle which would allow a left hand to turn onto City Center Boulevard but there is a cost share to do this. <u>ECONOMIC DEVELOPMENT DEPARTMENT</u>: There were no agenda items for discussion. The reports were on file.

<u>POLICE DEPARTMENT</u>: Police Chief Ed Clark wanted to announce that the Police Department will be participating in the Torch Run for Special Olympics on June 6, 2023. He stated they will begin their run at Route 53 and Caton Farm Road and go up to Len Kubinski to City Hall for a quick photo opportunity at the Memorial then head East to Oakland to Raynor Road then to Elsie then to Kelly where there will hand off the Torch to Joliet at St. Joes Park. Chief Clark stated that the torch will then be taken to Springfield where the Special Olympics will be held. He stated this is a great cause and thanked all involved.

<u>MAYOR</u>: Mayor Soliman announced he attended Chaney Monge D.A.R.E. Graduation on May 17, 2023 with a total of fifty students graduating and then on May 23<sup>rd</sup> he attended the Richland D.A.R.E. Graduation with a total of eighty-three students graduating and would like to congratulate all students.

Mayor Soliman also thanked Officer Heidi Outlaw for all she does with the D.A.R.E program.

Mayor Soliman announced he attended the Police Memorial on May 18, 2023 at the Will County Courthouse in Joliet to honor all slain Police Officers in Will County, including the Crest Hill Police Officers; James Nink and Timothy Simenson. He also announced on May 19, 2023 he attended the award ceremony and recognition dinner for the firefighters for the serious calls and actions of those firefighters and paramedics. Mayor Soliman thanked the Lockport Township Fire Protection District for their brave actions in saving lives who services not only Crest Hill but part of Romeoville and Lockport.

Mayor Soliman commented that the Memorial Day Program on May 29, 2023 was one of the highest attended where he estimated about two hundred people in attendance. Mayor Soliman stated that we honored the Veterans and our Police Officers who have passed away. He commented that we had three World War II Veterans in the audience which was very special. He thanked all involved and who participated in setting up and cleaning up the program and all involved to make it as nice as it was. He stated we look forward to another ceremony next year on Memorial Day.

Alderwoman Gazal asked if we could put on the agenda for our next meeting about noncity employees walking through the City Center and giving tours. She stated there is sensitive information and we should have boundaries. Mayor Soliman stated we can discuss this in a work session.

Alderman Dyke commented if we could remember to put on the agenda the discussion regarding the Public Works vehicle purchases.

<u>CITY CLERK</u>: City Clerk Christine Vershay-Hall requested to Approve an Application for a Block Party for Michelle Maynard on Alma Drive for July 15, 2023 per the memo dated June 5, 2023. City Clerk Vershay-Hall stated that they would like to close off Alma Drive from Inner Circle Drive to Hosmer Lane.

(#16) Motion by Alderman Dyke seconded by Alderman Vershay, to Approve an Application for a Block Party for Michelle Maynard on Alma Drive for July 15, 2023 per the memo dated June 5, 2023.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

City Clerk Christine Vershay-Hall requested to Approve an Application for a Block Party for Pat Rowe on June 23, 2023 (with a rain date of June 24, 2023) from 6:00 p.m. until 10:30 p.m. per the memo dated June 5, 2023. City Clerk Vershay-Hall stated that they would like to close off Loch Lane to Abbey Lane and Abbey Lane to Prestwick Drive.

(#17) Motion by Alderman Albert seconded by Alderperson Oberlin, to Approve an Application for a Block Party for Pat Rowe on June 23, 2023 (with a rain date of June 24, 2023) from 6:00 p.m. until 10:30 p.m. per the memo dated June 5, 2023.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

City Clerk Christine Vershay-Hall requested a motion to Table the Approval to Surplus and Donate Previously Used Cable Room Gear to be Repurposed in the Illinois Rock & Roll Museum's Educational Center per the memo dated June 5, 2023. She stated that this will require an Ordinance to Surplus items.

(#18) Motion by Alderman Albert seconded by Alderperson Oberlin, to Table the Approval to Surplus and Donate Previously Used Cable Room Gear to be Repurposed in the Illinois Rock & Roll Museum's Educational Center per the memo dated June 5, 2023.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

<u>CITY TREASURER</u>: City Treasurer Glen Conklin presented the list of bills through June 6, 2023 in the amount of \$2,616,250.84 for Council approval per the memo dated June 5, 2023.

(#19) Motion by Alderperson Oberlin seconded by Alderman Jefferson, to Approve the list of bills through June 6, 2023 in the amount of \$2,616,250.84 for Council approval per the memo dated June 5, 2023.

On roll call, the vote was:

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

ABSENT: None.

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

City Treasurer Glen Conklin presented the regular and overtime payroll from May 8, 2023 to May 21, 2023 in the amount of \$354,519.24 per the memo dated June 5, 2023.

Alderwoman Gazal commented that she is concerned about the amount of overtime.

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

<u>NEW BUSINESS</u>: There was no new business.

<u>COMMITTEE/LIAISON REPORTS</u>: Alderman Kubal announced there is a ribbon cutting this Saturday, June 10, 2023 at the Prairie Bluff Golf Club for their new Pickle Ball Courts. He stated this would be at 9:00 a.m. He also announced a ribbon cutting for the new golf range at Prairie Bluff Golf Club on Saturday, June 24, 2023 at 11:00 a.m.

<u>COUNCIL COMMENTS</u>: Alderperson Oberlin announced that the annual Lidice Memorial Ceremony will be on Sunday, June 11, 2023 at 11:00 a.m. at Lidice Memorial Park. She also announced there will be some very special guests in the audience from the Czech Republic and a very well-known historian, as to the history of Lidice.

Alderman Albert wanted to Congratulate Laurie Thrasher on her retirement and AB Gustos Bar & Grill on their 45<sup>th</sup> Anniversary, again. He also wanted to recognize Officer Outlaw for her hard work she does and that the children really look up to her, and his daughter who graduated the D.A.R.E. program. Chief Clark stated that Officer Outlaw is very passionate about that program and does a very good job.

Alderwoman Gazal announced that on Wednesday, June 14, 2023 at 6:00p.m. we will have our first 'Let's meet at the park' event located at the Fields of Longmeadow Park off Borio. She commented that there will be giveaways, hotdogs, and treats.

Alderwoman Gazal congratulated all the graduates and especially her daughter who graduated 8<sup>th</sup> grade from Richland School.

## PUBLIC COMMENT:

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

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

Executive Session 7:48 p.m.

(#21) Motion by Alderperson Oberlin seconded by Alderman Cipiti to reconvene from the executive session on personnel 5 ILCS 120/2(c)(1). On roll call, the vote was: AYES: Ald. Albert, Kubal, Dyke, Vershay, Jefferson, Gazal, Oberlin, Cipiti. NAYES: None. ABSENT: None.

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

Reconvened 8:20 p.m.

City Attorney Mike Stiff commented that we need clarification of the motion for the second part of agenda item number ten that was for the Approval for the Mayor to Sign all MFT Paperwork for the MFT Funds Spent During the 2019/2020 MFT Fund Year per the memo dated June 5, 2023.

(#15)(<u>Recalled</u>) Motion by Alderperson Oberlin seconded by Alderman Jefferson, for Approval for the Mayor to Sign all MFT Paperwork for the MFT Funds Spent During the 2019/2020 MFT Fund Year per the memo dated June 5, 2023. On roll call, the vote was: AYES: Ald. Gazal, Oberlin, Cipiti, Albert, Kubal, Dyke, Vershay, Jefferson. NAYES: None. ABSENT: None. There being eight (8) affirmative votes, the <u>MOTION CARRIED</u>.

City Attorney Mike Stiff commented agenda item number eleven was missed and presented it on behalf of the City Engineer Ron Wiedeman requesting to Approve the Grant of Monument Easement Between the Lockport Park District and the City of Crest Hill for an Easement for the Placement of a City Welcome Sign Along Broadway per the memo dated June 5, 2023. Attorney Stiff commented that they did go back to the Lockport Park District and was able to amend the document to allow for at least a ten (10) year term with provision after that of a one (1) year notice of termination. He also stated that this is for your approval but will go before the Lockport Park District Board to be executed by them.

(#22) Motion by Alderman Albert seconded by Alderman Cipiti to Approve the Grant of Monument Easement Between the Lockport Park District and the City of Crest Hill for an Easement for the Placement of a City Welcome Sign Along Broadway per the memo dated June 5, 2023.

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

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

(#23) Motion by Alderman Dyke seconded by Alderman Jefferson, to adjourn the June 5, 2023 Council meeting. On roll call, the vote was: AYES: Ald. Vershay, Jefferson, Gazal, Oberlin, Cipiti, Albert, Kubal, Dyke. NAYES: None. ABSENT: None. There being eight (8) affirmative votes, the <u>MOTION CARRIED</u>.

The meeting was adjourned at 8:26 p.m.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2023 As presented \_\_\_\_\_\_ As amended \_\_\_\_\_\_

CHRISTINE VERSHAY-HALL, CITY CLERK

RAYMOND R. SOLIMAN, MAYOR

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into this \_\_\_\_\_ day of June 2023 by and between the City of Crest Hill, an Illinois municipal corporation, ("CITY"), Officer Ryan Tetlow, a sworn member of the City of Crest Hill Police Department, ("TETLOW") and the Metropolitan Alliance of Police, Chapter #15, a labor organization representing the police officers of the City of Crest Hill ("MAP"). The purpose of this Memorandum of Understanding is to address the current status and benefits of TETLOW.

- 1. TETLOW was severely injured while on duty during an officer-involved shooting which occurred on March 14, 2022.
- Since March 14, 2022, TETLOW has been recuperating from the injuries he sustained in the shooting with the intention to return to full duty as a CITY police officer.
- 3. TETLOW is a member of MAP Chapter #15.
- From March 15, 2022 to March 14, 2023, TETLOW received from the City full pay and benefits as required by the Public Employee Disability Act, 5 ILCS 345/1 *et seq.* (PEDA).
- 5. During this time and continuing through the date of this Memorandum of Understanding, TETLOW has received full pay and benefits from the City.
- 6. Since TETLOW'S PEDA benefits have ceased, the CITY has continued to pay TETLOW his full salary and is being reimbursed by the City's workers compensation claims administrator in the amount of 66 2/3% of his average weekly wage (AWW).
- 7. In consideration for these payments and to support future payments by the CITY to TETLOW, the parties have entered into this Memorandum of Understanding.
- 8. The CITY has authorized the payment of TETLOW'S full salary through and including July 17, 2023. The CITY will continue to pay TETLOW his full salary and all benefits during that time while being reimbursed by the workers compensation claims administrator for 66 2/3% of his average weekly wage (AWW).

- 9. The CITY, TETLOW and MAP all recognize that the continued payment to TETLOW of his full salary by the CITY is not legally required by the collective bargaining agreement or the CITY personnel policy and that the CITY is continuing this payment in recognition of TETLOW and his service to the CITY. Any proposed extension of this Agreement shall require action by the CITY Council.
- 10. The CITY, TETLOW and MAP all agree that these payments to TETLOW by the CITY are not precedent setting and shall not be viewed as a CITY practice requiring this type of payment to any other CITY employee in the future.
- 11. This Memorandum of Understanding is entered into by the CITY, TETLOW and MAP freely and voluntarily with the full understanding of the Memorandum of Understanding and after having been fully advised by counsel.

CITY OF CREST HILL

**RYAN TETLOW** 

METROPOLITAN ALLIANCE OF POLICE CHAPTER #15

# Agenda Memo



**Crest Hill, IL** 

Meeting Date:	June 19, 2023
Submitter:	Ronald J Wiedeman
Department:	Engineering
Agenda Item:	Execute contracts with Patriot Pavement Marking. for the 2023/2024 MFT Crack Control Program-(Section No 24-00000-00-GM)

**Summary:** Patriot Pavement Marking has agreed to hold their 2022 for this year's MFT crack control program. The program has been broken into two separate contracts as follows:

- 2023/2024 MFT Crack Control Program-Contract A in the amount of \$15,992.50
- 2023/2024 MFT Crack Control Program-Contract B in the amount of \$19,000.00

The contracts have been broken into two separate contracts for timing and budget purposes.

For this year's work, staff has added requirements for the Contractor to post no parking signs and also provide resident letters in advance of the work. The work will also be completed this year using a method that will complete the crack filling under a method that will collect 85-95% of all dust and debris.

The streets where this work will be performed have been included in the attachments and also posted on the city website. Contract A has locations in Wards 3 and 4 while contract B is in Ward 1.

**Recommended Council Action:** Execute the contract with Patriot Pavement Marking in the amount of \$15,992.50 for the 2023/2024 MFT Crack Control Program-Contract A.

Execute the contract with Patriot Pavement Marking. in the amount of \$19,000.00 for the 2023/2024 MFT Crack Control Program-Contract B.

# **Financial Impact:**

**Funding Source:** MFT **Budgeted Amount:** \$35,000.00 **Cost:** \$34,992.50

# Attachments:

Patriot Letter\_2023 Crest Hill Crack Filling-Contract A.pdf Patriot Letter\_2023 Crest Hill Crack Filling-Contract B.pdf MFT Crack Filling Contract A.PDF MFT Crack Filling Contract B.PDF Locations Contract A.pdf Locations Contract B.pdf



April 24, 2023

Christopher B. Burke Engineering 162212 W. 159<sup>th</sup> Street Suite 201 Lockport, IL 60441

Re: Crest Hill 2023 Crack Filling Program

Alex,

Patriot Pavement will hold the \$2.25 unit price for crack filling for the upcoming 2023 season and again for the 2024 season for the City of Crest Hill.

Contract A-Quantity of 6,730LBS price will be \$15,142.50 Patriot will post "No Parking" signs at a cost of \$850.00. Work will be completed in accordance with the 2022 RPF/Contract.

Please let me know if you have any questions.

Thank you,

Matt Sollars, President Patriot Pavement Maintenance



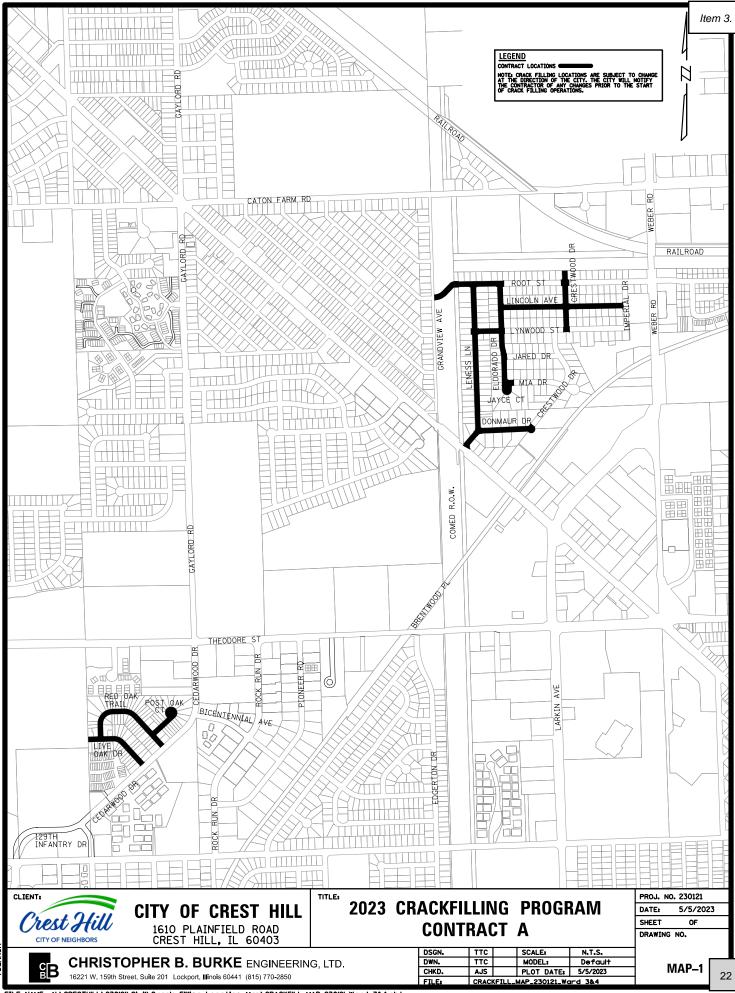
## City of Crest Hill, Illinois 2023 Crack Filling Program – Contract A Street List

**LOCATION OF IMPROVEMENT:** Crack filling operations shall be performed on the following streets.

Street Name	From:	То:
Post Oak Court	Red Oak Trail	End
Red Oak Trail	Live Oak Drive	Cedarwood Drive
Live Oak Drive	Cedarwood Drive	End
Lynwood Street	Leness Lane	Eldorado Drive
Root Street	Grandview Avenue	Eldorado Drive
Lincoln Avenue	Eldorado Drive	Imperial Drive
Eldorado Drive	Root Street	Lynwood Street
Eldorado Drive	Lynwood Street	Mia Drive
Crestwood Drive	Lynwood Street	North End
Leness Lane	Plainfield Road	Root Street
Donmaur Drive	Leness Lane	Crestwood Drive
Jayce Court	Mia Drive	End

The Contractor shall complete crack filling operations on the streets listed above as quantities and the City's budget allows. If quantities run out before completing all listed streets, the Contractor shall provide a list of any uncompleted streets to the City for their record. If quantities are left over after completing the above street list, the City will provide additional street names and limits to the Contractor. This list is subject to change at the direction of the City. The City will notify the contractor of any changes prior to the start of crack filling operations.

**QUANTITIES:** Quantities included in this contract are estimates. The City of Crest Hill reserves the right to add or subtract quantity to meet budgetary constraints. In the case of an addition of quantity, all streets must be finished if started; no streets can be left incomplete. Quantity can be exceeded in order to complete a street, but only with prior permission from the City of Crest Hill or the Engineer.



FILE NAME N:\CRESTHILL\230121\Civil\Crack Filling Location Map\CRACKFiLL\_MAP\_230121\_Ward 3&4.sht



June 1, 2023

Christopher B. Burke Engineering 162212 W. 159<sup>th</sup> Street Suite 201 Lockport, IL 60441

Re: Crest Hill 2023 Crack Filling Program

Alex,

Patriot Pavement will hold the \$2.25 unit price for crack filling for the upcoming 2023 season and again for the 2024 season for the City of Crest Hill.

Contract B-Quantity of 8,000LBS price will be \$18,000.00. Patriot will post "No Parking" signs at a cost of \$1,000.00. Work will be completed in accordance with the 2022 RPF/Contract.

Please let me know if you have any questions.

Thạnk you,

Matt Sollars, President Patriot Pavement Maintenance



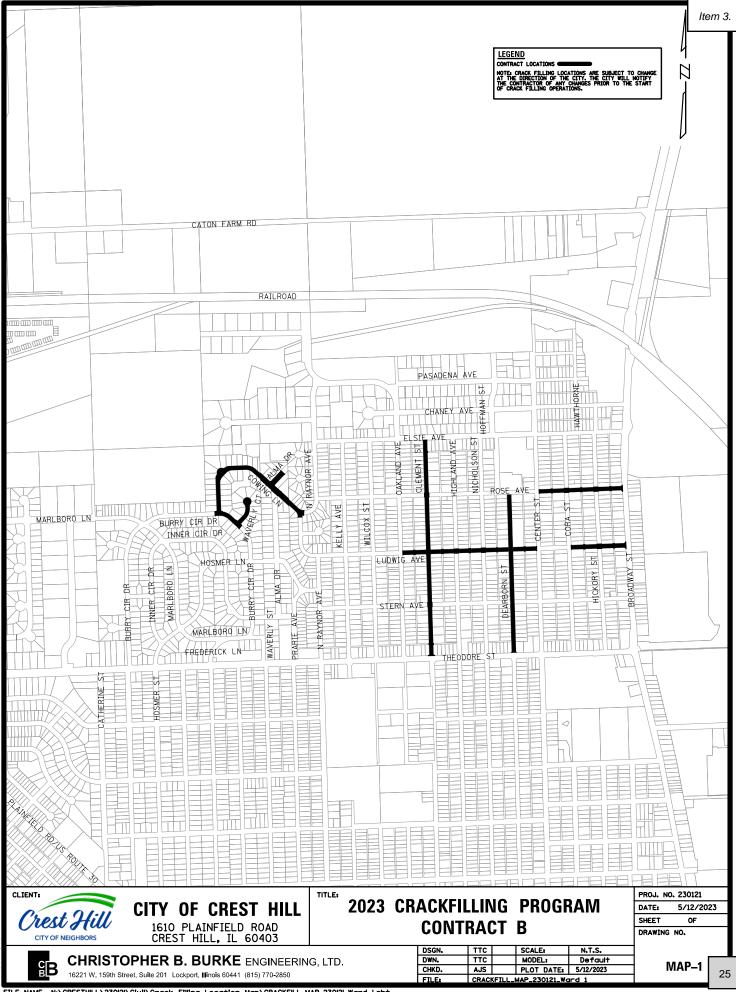
## City of Crest Hill, Illinois 2023 Crack Filling Program – Contract B Street List

**LOCATION OF IMPROVEMENT:** Crack filling operations shall be performed on the following streets.

Street Name	From:	То:
Burry Circle Drive	Cowing Lane	Waverly Court
Waverly Court	Burry Circle Drive	End
Cowing Lane	Burry Circle Drive	Raynor Avenue
Alma Drive	Cowing Lane	End
Ludwig Avenue	Oakland Avenue	Center Street
Ludwig Avenue	Cora Street	Broadway Street
Dearborn Street	Rose Avenue	Theodore Street
Rose Avenue	Center Street	Broadway Street
Clement Street	Elsie Avenue	Theodore Street

The Contractor shall complete crack filling operations on the streets listed above as quantities and the City's budget allows. If quantities run out before completing all listed streets, the Contractor shall provide a list of any uncompleted streets to the City for their record. If quantities are left over after completing the above street list, the City will provide additional street names and limits to the Contractor. This list is subject to change at the direction of the City. The City will notify the contractor of any changes prior to the start of crack filling operations.

**QUANTITIES:** Quantities included in this contract are estimates. The City of Crest Hill reserves the right to add or subtract quantity to meet budgetary constraints. In the case of an addition of quantity, all streets must be finished if started; no streets can be left incomplete. Quantity can be exceeded in order to complete a street, but only with prior permission from the City of Crest Hill or the Engineer.



FILE NAME N:\CRESTHILL\230121\Civil\Crack Filling Location Map\CRACKFILL\_MAP\_230121\_Ward i.sht



# Local Public Agency Formal Contract

Contractor's Name		
Patriot Pavement Maintenance		
Contractor's Address	City	State Zip Code
165 W. Hintz Road	Wheeling	IL 60090
STATE OF ILLINOIS		
Local Public Agency	County	Section Number
City of Crest Hill	County Will	24-00000-00-GM
	Will	

CONTRACT BOND (when required)

For a County and Road District Project	For a Municipal Project
Submitted/Approved Highway Commissioner Signature & Date	Submitted/Approved/Passed Signature & Date
Submitted/Approved County Engineer/Superintendent of HighwaysSignature & Date	Official Title Mayor
	Department of Transportation  Concurrence in approval of award  Regional Engineer Signature & Date

				Item 3.
Local Public Agency	Local Street/Road Name		County	Section Number
City of Crest Hill	2023 Crack Filling Co	ontract A - Various	Will	24-00000-00-GM
1. THIS AGREEMENT, made and concluded th	The second se		en the City	
	Day N Known as the party of the f	Nonth and Year first part, and Patriot	avement Mai	
Local Public Agency its successor, and assigns, known as the par	ty of the second part.		Contrac	ctor
<ol> <li>For and in consideration of the payments and the party of the first part, and according to the with said party of the first part, at its own prop complete the work in accordance with the pla this contract.</li> </ol>	e terms expressed in the E per cost and expense, to d	Bond referring this contra to all the work, furnish a	act, the party of Il materials and	the second part agrees all labor necessary to
3. It is also understood and agreed that the LPA				
Apprenticeship or Training Program Certification	tion, and Contract Bond he	ereto attached, and the	Plans for Sectio	n 24-00000-00-GM Section Number
in <u>City of Crest Hill</u> Local Public Agency documents of this contract and are a part her	approved by the Illinois De	epartment of Transporta		, are essential ate
4. IN WITNESS WHEREOF, the said parties ha	ve executed this contract	on the date above ment	ioned.	
	The City	of Crest H		
	Local Public Agenc			Public Agency
Clerk Signature & Date		Party of the First Part	Signature & Dat	e
	Ву	Matt	A	- 6/5/2023
(SEAL, if required by the LPA)			(If a Corporation	7)
	Ву	President, Party of the	<b>I e Nert  </b> Second Part Si	
(SEAL, if required by the LPA)			ited Liability Co	rporation)
		LLC Name Manager or Authorized	l Member, Party	of the Second Part
	Ву	16		
		Partner Signature & D	(If a Partnershij ate	)
Attest:				
Secretary Signature & Date		Partner Signature & D	ate	
(SEAL, if required by the LPA)		Partners doing Party of the Second P		the firm name of
		Party of the Second Pa	<i>(If an individual</i> art Signature & I	
Completed 05/31/23	Page 2 of 2		E	BLR 12320 (Rev. 01/18/2 27



# Willinois Department

## Bond No. HGMW-238-1962

Contract	Bond
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Local Public Agency	County	Street Name/Road Name	Section Number
City of Crest Hill	Will	Contract A - Various	24-00000-00-GM
Bond information to be returne	d to Local Public Agency at 20600 (	City Center Boulevard, Crest Hi Complete Addres	-
We, Patriot Pavement Ma	intenance, 165 W. Hintz Road, Contractor's	Wheeling, IL 60090 Name and Address	
a/an Corporation	organized under the laws of the State of Illinois as PRINCIPAL, and State		
Hudson Insu	rance Company, 100 William Surety Nam	Street, 5th Floor, New York, M e and Address	VY 10038
as SURETY, are held and firm	ly bound unto the above Local Public a	Agency (thereafter referred to as "LPA	\") in the penal sum of
Fifteen Thousand Nine H	undred Ninety Two Dollars and	50/100	
Dellara ( \$15 992 50	Menuful en exercición de la terra docer		

Dollars ( \$15,992.50 ) lawful money of the United States, to be paid to said LPA, the payment of which we bind ourselves, successors and assigns jointly to pay to the LPA this sum under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that the said Principal has entered into a written contract with the LPA acting through its awarding authority for the construction of work on the above sections, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW, THEREFORE, if the said Principal shall perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to it for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LPA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective

agents this <u>2nd</u> day of <u>June, 2023</u> Day Month and Year	
	PRINCIPAL
Company Name	Company Name
Patriot Pavement Maintenance	
Ву	Ву
Signature & Date	Signature & Date
Mart 6/2/20	023
Attest	Attest
Signature & Dat	Signature & Date
6/2/20	)23
(If PRINCIPAL is a joint venture of two or more contractors	s, the company names and authorized signature of each contractor must be

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF IL	
COUNTY OF COOK	
1. KIMberh Matt Sollar	blic in and for said county, do hereby certify that
Insert name of Individuals sig who is/are each personally known to me to be the same person(s) wh of PRINCIPAL, appeared before me this day in person and acknowled instrument freely and voluntarily for the uses and purposes therein set	ose name(s) is/are subscribed to the foregoing instrument on behalf lged respectively, that he/she/they signed and delivered said
Given under my hand and notarial seal this 2nd OFFICIAL SEAL KIMBERLY M. HARRIS NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires JAN 5, 2026	June, 2023 Month. Year Notary Public Signature & Date Motor Public Signature & Date Date commission expires <u>1-5-2026</u>
SUR	ETY
Name of Surety Hudson Insurance Company	By James I. Moore - Attorney-in-fact
STATE OF IL COUNTY OF DuPage	and the second s
I. Sherry Bacskai , a Notary Pub	blic in and for said county, do hereby certify that
Jame	s I. Moore
Insert name of Individuals significant who is/are each personally known to me to be the same person(s) who of SURETY, appeared before me this day in person and acknowledge freely and voluntarily for the uses and purposes therein set forth.	ose name(s) is/are subscribed to the foregoing instrument on behalf
Given under my hand and notarial seal this 2nd day of	June, 2023 . Month, Year
SHERRY BACSKAI OFFICIAL SEAL Notary Public, State of Illinois My Commission Expires October 22, 2023	Date commission expires 10/22/2023
Approved this day of Day Month, Year	
Attest:	
Local Public Agency Clerk Signature & Date	Awarding Authority City of Crest Hill
	Awarding Authority Signature & Date
Municipality Local Public Agency Type	29



Bond Number: HGMW-238-1962

# POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

#### James I. Moore of the State of [L

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Twenty Five Million Dollars (25,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly , 20 22 at New York, New York. authorized, on this 2nd day of \_\_\_\_\_ June

MAG Attest.

Dina Daskalakis No. 01MU6067553 Corporate Secretary

STATE OF NEW YORK COUNTY OF NEW YORK. SS. HUDSON INSURANCE COMPANY

Michael P. Cifone Senior Vice President

, 2022 before me personally came Michael P. Cifone to me known, who being by me duly sworn did On the 2nd day of June depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affiked by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



..... ANN M. MURPHY Notary Public, State of New York No. 01MU6067553 Qualified in Nassau County Commission Expires December 10, 2025

### CERTIFICATION

STATE OF NEW YORK COUNTY OF NEW YORK.

SS. The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force. **20**23 June

day of

2nd Witness the hand of the undersigned and the seal of said Corporation this



Bv..... Dina Daskalakis, Corporate Secretary



# Local Public Agency Formal Contract

Contractor's Name		
Patriot Pavement Maintenance		
Contractor's Address	City	State Zip Code
165 W. Hintz Road	Wheeling	IL 60090
STATE OF ILLINOIS		
Local Public Agency	County	Section Number
City of Crest Hill	Will	24-00000-00-GM
Street Name/Road Name		Type of Funds

2023 Crack Filling Contract B - Various	MFT & Local
CONTRACT BOND (when required)	

For a	County	and	Road	District	Project
-------	--------	-----	------	----------	---------

Submitted/Approved

Highway Commissioner Signature & Date

Submitted/Approved County Engineer/Superintendent of HighwaysSignature & Date

For	a I	Aunic	inal	Project
1.01		nunno	ipui	1 10,000

Submitted/Approved/Passed

Signature & Date

Official Title

Mayor

ilayoi

## **Department of Transportation**

Concurrence in approval of award

Regional Engineer Signature & Date

Local Public Agency	Local	Street/Road Name		County	Section Number
City of Crest Hill	2023	Crack Filling C	Contract B - Variou	s Will	24-00000-00-GM
1. THIS AGREEMENT, made and	concluded the	day of	bet	ween the City	
	-	)	Month and Year		ocal Public Agency Type
of Crest Hill		as the party of the	first part, and Patriot		
Local Public Agency its successor, and assigns, kno		ne second part.		Con	tractor
<ol> <li>For and in consideration of the p the party of the first part, and ac with said party of the first part, a complete the work in accordance this contract.</li> </ol>	cording to the terms at its own proper cos	s expressed in the st and expense, to	Bond referring this con do all the work, furnish	ntract, the party all materials a	of the second part agrees nd all labor necessary to
3. It is also understood and agreed					
Apprenticeship or Training Prog	ram Certification, a	nd Contract Bond h	ereto attached, and th	e Plans for Sec	tion 24-00000-00-GM Section Number
in City of Crest Hill Local Public Agence		ved by the Illinois [	epartment of Transpo	rtation on	, are essential
documents of this contract and	are a part hereof.				
4. IN WITNESS WHEREOF, the s	aid parties have exe	cuted this contract	on the date above me	entioned.	
Attest:	The	City	of Cres		~
		Local Public Agen	су Туре	Name of Lo	cal Public Agency
Clerk Signature & Date			Party of the First Pa	rt Signature & D	Date
		В	y: Matt	A	6/5/2023
(SEAL, if required by the LPA)				(If a Corpora	tion)
					t Maintenance
		_	President, Party of t	he Second Part	t Signature & Date
		В	y:		
(SEAL, if required by the LPA)			(If a L	imited Liability	Corporation)
			LLC Name		
		P		zed Member, Pa	arty of the Second Part
		В	<b>y</b> :		
				(If a Partners	ship)
			Partner Signature &		- 17
Attest:					
Secretary Signature & Date			Partner Signature 8	Date	
ast					
			Partners doir	a Rusiness un	der the firm name of
(SEAL, if required by the LPA)			Party of the Second	-	
(SEAL, if required by the EFA)					
			L	(If an individ	ual)
			Party of the Second		
			· · · · · · · · · · · · · · · · · · ·		



# Illinois Department of Transportation

## Bond No. HGMW-238-1963

## **Contract Bond**

Local Public Agency	County	Street Name/Road Name	Section Number
City of Crest Hill	Will	Contract B - Various	24-00000-00-GM
Bond information to be returne	d to Local Public Agency at 20600	City Center Boulevard, Crest Hi Complete Addres	
We, Patriot Pavement Mai	intenance, 165 W. Hintz Road		
	Contractor	s Name and Address	
<sub>a/an</sub> Corporation	organized under the laws of the	State of Illinois as	PRINCIPAL, and
Hudson In		am Street, 5th Floor, New York ne and Address	s, NY 10038
as SURETY, are held and firm	ly bound unto the above Local Public	Agency (thereafter referred to as "LPA	(") in the penal sum of
Nineteen Thousand Dolla	rs and 0/100		
Dellars ( \$19.000.00			

Dollars ( \$19,000.00 ) lawful money of the United States, to be paid to said LPA, the payment of which we bind ourselves, successors and assigns jointly to pay to the LPA this sum under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that the said Principal has entered into a written contract with the LPA acting through its awarding authority for the construction of work on the above sections, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery turnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW, THEREFORE, if the said Principal shall perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to it for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LPA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation shall be void: otherwise it shall remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective

Company Name PRINC	Company Name
Patriot Pavement Maintenance	
Ву	Ву
Signature & Date 6/2/2023	Signature & Date
Attest	Attest
Signature & Date	Signature & Date
6/2/2023	

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

agents this

2nd day of

Day

June, 2023

Month and Year

33

STATE OF IL	
COUNTY OF COOK	
	c in and for said county, do hereby certify that
Matt Sol	ars
Insert name of Individuals signi who is/are each personally known to me to be the same person(s) whos of PRINCIPAL, appeared before me this day in person and acknowledg instrument freely and voluntarily for the uses and purposes therein set for	e name(s) is/are subscribed to the foregoing instrument on behalf ed respectively, that he/she/they signed and delivered said
Given under my hand and notarial seal this $\_\_2nd$ day of Day	June, 2023 Month. Year
OFFICIAL SEAL KIMBERLY M, HARRIS NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires JAN 5, 2026	Notary Public Signature & Date Mumber March Date commission expires 1-5.2026
SURE	TY
Name of Surety Hudson Insurance Company	
Indison insurance Company	By: James I. Moore - Attorney-in-fact
STATE OF IL	· · · · · · · · · · · · · · · · · · ·
COUNTY OF DuPage	
Notary Name	c in and for said county, do hereby certify that
James Insert name of Individuals sign	I. Moore
who is/are each personally known to me to be the same person(s) whos of SURETY, appeared before me this day in person and acknowledged freely and voluntarily for the uses and purposes therein set forth.	e name(s) is/are subscribed to the foregoing instrument on behalf
Given under my hand and notarial seal this $2nd$ day of $J$ Day	une, 2023 Month, Year
SHERRY BACSKAI OFFICIAL SEAL Notary Public, State of Illinois My Commission Expires October 22, 2023	Date commission expires 10/22/2023
Approved thisday of Day Month, Year	
Attest:	
Local Public Agency Clerk Signature & Date	Awarding Authority
	City of Crest Hill
	Awarding Authority Signature & Date
Municipality Local Public Agency Type	
	34



Item 3.

# **POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

#### James I. Moore of the State of IL

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Twenty Five Million Dollars (25,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this <u>2nd</u> day of <u>June</u>, 2022 at New York, New York.

NG Attest.

Dina Daskalakis No. 01MU6067553 Corporate Secretary

STATE OF NEW YORK. COUNTY OF NEW YORK. SS. HUDSON INSURANCE COMPANY

Michael P. Cifone Senior Vice President

On the <u>2nd</u> day of <u>June</u>, 2022 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



ANN M. MURPHY Notary Public, State of New York No. 01MU6067553 Qualified in Nassau County Commission Expires December 10, 2025

## CERTIFICATION

STATE OF NEW YORK COUNTY OF NEW YORK

The undersigned Dina Daskalakis hereby certifies:

SS.

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27<sup>th</sup>, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this \_\_\_\_\_2nd



June 2023 day of Bv..... Dina Daskalakis, Corporate Secretary



# City of Crest Hill, Illinois 2023 Crack Filling Program – Contract A Street List

**LOCATION OF IMPROVEMENT:** Crack filling operations shall be performed on the following streets.

Street Name	From:	To:
Post Oak Court	Red Oak Trail	End
Red Oak Trail	Live Oak Drive	Cedarwood Drive
Live Oak Drive	Cedarwood Drive	End
Lynwood Street	Leness Lane	Eldorado Drive
Root Street	Grandview Avenue	Eldorado Drive
Lincoln Avenue	Eldorado Drive	Imperial Drive
Eldorado Drive	Root Street	Lynwood Street
Eldorado Drive	Lynwood Street	Mia Drive
Crestwood Drive	Lynwood Street	North End
Leness Lane	Plainfield Road	Root Street
Donmaur Drive	Leness Lane	Crestwood Drive
Jayce Court	Mia Drive	End



# City of Crest Hill, Illinois 2023 Crack Filling Program – Contract B Street List

LOCATION OF IMPROVEMENT: Crack filling operations shall be performed on the following streets.

Street Name	From:	To:
Burry Circle Drive	Cowing Lane	Waverly Court
Waverly Court	Burry Circle Drive	End
Cowing Lane	Burry Circle Drive	Raynor Avenue
Alma Drive	Cowing Lane	End
Ludwig Avenue	Oakland Avenue	Center Street
Ludwig Avenue	Cora Street	Broadway Street
Dearborn Street	Rose Avenue	Theodore Street
Rose Avenue	Center Street	Broadway Street
Clement Street	Elsie Avenue	Theodore Street

# **Agenda Memo**





Meeting Date:	June 19, 2023
Submitter:	Ronald J Wiedeman
Department:	Engineering
Agenda Item:	Hillcrest Shopping Center Water Main Relocation-Change Order No. 1.

**Summary:** The work to relocate the city's water main within the Hillcrest Shopping Center has begun. During pre-construction layout of all existing underground utilities, it was determined that an existing underground ComEd service is located in a different location than what was provided during the design process. Due to this the new water main will need to be moved farther south to avoid the ComEd underground along with maintaining all IEPA required clearances.

Per the agreement with the Hillcrest Shopping Center the city is to pay \$299,250.00 and Hillcrest is to pay \$128,248.50 of the construction and construction engineering cost. During negotiations of the agreement between staff and Hillcrest Shopping Center an upper limit of \$130,000.00 was set for the maximum contribution for the Hillcrest Shopping Center. This amount was based on the original design provided by Hillcrest's design consultant to just relocate the existing line around the new building.

Based on the change in location of the water main due to the conflict with the underground ComEd service Hillcrest has agreed to pay for all landscape restoration of the berm which is budgeted at \$10,000. By them agreeing to pay this amount it would put the over their maximum contribution amount. Therefore, the remaining amount of \$66,284.90 would be the responsibility of the city.

**Recommended Council Action:** To approve Change Order No 1 for the water main relocation work at the Hillcrest Shopping Center due to the construction of new recruiting building which will increase the city share from this work for construction to \$365,534.90.

# **Financial Impact:**

Funding Source: Water Budgeted Amount: \$300,000.00 Cost Approved to Date: Award Construction Amount (city share) \$272,045.00 Construction Engineering (city share) \$27,205.00 Plus Change Order No.1 \$66,284.90 New Cost Approved to Date (city share) \$365,534.90

# Attachments:

Revised Proposal to Relocate Watermain to Berm.pdf

# **Construction Solutions**

# of Illinois, Inc.

Office:	708-239-0001
Fax:	708-239-0006

June 1, 2023

Mr. Abe Kats Kats Brothers Development, LLC 3175 Commercial Ave, Suite 100 Northbrook, IL 60062

Re: REVISED - Watermain Extension Hillcrest Shopping Center 1701 N. Larkin Ave. Crest Hill, IL 60403

Mr. Kats:

Construction Solutions discovered a Com Ed primary electrical service immediately south of the existing building located at the southeast corner of the Hillcrest Shopping Center property. Due to the location of the electrical line, storm sewer, sanitary sewer, water main, and gas pipe, Construction Solutions proposes to relocate the scheduled water main installation approximately five feet south of the proposed location. The proposed location will require the existing curb to be removed and replaced, the landscape berm to be removed and replaced utilizing a cut and shelf process. Spoils will be stockpiled on site and reinstalled upon completion of the water main.

Construction Solutions proposes to provide all materials, labor, equipment, and insurance to relocate the proposed water main for the lump sum amount of: SIXTY-SIX THOUSAND TWO HUNDRED EIGHTY-FOUR DOLLARS AND 90/100 (\$66,284.90) \*\*\*\*\*please see attached cost breakdown\*\*\*\*\*

Qualifications:

Soil Testing, Unsuitable Soils, Rock Excavation and Buried/Unforeseen Debris are excluded from this proposal.

Please call me with any questions or concerns.

Thanks,

Peter M. Schipma Construction Solutions

# REVISED-Watermain Relocation to South Berm Hillcresst Shopping Center

		\$56,038.00	-\$4,779.00	59.000.00	\$0.00
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Sub / Number	en de Co		: Cost utill	300' @ \$30.00	Allowance
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\$60,259.00 \$6,025.90

Sub Total O.H.&P. \$66,284.90

Total

Crossroads Services, Inc. 234 S Lindberg St. Griffith, IN. 46319 219-972-3631 - office / 866-411-4495 - fax

May 31, 2023

Excavating &

Construction Solutions of Illinois 5920 Lynwood Dr. Oak Lawn, II 60453

RE: Water Main Extension -Hillcrest Shopping Center 1701 N. Larkin Ave. Cresthill, IL

# Change Order Request for Removing and Replacing Berm Along Theodore Street

We are proposing to move new 8" water main south into landscape area behind the curb behind the bakery building. The location drawn on current plans is in conflict with the ComEd servicing the bakery building. We will need to remove approximately 300' of the existing berm to be able to install the new 8" water main in an OSHA safe condition. We will be removing approximately 1,200 cubic yards of material (100 semi loads), stockpiling it onsite in the parking lot. After the water main is installed, replace the 1,200 cubic yards of dirt back into the berm and regrade. No topsoil or landscaping restoration is included in this proposal. We will be removing approximately 300' of existing curb at this location.

Remove & Stockpile 1,200 cubic yards of spoils and remove curb.

Labor (Sewer Crew) 2 - Semi Dump trucks Curb Haul Off	18.00 18.00 3.00	hr. hr. Ids	00	\$980.84 \$250.00 \$225.00	per hour per hour per load	2/ N	\$17,655.12 \$4,500.00 \$675.00
Replace and grade 1,200 cubic yards	of spoils						
Labor (Sewer Crew) 2 - Semi Dump trucks John Deere 700J Dozer	18.00 18.00 20.00	hr. hr. hr.	000	\$980.84 \$250.00 \$297.92	per hour per hour per hour <b>10%</b>		\$17,655.12 \$4,500.00 <u>\$5,958.40</u> \$ <b>50,943.64</b> \$ <b>5,094.36</b> \$ <b>56,038.00</b>
Sewer Crew H John Deere 270C	1000		- Acesso	1.02	Per Hour		

\$297.82	Per Hour
\$178.25	Per Hour
\$143.75	Per Hour
\$980.84	Per Hour
	\$178.25 <u>\$143.75</u>

# Agenda Memo





Meeting Date:	June 12, 2023
Submitter:	Ronald J Wiedeman
Department:	Engineering
Agenda Item:	Chaney and Center Water Main and Roadway Rehabilitation Project-Change Order No. 1.

**Summary:** The underground work for the Chaney and Center project is now completed and the Contractor will now begin the roadway rehabilitation part of the project.

During the underground work there were unforeseen conflicts and water main rerouting that needed to be completed at the time of construction. These items caused additional effort and increased time to complete. The items are as follows:

- 7 additional water services with domestic services boxes were added to service undeveloped lots. Staff directed this work to be added to put the new service in place so in the future when these lots are developed the newly constructed roadway, sidewalk and curb and gutter will not need to be removed. The cost for this work is <u>\$28,250.00</u>.
- Additional Water Main replacement of 37.5 ft was added along Theodore to replace main that had been previously repaired by public works. This work was not known until the water main along Theodore was uncovered. Staff directed the contractor to replace the water main so the new water main would not be directly connected to old/repaired water main. The cost for this work is \$5,625.00.
- 21 ft of additional sanitary service adjustment was necessary at the time of installation of the new water main, This work was not known until the services were exposed. The cost of the work is <u>\$18,225.00</u>.
- During construction of the water main a buried storm sewer manhole was discovered. Due to IEPA clearance requirements an additional 21 ft of storm sewer with rubber gaskets was needed to meet IEPA requirements. The cost for this work was <u>\$1,879.50</u>.
- During Construction the contractor encountered existing utilities locations as well as challenges to fit the new water within the work area and still provide IEPA clearances. These modifications increased the amount of work required to connect the existing water main as well as the time it took to make these connections. The additional time required to make these connections was not included in the project pay item for this work due to

the work being unknown at the time of plan preparation process. These connections were made on a time and materials basis which was agreed on by staff and the contractor. The total number of connections made this way was 11. Paying for the connection work as time and materials instead of according to the project pay items plus additional costs and expenses would be a saving to the city. The cost for this work is <u>\$134,250.95</u>.

• Staff would like to add the resurfacing of Elsie Ave from Center St. to Hoffman St. in front of Chaney-Monge School due to its current condition and new revised construction schedule.

This work was not originally included because no existing water main was in this section of roadway and based on the original schedule the work would not be completed until the fall. With school in session this work would be very disrupted for the school and staff determined the work could be completed at a later date. The cost for this work is estimated at <u>\$37,868.30</u>.

• Due to the final quantities of water main work is now known and completed there is a deduction in the contract of <u>\$69,591.65</u>.

**Recommended Council Action:** To approve Change Order No 1 for the Chaney and Center Water Main and Roadway Rehabilitation Project which will increase the contract amount to \$3,535,133.30.

# **Financial Impact:**

Funding Source: American Rescue(AR) and Water

Budgeted Amount: \$2,678,183 AR & 934,372 Water

Total \$3,612,554.79

# **Cost Approved to Date:**

Award Construction Amount \$3,183,273.20 Construction Engineering \$195,353.00 Plus Change Order No.1 \$156,507.10 New Cost Approved to Date \$3,535,133.30

# Attachments:

Change Order Document 20230530.pdf

May 26, 2023

**V** 

Item 5.

Ron Wiedeman, P.E. City Engineer City of Crest Hill 2090 Oakland Avenue Crest Hill, Illinois 60403 815.741.5122

# RE: Chaney Avenue and Center Street Water Main Improvements | Change Order Document

Ron,

The Chaney Avenue and Center Street Water Main Improvements are nearing completion. The underground work for the project is complete. The contractor will be starting the roadway components in the coming days. During the installation of both the water main and storm sewer there were a variety of unforeseen conflicts and re-routing that caused items to take longer to install than originally expected. In addition, while the water main was being installed additional services were installed to accommodate vacant lots which will minimize the need for the development of these lots to connect into the new main and disturb not only the water main but the road, curb and gutter, sidewalk and parkway. In addition to the underground modifications, this change order includes the additional paving and striping in front of Chaney-Monge school. The following is a list of items that have changed to total contract quantities:

- 1. 4 additional WATER SERVICE LINE, 1" (SHORT) were added to the contract for future developable lots.
- 2. 3 additional WATER SERVICE LINE, 1" (LONG) were added to the contract for future developable lots.
- 3. 7 additional DOMESTIC WATER SERVICE BOX were added to the contract for future developable lots.
- 4. Due to previous water main breaks an additional 37.5 feet of water main was installed along Theodore Street. The new main replaced the damaged/partially repaired pipe.
- 5. The contractor encountered existing utilities as well as challenges to fit the new water main within the work area and still provide proper IEPA clearances. These modifications increased the number of connections to the existing main as well as took longer than expected. The additional total connections necessary is 11 and the contractor agreed to charge Time and Materials for these connections. By doing so the connection pay item will be deleted and a new Time and Materials Item will be established. In addition, 61.5 feet of DUCTILE IRON WATERMAIN, 6" was required to make the final side road connections.
- 6. 21 additional feet of SANITARY SERVICE ADJUSMENT was necessary in order to install the new watermain.
- A buried storm sewer manhole was discovered during the installation of the water main. Due to IEAP clearance requirements, 21 feet of additional STORM SEWERS, RUBBER GASKET, CL. A TY. 2, 15" was installed to reconnect the drainage system to the buried manhole.
- 8. 1 additional WATER VALVES, 6" was added in order to re-establish an existing fire suppression system to an existing building.

- 9. 2 additional Valve Vaults were filled as the existing water main was abandoned and the new main put into service..
- Additional resurfacing of Elsie Ave from Center St to Hoffman St in front of the Chaney-Monge school will be added to the overall pavement resurfacing and striping to provide a better transition from existing pavement to resurfaced pavement. \$37,868.30

Final quantities for a number of the underground work have been agreed upon by the contractor. The following 12 items and associated quantity will be deducted from the contract.

Item	Item not used
TREE ROOT PRUNING	2
DUCTILE IRON WATERMAIN, 8"	56.4
CATCH BASINS, TYPE A, 4'-DIAMETER, TY. 1 FRAME, OL	2
MANHOLES, TYPE A, 4'-DIAMETER, TY. 1 FRAME, OL	1
STORM SEWERS, RUBBER GASKET, CL. A TY. 2, 12"	162.7
STORM SEWERS, RUBBER GASKET, CL. A TY. 2, 18"	8
EXPLORATION TRENCH, SPECIAL	710
VALVE VAULT TO BE REMOVED	2
TEMPORARY INFORMATION SIGNING	85
SUMP LINE	46
STORM SEWER, WATERMAIN QUALITY, CL. B, TY. 2, 18"	6
WATERMAIN LINE STOP - 10"	change in equipment due field condition

The following is a summary of the proposed contract change:

Swallow Construction Contract Amount	\$3,183,273.20
Accumulated Changes to Contract for Underground Work (11 items)	\$226,098.75
Quantities not used or have used less then plan quantity (12 items)	\$69,591.65
Change Order requested amount	\$156,507.10
Total change to contract amount	\$3,339,780.30

If you have any questions or would like to discuss this further, please do not hesitate to contact me at 630-254-1522

Sincerely, V3 Companies, Ltd.

Half

Jason Holy, P.E. Senior Project Manager

# Agenda Memo



**Crest Hill, IL** 

Meeting Date:	June 19, 2023
Submitter:	Ronald J Wiedeman
Department:	Engineering
Agenda Item:	Route 66 Community Monuments-Agreement Heritage Corridor Convention and Visitors Bureau and City of Crest Hill.

**Summary:** As previously discussed at the May 22, 2023 workshop meeting, the city of Crest Hill through Heritage Corridor Designations (CVB) has been awarded a portion of \$1.6 million DCEO grant for the purchase of an interactive Route 66 Community Monument. The purpose of this monument is to promote tourism and to celebrate the 100<sup>th</sup> Anniversary of Route 66 in 2026. The monument is 72 inches tall by 14'8" in length, see attached for exhibits on the monument being provided.

The CVB is looking to have this agreement signed by the city by the end of June 2023.

If the city chooses to move forward with accepting this monument the following will be conditions of the agreement:

- 1. The city will be required to pay a one-time fee of \$3,000 fee to the Heritage Corridor to pay for cost associated with the grant application, reporting and accounting of the grant.
- 2. The city will take delivery of the monument on or by August 31, 2023.
- 3. The sign will be delivered to a location determined by the city.
- 4. The city will be required to install a 15 ft by 4 ft concrete pad that is capable of handling the load of the monument. The estimated cost to install the pad is approximately \$5,000. This is the cost of the pad only, and any landscaping, benches, etc. will be additional.
- 5. The city will also be responsible for installing a sign adjacent to this monument that says, "Project funded by DCEO's Route 66 Grant with logos". The cost for this is estimated to be between \$200-\$300 dollars.
- 6. The monument will need to be out for public display until the end of 2026 and once delivered, the city will be responsible for maintenance and repair of the monument .
- 7. Once the monument is installed, the city along with Heritage Corridor Designations will plan a public announcement.

Since the May 22, 2023 workshop, staff have reached out to the owner of Lucky Brothers to discuss placing this sign on Lucky Brothers property and we are still waiting for an official response. If an agreement is not in place by the time the signs is scheduled for delivery, the sign will then be delivered to the City Center Complex and placed outside the Council Chambers where an existing paved surface exists until either an agreement can be put in place, or an alternate location can be found.

The agreement attached here incorporates the revisions requested by the City Attorney and which have been agreed to by CVB per Council directive following the May workshop. There is only one issue which was not

resolved between the City Attorney and CVB, specifically the section which requires the City to indemnify CVB. The City Attorney requested removal of that paragraph, but CVB (and its attorney) did not agree to the requested change. Therefore, although the City attorney believes the risk to the City to be minimal, he recommended that the final decision on the issue be made by the Council. The City Attorney can address any other questions the council might have on this matter.

**Recommended Council Action:** To execute the Route 66 Community Monuments Agreement between Heritage Corridor Convention and Visitors Bureau and City of Crest Hill.

# **Financial Impact:**

Funding Source: General Fund

Budgeted Amount: n/a

Cost: 3,000 plus concrete pad cost estimated at \$5k

# Attachments:

RT66 Grant FY22 Copy.pdf

# RESOLUTION NO.

# A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF CREST HILL, WILL COUNTY, ILLINOIS, AND HERITAGE CORRIDOR CONVENTION AND VISITORS BUREAU, AN ILLINOIS NOT-FOR-PROFIT CORPORATION

**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 Heritage Corridor Convention and Visitors Bureau ("CVB") is an Illinois Not-For-Profit Corporation that partners with communities to promote the historic I&M Canal National Heritage Area; and

**WHEREAS**, the City Council desires to partner with CVB to bring an interactive Route 66 Monument ("MONUMENT") to the City of Crest Hill to commemorate the 100<sup>th</sup> Anniversary of Route 66 and CVB is ready, willing, and able to furnish MONUMENT to the City; and

**WHEREAS**, the City's Staff have negotiated the terms of a Memorandum of Understanding regarding the furnishing of MONUMENT to the City of Crest Hill by CVB using grant money as outlined in the Memorandum of Understanding attached hereto as <u>Exhibit A</u> and fully incorporated herein; and

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

**WHEREAS,** the City Council has determined that it is in the best interests of the City and its citizens to enter into the Memorandum of Understanding with CVB.

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

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

**SECTION 2: MEMORANDUM OF UNDERSTANDING APPROVED**. The City Council hereby finds and declares that the conditions, terms, and provisions of the Memorandum of Understanding (<u>Exhibit A</u>) are fair, reasonable, and acceptable to the City and that the same is hereby approved in form and substance. Therefore, the City Council hereby authorizes and directs

the Mayor to execute and deliver, and the Clerk to attest, the Memorandum of Understanding, 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 Memorandum of Understanding with CVB.

**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 19<sup>TH</sup> DAY OF JUNE, 2023.

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

Christine Vershay-Hall, City Clerk

APPROVED THIS 19<sup>TH</sup> DAY OF JUNE, 2023.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

Item 6.

# **EXHIBIT A**

# **ROUTE 66 GRANT FY23**

# ROUTE 66 COMMUNITY MONUMENTS AGREEMENT BETWEEN HERITAGE CORRIDOR CONVENTION AND VISITORS BUREAU AND CITY OF CREST HILL

The Memorandum of Understanding and Agreement (hereinafter "Agreement") is made this 19<sup>th</sup> day of June, 2023, by and between Heritage Corridor Convention and Visitors Bureau, an Illinois Not-For-Profit corporation (hereinafter "CVB") whose address is 2701 Black Road, Suite 201; Joliet, Illinois; and CITY OF CREST HILL (an Illinois municipality) (hereinafter "CITY"), whose address is 20600 City Center Boulevard; Crest Hill, IL 60403.

### RECITALS

WHEREAS, the CITY is a non-home rule municipality pursuant to the Illinois Constitution and the Illinois Municipal Code and located within the geographic boundaries of CVB; and

WHEREAS, CVB is an Illinois not-for-profit organization that partners with communities to promote the historic I&M Canal National Heritage Area; and

WHEREAS, the State of Illinois has made grant funds available to CVB for the purpose of promoting tourism and celebrating the 100<sup>th</sup> Anniversary of Route 66, which includes the fabrication and delivery of Route 66 Community Monuments along The First Hundred Miles of Route 66; and

WHEREAS, CVB is authorized to utilize state grant funds from the Department of Commerce and Economic Opportunity (DCEO) for the purpose of fabrication and delivery of the MONUMENTS and no federal funds will be used; and

WHEREAS, CVB will furnish a certain MONUMENT, described herein, to the CITY pursuant to the terms of this Agreement.

WHEREAS, as consideration for the fabrication and delivery of said MONUMENT, CITY agrees to make a onetime payment of three thousand dollars (\$3,000.00) to CVB to cover administrative costs for the fabrication, delivery and announcement of said MONUMENT. CITY'S payment of the one-time financial contribution called for herein shall be made to CVB on or before August 31, 2023.

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

- CVB agrees to furnish to CITY one "Route 66 Community Monument" (hereinafter "MONUMENT") described as follows: Route 66 Shield Interactive Monument 72" tall by 14'8" wide and which is graphically depicted on the attached Exhibit 1, which is fully incorporated herein and made part of this Agreement.
- 2. On or before August 31, 2023, CVB will have said MONUMENT delivered to a location within the CITY's jurisdictional boundaries to be determined by the CITY.
- City shall have the sole discretion as to the location and placement of the MONUMENT and shall have the right to change locations if a more suitable location becomes available, or in the sole discretion of the City, is more practicable.

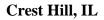
- 4. In addition to providing the location within the CITY for the MONUMENT, the CITY will provide signage adjacent to the MONUMENT indicating the following information: "Project funded by Illinois DCEO's Route 66 Grant" and which will include the logos of Enjoy Illinois, CVB, and the CITY. Aside from the foregoing information, the form, material, and design of the signage outlined above shall be left to the sole discretion of the City.
- 5. The CITY shall not be financially responsible for the ordering, fabrication/manufacture, or delivery of the MONUMENT.
- 6. The CITY agrees to provide a suitable existing concrete surface on which the MONUMENT shall be placed. In the event that the location does not have an existing concrete surface, CVB has recommended a concrete pad which is a minimum of four (4) feet in depth. CITY, in its discretion shall have the ability to determine the suitable thickness/depth to provide the necessary foundation for the MONUMENT.
- 7. MONUMENT at the time of delivery to the City shall be accepted by CVB. CVB makes no warranties of any kind either express, implied, or statutory related to the MONUMENT.
- 8. CVB will deliver MONUMENT to the location chosen by the CITY . Once delivered, the MONUMENT shall become the sole property and responsibility of the CITY. CVB shall have no ownership rights or maintenance responsibility of any kind for the MONUMENT after delivery. CITY shall display and maintain the MONUMENT from the time of the initial placement at a location of the CITY'S choosing through the completion of the Route 66 Centennial in 2026. Thereafter, the CITY shall have the sole right and ability to remove the MONUMENT and relocate, donate or otherwise dispose of the MONUMENT as the CITY deems appropriate.
- 9. CVB shall not be liable for any injury or death occurring in or about the area where the MONUMENT is placed, or for injury or death that is caused because of the condition of the MONUMENT itself, or because of the foundation or surface on which the MONUMENT is placed.
- 10. CVB shall not be liable for repair, replacement, or maintenance of the MONUMENT after delivery of the MONUMENT to the CITY.
- 11. CVB and the City agree that when the City decides on the location of the MONUMENT, or in the event of a temporary placement by the City, the Parties will work together to coordinate an event at which the placement of the MONUMENT will be announced to the public.
- 12. CITY shall indemnify CVB against and hold it harmless from, all claims, actions, proceedings, costs, damages, and liabilities, including attorney's fees, arising out of, connected with, or resulting from the sue and placement of MONUMENT.
- 13. The approximate cost for the procurement of the MONUMENT is a Route 66 grant eligible expense of less than \$12,000 for fabrication and delivery, the entire cost of which is paid with the Route 66 grant provided by the CVB.

# All contracts must be signed/executed by June 30, 2023 with payments completed by August 31, 2023.

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED THEIR ACCEPTANCE OF THESE TERMS BY SIGNING AS FOLLOWS:

	DATE
HERITAGE CORRIDOR CONVENTION AND VISITORS BUREAU BY ITS AUTHORIZED AGENT	
Robert Navarro, President & CEO	
	DATE
CITY OF CREST HILL	
BY ITS AUTHORIZED AGENT	
Raymond Soliman, Mayor	
	DATE
CITY OF CREST HILL	
Ronald Wiedeman, City Engineer	

# City Council Agenda Memo





Meeting Date:	June 19, 2023
Submitter:	Maura Rigoni, AICP, Interim Planner
Department:	Community & Economic Development
Agenda Item:	Approve an Ordinance for a Special Use Permit Banquet Facility

**Summary:** James Sankey presented the request for a special use permit for a banquet facility to operate Events and Venues by James at the City Council Work Session on June 12, 2023. At that meeting, the City Council discussed the proposal for the property located at 21113-21121 Division Street. The attached ordinance includes the six (6) conditions recommended by the Plan Commission. To conclude the discussion, the Council affirmatively voted 6-0 to authorize the preparation of the necessary ordinance and place the Ordinance on a future City Council meeting agenda for final action and ordinance approval.

The conditions are as follows:

- 1. Consumption of alcohol on the property, both inside and outside the building, is prohibited.
- 2. Review and approval of a security plan by the Crest Hill Police Department.
- 3. Occupancy of the events space and the area associated with Cheesecakes by James shall be limited to a total of seventy-five (75) people.
- 4. All events must conclude by 10 PM with the facility being closed by 11 PM.
- 5. There shall be no preparation of food on-site, with the exception of cheesecakes/desserts. All other food may be catered.
- 6. At no time shall any door to the outside of the property be propped open.

**Recommended Council Action:** If the Mayor and City Council are amenable to the Events and Venues by James special use permit request, I would ask that you approve the special use Ordinance subject to the Findings of Fact, including the six (6) conditions provided in the Ordinance.

**Financial Impact:** N/A

**Funding Source:** 

# **Budgeted Amount:**

Attachments: Special Use Ordinance

# ORDINANCE NO.

# AN ORDINANCE GRANTING A SPECIAL USE PERMIT WITH RESPECT TO CERTAIN REAL PROPERTY LOCATED WITHIN THE CORPORATE BOUNDARIES OF CREST HILL

# [APPLICATION OF EVENTS AND VENUES BY JAMES (JAMES SANKEY)]

**WHEREAS**, the Illinois Municipal Code, 65 ILCS 5/11-3.1.1 (the "Code") authorizes the corporate authorities of any municipality to enact ordinances to provide for the classification of special uses, including, but not limited to, public and quasi-public uses affected with the public interest, uses which may have a unique, special, or unusual impact upon the use or enjoyment of neighboring property, and planned developments; and

WHEREAS, the Code states that a special use shall be permitted only upon evidence that such use meets standards, established for such classification in the ordinances, and the granting of permission may be subject to conditions reasonably necessary to meet such standards; and

**WHEREAS**, the City of Crest Hill ("City") has enacted said ordinance in Section 12.7 of the Crest Hill Zoning Ordinance, specifying the requirements for special use permits; and

WHEREAS, James Sankey, owner of Events and Venues by James ("Applicant"), has properly filed and presented before the Crest Hill Plan Commission an application seeking the granting of a special use permit for a banquet facility (the "Application") for certain property within the city limits of the City of Crest Hill, Will County, Illinois, and located at 21113-21121 Division Street, Crest Hill, Illinois, PIN: 11-04-30-201-002-0000 (the "Property"), as legally described in Exhibit "A" with proper notice thereof given; and

**WHEREAS**, said Property is zoned B-2 under the Crest Hill Zoning Ordinance and the Applicant has requested that the zoning be changed to a B-2 special use permit; and

**WHEREAS**, the Crest Hill Plan Commission, by formal vote taken May 11, 2023, recommended approval of the special use permit sought in the Application, with conditions, after holding a Public Hearing, with proper notice thereof given; and

**WHEREAS**, the City Council has examined the May 11, 2023, Findings and Decision of the Plan Commission hereto attached as Exhibit "B" and has considered the presentations and arguments of the Applicant in a regularly scheduled open meeting; and

**WHEREAS**, the City Council finds that it is in the best interest of the City that the Recommendation of the Plan Commission be accepted, and the Application be granted.

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

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

- **SECTION 2**: That the City Council hereby accepts, adopts, and ratifies the Findings and Decision of the Plan Commission, attached hereto as "Exhibit B", and incorporated by reference herein, as the Findings and Decision of the City Council in relation to the Application for a special use permit.
- **SECTION 3**: That a special use permit is hereby granted to Events and Venues by James, James Sankey, to allow a B-2 special use to permit a banquet facility for the property 21113-21121 Division Street, Crest Hill, Illinois PIN: 11-04-30-201-002-0000, (the "Property"), as legally described in Exhibit "A", and in accordance with reviewed plans and the definitions of the zoning classifications currently in use in the Crest Hill Zoning Ordinance, hereinafter described and subject to the following conditions:
  - 1. Consumption of alcohol on the property, both inside and outside the building, is prohibited.
  - 2. Review and approval of a security plan by the Crest Hill Police Department.
  - 3. Occupancy of the events space and the area associated with Cheesecakes by James shall be limited to a total of seventy-five (75) people.
  - 4. All events must conclude by 10 PM with the facility being closed by 11 PM.
  - 5. There shall be no preparation of food on-site, with the exception of cheesecakes/desserts. All other food may be catered.
  - 6. At no time shall any door to the outside of the property be propped open.

Territory Described. See attached legal description "Exhibit A."

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

[Left Intentionally Blank]

# PASSED THIS 19<sup>TH</sup> DAY OF JUNE, 2023

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

Christine Vershay-Hall, City Clerk

APPROVED THIS 19<sup>TH</sup> DAY OF JUNE, 2023

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

# "Exhibit A"

# LEGAL DESCRIPTION

# PERMANENT INDEX NO: 11-04-30-201-002-0000

# LEGAL DESCRIPTION: LOT 7 IN CREST HILL INDUSTRIAL PARK PUD, PHASE III, BEING A SUB OF PRT ORF THE N1/2 OF SEC 30, T36N-R10E.

### "Exhibit B"

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

IN RE:	)	
The application Events and Venues by James	)	No. SU-23-1-4-1
(James Sankey)		110. 30-23-1-4-1
(sumes sumey)	)	
For a special use permit.	)	

# FINDINGS AND DECISION OF THE PLAN COMMISSION AS TO CASE NO. SU-23-1-4-1 THE APPLICATION OF EVENTS AND VENUES BY JAMES (JAMES SANKEY). FOR A SPECIAL USE AT 2113-22121 DIVISION STREET

THIS APPLICATION, coming before for a decision by the Plan Commission, and the Plan Commission having heard the evidence in support and opposition to the application at a regularly scheduled meeting held on July 14, 2021, being fully advised in the premises, THE COMMISSION DOES MAKE THE FOLLOWING FINDINGS:

A. That the applicant, James Sankey, owner of Events and Venues by James, is the occupant of the real estate, upon approval of the special use, as described in the application. The property owner has signed off on the application.

B. That the application seeks a B-2 special use for the property described in the application, located at 21113-21121 Division Street, Crest Hill, Illinois, being part of PIN: 11-04-30-201-002-0000 (the "Property"), as legally described in Exhibit "A"

C. That the Property is currently zoned B-2;

D. That the application seeks approval of a special use to allow a banquet facility on the property;

E. That the proposed use is not allowed on the property as currently zoned;

F. That the property described in the application is currently zoned as a commercial use, with commercial, residential and manufacturing uses adjacent thereto;

G. That the application for the special use was properly submitted and notice of the application and the Public Hearing were properly published;

H. That no interested parties filed their appearances herein;

I. That the public hearing was called to order, the applicant presented evidence and arguments in support of his application, and the public hearing was duly transcribed by a certified shorthand reporter of the State of Illinois;

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

K. That the proposed special use, as considered under section 12.7 of the zoning code, meets the standards for the granting of the special use under section 12.7-6 as the proposed development meets all of the criteria set forth in subsections 10.6 and 12.7-6(1), (2), (3), (4), (5) and (6); the Plan Commission noting that subsection 12.7-6(7) is inapplicable.

THEREFORE, it is the decision of the Plan Commission of the City of Crest Hill, Illinois, based upon the evidence heard by same and arguments and suggestions heard at the public hearing, and having duly considered the mandates and standards as set forth in the City of Crest Hill, Illinois zoning ordinance for the granting of special uses, as follows:

- 1. That the application of Events and Venues by James to allow a B-2 special use for a banquet facility in accordance with the reviewed plans on the property at 21113-21121 Division Street Crest Hill, Illinois, being part of PIN: 11-04-30-201-002-0000 (the "Property"), as legally described in Exhibit "A", in a B-2 zoning district was recommended to be approved and is supported by the evidence adduced;
- 2. The following conditions were placed on the special use permit:
  - a. Consumption of alcohol on the property, both inside and outside the building, is prohibited.
  - b. Review and approval of a security plan by the Crest Hill Police Department.
  - c. Occupancy of the events space and the area associated with Cheesecakes by James shall be limited to a total of seventy-five (75) people.
  - d. All events must conclude by 10 PM with the facility being closed by 11 PM.
  - e. There shall be no preparation of food on-site, with the exception of cheesecakes/desserts. All other food may be catered.
  - f. At no time shall any door to the outside of the property be propped open.
- 3. It is therefore the recommendation of the City of Crest Hill Plan Commission that the application for the special use be granted.

[Left Intentionally Blank]

Adopted by the Plan Commission of the City of Crest Hill, Illinois, this 11<sup>th</sup> Day of May 2023 upon the following voice vote:

	Aye	Nay	Absent	Abstain
Commissioner Carol Slabozeski				
Commissioner John Stanton				
Commissioner Ken Carroll				
Commissioner Jan Plettau				
Commissioner Bill Thomas				
Commissioner Jeff Thomas				
Commissioner Angelo Deserio				
Approved:				

Bill Thomas, Chairman

Attest:

Christine Vershay-Hall, City Clerk

# **City Council Agenda Memo**





Meeting Date:	June 19, 2023
Submitter:	Maura Rigoni, AICP, Interim Planner
Department:	Community & Economic Development
Agenda Item:	Approve an Ordinance for a Special Use Permit Large Truck Rental

**Summary:** Ibrahim Altamini, owner of Home Essentials Furniture presented the request for a special use permit for the rental of large trucks (UHauls) at the City Council Work Session on June 12, 2023. At that meeting, the City Council discussed the proposal for the property located at 1701 N Larkin Ave Unit 305. The attached ordinance includes the three (3) conditions recommended by the Plan Commission. To conclude the discussion, the Council affirmatively voted 6-0 to authorize the preparation of the necessary ordinance and place the ordinance on a future City Council meeting agenda for final action and ordinance approval.

The conditions are as follows:

- 1. Prohibition of on-site advertisement of the U-Haul Operation
- 2. Limitation of the total number of trucks to two (2) on-site at one time.
- 3. All trucks must be parked in the rear of the property, and at no time shall a U-Haul truck associated with the business be located in the front parking lot of the shopping center.

**Recommended Council Action:** If the Mayor and City Council are amenable to the Home Essentials Furniture special use permit request, I would ask that you approve the special use Ordinance subject to the Findings of Fact, including the three (3) conditions provided in the Ordinance.

**Financial Impact:** N/A

**Funding Source:** 

**Budgeted Amount:** 

Attachments: Special Use Ordinance

# ORDINANCE NO.

# AN ORDINANCE GRANTING A SPECIAL USE PERMIT WITH RESPECT TO CERTAIN REAL PROPERTY LOCATED WITHIN THE CORPORATE BOUNDARIES OF CREST HILL (APPLICATION OF HOME ESSENTIALS FURNITURE)

**WHEREAS**, the Illinois Municipal Code, 65 ILCS 5/11-3.1.1 (the "Code") authorizes the corporate authorities of any municipality to enact ordinances to provide for the classification of special uses, including, but not limited to, public and quasi-public uses affected with the public interest, uses which may have a unique, special, or unusual impact upon the use or enjoyment of neighboring property, and planned developments; and

WHEREAS, the Code states that a special use shall be permitted only upon evidence that such use meets standards established for such classification in the ordinances, and the granting of permission may be subject to conditions reasonably necessary to meet such standards; and

**WHEREAS**, the City of Crest Hill ("City") has enacted said ordinance in Section 12.7 of the Crest Hill Zoning Ordinance, specifying the requirements for special use permits; and

**WHEREAS**, Ibrahim Altamini, owner of Home Essentials Furniture ("Applicant"), has properly filed and presented before the Crest Hill Plan Commission an application seeking the granting of a special use permit for large truck rental (the "Application") for certain property within the city limits of the City of Crest Hill, Will County, Illinois, and located at 1701 N Larkin, Unit 305, Crest Hill, Illinois, being part of PIN: 11-04-31-404-012-0000 (the "Property"), as legally described in Exhibit "A" with proper notice thereof given; and

**WHEREAS**, said Property is zoned B-2 under the Crest Hill Zoning Ordinance and the Applicant has requested that the zoning be changed to a B-2 special use permit; and

**WHEREAS**, the Crest Hill Plan Commission, by formal vote taken May 11, 2023, recommended approval of the special use permit sought in the Application, with certain conditions, after holding a public hearing with proper notice thereof given; and

**WHEREAS**, the City Council has examined the May 11, 2023, Findings and Decision of the Plan Commission attached hereto as Exhibit "B", and has considered the presentations and arguments of the Applicant in a regularly scheduled open meeting; and

**WHEREAS**, the City Council finds that it is in the best interest of the City that the Recommendation of the Plan Commission be accepted, and the Application be granted.

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

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

- **SECTION 2**: That the City Council hereby accepts, adopts, and ratifies the Findings and Decision of the Plan Commission, attached hereto as "Exhibit B", and incorporated by reference herein, as the Findings and Decision of the City Council in relation to the Application for a special use permit.
- **SECTION 3**: That a special use permit is hereby granted to Ibrahim Altamini, owner of Home Essentials Furniture, to allow a B-2 special use permit for large truck rental at the property located at 1701 N Larkin, Unit 305, Crest Hill, Illinois, being part of PIN: 11-04-31-404-012-0000 (the "Property"), as legally described in Exhibit "A", and in accordance with reviewed plans and the definitions of the zoning classifications currently in use in the Crest Hill Zoning Ordinance, hereinafter described and subject to the following conditions:
  - 1. Prohibition of on-site advertisement of the U-Haul Operation
  - 2. Limitation of the total number of trucks to two (2) on-site at one time.
  - 3. All trucks must be parked in the rear of the property, and at no time shall a U-Haul truck associated with the business be located in the front parking lot of the shopping center.

Territory Described. See attached legal description "Exhibit A."

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

[Left Intentionally Blank]

# PASSED THIS 19<sup>TH</sup> DAY OF JUNE, 2023

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

Christine Vershay-Hall, City Clerk

APPROVED THIS 19<sup>TH</sup> DAY OF JUNE, 2023

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

#### "Exhibit A"

#### LEGAL DESCRIPTION

#### PERMANENT INDEX NO: 11-04-31-404-012-0000

# LEGAL DESCRIPTION: PARCEL 1

PART OF THE WEST HALF OF THE SOUTHEAST OUARTER OF SECTION 31. TOWNSHIP 36 NORTH, RANGE IO EAST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF CREST HILL, WILL COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND PK NAIL AT THE SOUTH OUARTER CORNER OF SECTION 31, TOWNSHIP 36, RANGE 10 EAST, ALSO BEING IN THE CENTERLINE OF THEODORE STREET AND 1320.23 FEET WEST OF THE SOUTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 10 EAST, AND 1327.58 FEET WEST OF THE INTERSECTION OF THE CENTERLINE OF FA RTE 23 SPUR (LARKIN AVENUE) IN THE VILLAGE OF CREST HILL, WILL COUNTY, ILLINOIS; THENCE NORTH 89°33'26" EAST IN THE CENTERLINE OF THEODORE STREET AND THE SAID SOUTH LINE OF THE SOUTHEAST QUARTER, A DISTANCE OF 300.00 FEET; THENCE NORTH 00°12'37" EAST PARALLEL TO THE WEST LINE OF THE SAID SOUTHEAST QUARTER, A DISTANCE OF 33.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF THEODORE STREET AND THE POINT OF BEGINNING: THENCE CONTINUING NORTH 00°12'37" EAST, IN THE EAST LINE OF THE EAST 50 FEET OF THE WEST 300 FEET OF THE SOUTHEAST QUARTER OF SECTION 31, OWNED BY CHICAGO TITLE & TRUST CO. AND DESCRIBED AS PARCEL 2 IN DOCUMENT 755510 IN THE OFFICE OF THE RECORDER WILL COUNTY, ILLINOIS, A DISTANCE OF 830.38 FEET TO A FOUND IRON PIN IN THE EASTERLY RIGHT-OF-WAY LINE OF THE E.J.&E. RAILROAD RUNNING SOUTHWESTERLY AND NORTHEASTERLY THROUGH THE SAID SOUTHEAST OUARTER: THENCE NORTH 39°23'05" EAST IN THE SOUTHERLY RIGHT-OF-WAY LINE OF THE E.J.&E. RAILROAD, A DISTANCE OF 592.88 FEET TO A FOUND PIPE, SAID PIPE BEING 382.59 FEET SOUTH OF THE INTERSECTION OF SOUTHERLY RIGHT-OF-WAY LINE OF THE E.J.&E. RAILROAD AND THE CENTERLINE OF US RT. 30 (PLAINFIELD ROAD), ALSO BEING THE SOUTHWESTERLY CORNER OF PROPERTY DESCRIBED IN DOCUMENT 817473 IN THE OFFICE OF THE RECORDER FOR WILL COUNTY KNOWN AS MAZZUCCO CONSTRUCTION CO THENCE SOUTH 46°48'3 I" EAST IN THE SOUTHERLY CONSTRUCTION CO. PROPERTY, A DISTANCE OF 129.12 FEET: LINE OF SAID MAZZUCCOTHENCE NORTH 43°09'49" EAST IN THE EASTERLY LINE OF SAID MAZZUCCO PROPERTY. A DISTANCE OF 165.10 FEET TO A FOUND PIPE; THENCE SOUTH 46°01'43" EAST IN THE SOUTHERLY LINE OF PROPERTY OWNED BY JLP REALTY AS DESCRIBED IN DOCUMENT 920 100583 RECORDED IN THE OFFICE OF THE RECORDER, WILL COUNTY, ILLINOIS, A DISTANCE OF71.56 FEET TO A FOUND IRON PIN BEING THE SOUTHEASTERLY CORNER OF SAID JLP REALTY PROPERTY; THENCE NORTH 43°57'20" EAST IN THE EASTERLY LINE OF SA1D JLP REALTY PROPERTY A DISTANCE OF 117.73 FEET: THENCE NORTH 46°50'10" WEST, A DISTANCE OF20.00 FEET; THENCE NORTH 43°57'20" EAST, A DISTANCE OF 50.00 FEET TO SOUTHERLY RIGHT-OF-WAY LINE OF US RT. 30 (PLAINFIELD ROAD);THENCE SOUTH 46°50'10" EAST IN THE SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 150.00 FEET: THENCE NORTH 44°02'00" EAST, A DISTANCE OF 5.00 FEET IN THE SAID SOUTHERLY RIGHT-OF-WAY LINE; THENCE SOUTH 45°14'37" EAST IN THE SOUTHERLY RIGHT-OF-WAY LINE OF US RT. 30 (PLAINFIELD ROAD), A DISTANCE OF 194.48 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF FA RTE 23, SPUR (LARKIN AVENUE), SAID INTERSECTION BEING 50.00 FEET LEFT OF THE CENTERLINE STATIONING ALONG PLAINFIELD ROAD AT STATION 207+64.72; THENCE SOUTHERLY IN THE WESTERLY RIGHT-OF-WAY LINE OF FA RTE 23 SPUR (LARKIN AVENUE) TO A POINT BEING SOUTH 00°09'26" WEST, A DISTANCE OF 198.62 FEET TO A POINT BEING 63.32 FEET LEFT OF THE CENTERLINE OF FA RTE 23 SPUR (LARKIN AVENUE) AT STATION 642+20.00;THENCE SOUTHERLY IN THE SAID WESTERLY RIGHT-OF-WAY LINE SOUTH 04°47'12" WEST, A DISTANCE OF 371.73 FEET TO A POINT BEING 70.00 FEET LEFT OF THE CENTERLINE OF FA RTE 23 SPUR (LARKIN AVENUE) 638+59.00;THENCE SOUTHERLY IN THE SAID WESTERLY AT STATION. RIGHT-OF-WAY LINE SOUTH 00°09'26" WEST, A DISTANCE OF 94.00 FEET TO A POINT BEING 70.00 FEET LEFT OF THE CENTERLINE OF FA RTE 23 SPUR (LARKIN AVENUE) AT STATION 637+65.00; THENCE SOUTHERLY IN THE SAID WESTERLY RIGHT-OF-WAY LINE SOUTH 03°25'40" WEST, A DISTANCE OF 175.29 FEET TO A POINT BEING 80.00 FEET LEFT OF THE CENTERLINE OF FA RTE 23 SPUR (LARKIN AVENUE) AT STATION 635+90.00;THENCE SOUTHERLY IN THE SAID WESTERLY RIGHT-OF-W AY LINE SOUTH 00°09'57" WEST, A DISTANCE OF 295.53 FEET (PREVIOUSLY RECORDED AS SOUTH 00°09'26" WEST, A DISTANCE OF 295.00 FEET TO A POINT BEING 80.00 FEET LEFT OF THE CENTERLINE OF FA RTE 23 SPUR (LARKIN AVENUE) AT STATION 632+95.00);THENCE SOUTHWESTERLY IN THE SAID WESTERLY RIGHT-OF-WAY LINE SOUTH 60°04'24" WEST, A DISTANCE OF 58.02 FEET (PREVIOUSLY RECORDED AS SOUTH 59°38'44" WEST 58.32 FEET) TO A POINT IN THE NORTHERLY RIGHT-OF-WAY LINE OF THEODORE STREET, SAID POINT BEING 33.00 FEET LEFT MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF THEODORE STREET AT STATION 35+71.08;THENCE WESTERLY PARALLEL TO AND 33.00 FOOT DISTANT FROM THE CENTERLINE OF THEODORE STREET IN THE NORTHERLY RIGHT-OF-WAY LINE OF THEODORE STREET SOUTH 89°33'26" WEST, A DISTANCE OF 897.21 FEET TO THE POINT OF BEGINNING.EXCEPTING A PARCEL OWNED BY THE CITY OF CREST HILL DESCRIBED IN DOCUMENT R69-19501 RECORDED IN THE OFFICE OF THE RECORDER OF WILL COUNTY MORE PARTICULARLY DESCRIBED AS FOLLOWS: THAT PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF SAID SECTION 31 AT ITS POINT OF INTERSECTION WITH THE EAST LINE OF THE CHICAGO TITLE

AND TRUST COMPANY PROPERTY AS DISCLOSED BY DEED RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF SAID WILL COUNTY, AS DOCUMENT NO. 755510; THENCE NORTHERLY ALONG THE SAID EAST LINE OF THE CHICAGO TITLE AND TRUST COMPANY'S PROPERTY, 863.19 FEET TO A POINT IN THE EASTERLY RIGHT OF WAY LINE OF THE ELGIN. JOLIET EASTERN RAILWAY COMPANY, 491.08 AND FEET: THENCE SOUTHEASTERLY ALONG A LINE FORMING A RIGHT ANGLE TO THE LAST DESCRIBED LINE 40 FEET FOR A PLACE OF BEGINNING; THENCE NORTHEASTERLY ALONG A LINE PARALLEL TO THE EASTERLY RIGHT OF WAY LINE OF THE ELGIN, JOLIET & EASTERN RAILWAY COMPANY, 54.57 FEET; THENCE SOUTHEASTERLY ALONG A LINE FORMING A RIGHT ANGLE TO THE LAST DESCRIBED LINE, 97.31 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG A LINE PARALLEL WITH THE SAID EASTERLY RIGHT-OF-WAY LINE OF SAID RAILROAD COMPANY, 54.57 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A LINE FORMING A RIGHT ANGLE TO THE LAST DESCRIBED LINE, 97.31 FEET TO THE PLACE OF BEGINNING, IN WILL COUNTY, ILLINOIS.

PARCEL I CONTAINING 1,146,165 SQUARE FEET OR 26.312 ACRES MORE OR LESS.NOT INCLUDING THE 5,310 SQUARE FEET OR 0.122 ACRES INCLUDED IN THE EXCEPTION OWNED BY THE CITY OF CREST HILL.

ALSO EXCEPTING OUT:

PARCEL 2

THAT PART OF THE WEST HALF OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 36 NORTH RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE S. 89°-33'-26" W. ALONG THE SOUTH LINE OF THE WEST HALF OF THE SOUTHEAST 1/4 OF SAID SECTION 31. A DISTANCE OF 122.56 FEET; THENCE N. 0°-26'-34" W. AT RIGHT ANGLES TO LAST DESCRIBED LINE, A DISTANCE OF 33.00 FEET; THENCE N. 59°-38'-44" E. A DISTANCE OF 58.32 FEET TO A POINT. 80.00 FEET LEFT OF STATION 632+95.00 ON THE SURVEYED CENTERLINE OF F.A. ROUTE 23 SPUR (LARKIN AVENUE); THENCE N. 0°-09'- 26" E., A DISTANCE OF 295.00 FEET ALONG A LINE PARALLEL WITH AND 80.00 FEET NORMAL DISTANCE WESTERLY FROM THE SURVEYED CENTERLINE OF F.A. ROUTE 23 SPUR (LARK.IN AVENUE) TO A POINT 80.00 FEET LEFT OF STATION 635+90.00; THENCE N. 3°-25'-40" E., A DISTANCE OF 175.29 FEET TO A POINT 70.00 FEET LEFT OF STATION 637+65.00; THENCE N. 0°-09'-26" E. ALONG A LINE WHICH IS PARALLEL WITH THE CENTERLINE OF SAID LARKIN AVENUE, A DISTANCE OF 77.00 FEET TO A PLACE OF BEGINNING, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID LARKIN AVENUE AS DEEDED TO THE DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, STATE OF ILLINOIS, ACCORDING TO THE DEED RECORDED AS DOCUMENT NO. R74-02851; THENCE CONTINUING N. 00°-09'-26" E. ALONG SAID PARALLEL LINE AND SAID WESTERLY RIGHT-OF WAY LINE OF LARKIN AVENUE, A DISTANCE OF 17.00 FEET TO A POINT 70.00 FEET LEFT OF STATION 638+59.00; THENCE N. 4°-47'-12" E. ALONG THE WESTERLY LINE OF SAID LARKIN AVENUE, A DISTANCE OF 158.19 FEET; THENCE S. 88°-49'-10" W., A DISTANCE OF 142.37 FEET; THENCE S. 13°-30'-00" W., A DISTANCE OF 167.75 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG AN ARC OF A CIRCLE, CONVEX TO THE SOUTHWEST, HAVING A RADIUS OF 10.0 FEET, THE CHORD THEREOF HAVING A BEARING OF S. 38°-50'-30" E, AND A LENGTH OF 15.83 FEET, AN ARC DISTANCE OF 18.27 FEET TO A POINT OF TANGENCY; THENCE N. 88°-38'-48" E., A DISTANCE OF 158.36 FEET TO THE PLACE OF BEGINNING, IN WILL COUNTY, ILLINOIS.CONTAINING 27,229 SQUARE FEET OR 0.625 ACRES MORE OR LESS. ALSO EXCEPTING OUT:

PARCEL 3

BEING PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 36 NORTH RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF CREST HILL, WILL COUNTY, ILLINOIS. DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SAID WEST HALF; THENCE SOUTH 89 DEGREES 33 MINUTES 26 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, ALSO BEING THE CENTERLINE OF THEODORE STREET, 361.72 FEET;

THENCE NORTH 00 DEGREES 26 MINUTES 34 SECONDS WEST, 33.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF THEODORE STREET;

THENCE CONTINUING NORTH 00 DEGREES 26 MINUTES 34 SECONDS WEST, 75.54 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 33 MINUTES 26 SECONDS WEST PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER 137.00 FEET

THENCE NORTH 00 DEGREES 26 MINUTES 34 SECONDS WEST 86.00 FEET;THENCE NORTH 89 DEGREES 33 MINUTES 26 SECONDS EAST, 137.00 FEET;THENCE SOUTH 00 DEGREES 26 MINUTES 34 SECONDS EAST 86.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 11,782 SQUARE FEET OR 0.270 ACRES MORE OR LESS.

#### "Exhibit B"

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

IN RE:	)	
The application Ibrahim Altomini owner of	)	No. SU-23-2-5-1
The application Ibrahim Altamini, owner of Home Essentials Furniture	)	NO. 50-25-2-5-1
	)	
For a special use permit.	)	

#### FINDINGS AND DECISION OF THE PLAN COMMISSION AS TO CASE NO. SU-23-2-5-1 THE APPLICATION OF IBRAHIM ALTAMINI, OWNER OF HOME ESSENTIALS FURNITURE. FOR A SPECIAL USE AT 1701 N LARKIN, UNIT 305

THIS APPLICATION, coming before for a decision by the Plan Commission, and the Plan Commission having heard the evidence in support and opposition to the application at a regularly scheduled meeting held on May 11, 2023, being fully advised in the premises, THE COMMISSION DOES MAKE THE FOLLOWING FINDINGS:

A. That the applicant, Ibrahim Altamini, owner of Home Essentials Furniture. is the occupant of the real estate, upon approval of the special use, as described in the application. The property owner has signed off on the application.

B. That the application seeks a B-2 special use for the property described in the application, located at 1701 N Larkin Ave, Unit 305, Crest Hill, Illinois, being part of PIN: 11-04-31-404-012-0000 (the "Property"), as legally described in Exhibit "A";

C. That the Property is currently zoned B-2;

D. That the application seeks approval of a special use to allow the rental of large trucks on the property;

E. That the proposed use is not allowed on the property as currently zoned;

F. That the property described in the application is currently zoned as a commercial use, with commercial uses adjacent thereto;

G. That the application for the special use was properly submitted and notice of the application and the public hearing were properly published;

H. That no interested parties filed their appearances herein;

I. That after the Public Hearing was called to order, the applicant presented evidence and arguments in support of the application, and the public hearing was duly transcribed by a certified shorthand reporter of the State of Illinois;

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

K. That the proposed special use, as considered under section 12.7 of the zoning code, meets the standards for the granting of the special use under section 12.7-6 as the proposed development meets all of the criteria set forth in subsections 10.6 and 12.7-6(1), (2), (3), (4), (5) and (6); the Plan Commission noting that subsection 12.7-6(7) is inapplicable.

THEREFORE, it is the decision of the Plan Commission of the City of Crest Hill, Illinois, based upon the evidence heard by same and arguments and suggestions heard at the Public Hearing, and having duly considered the mandates and standards as set forth in the City of Crest Hill, Illinois zoning ordinance for the granting of special uses, as follows:

- 1. That the application of Home Essentials Furniture to allow a B-2 special use to permit the rental of large trucks in accordance with the reviewed plans at the property located at 1701 N Larkin, Unit 305 in Crest Hill, Illinois, being part of PIN: 11-04-31-404-012-0000 (the "Property"), as legally described in Exhibit "A", in a B-2 zoning district was recommended to be approved and is supported by the evidence adduced;
- 2. The foregoing Findings and Recommendation is subject to the following conditions being placed on the special use permit:
  - a. Prohibition of on-site advertisement of the U-Haul Operation.
  - b. Limitation of the total number of trucks to two (2) on-site at one time.
  - c. All trucks must be parked in the rear of the property, and at no time shall a U-Haul truck associated with the business be located in the front parking lot of the shopping center.
- 3. It is therefore the recommendation of the City of Crest Hill Plan Commission that the application for the special use be granted subject to the enumerated conditions.

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Adopted by the Plan Commission of the City of Crest Hill, Illinois, this 11<sup>th</sup> Day of May 2023 upon the following voice vote:

	Aye	Nay	Absent	Abstain
Commissioner Carol Slabozeski				
Commissioner John Stanton				
Commissioner Ken Carroll				
Commissioner Jan Plettau				
Commissioner Bill Thomas				
Commissioner Jeff Thomas				
Commissioner Angelo Deserio				

Approved:

Bill Thomas, Chairman

Attest:

Christine Vershay-Hall, City Clerk

## City Council Agenda Memo

Crest Hill, IL



Meeting Date:	June 19, 2023
Submitter:	Maura Rigoni, AICP, Interim Planner
Department:	Community & Economic Development
Agenda Item:	Approve a Resolution for Consultant Services Agreement

**Summary:** At the June 12, 2023, City Council Meeting, an engagement letter for a TIF eligibility report/study for the area east of Weber Road, between Division Street to south of Caton Farm Road (Division Street TIF) was presented. The attached resolution would execute the consultant services agreement between the City of Crest Hill and Ryan LLC. To conclude the discussion at the June 12<sup>th</sup> Work Session, the Council affirmatively voted 6-0 to authorize the preparation of the necessary resolution and place this item on a future City Council meeting agenda for final action and resolution approval.

**Recommended Council Action:** If the Mayor and City Council are amenable to the resolution, I would ask that you approve the resolution to engage services of Ryan LLC for the TIF eligibility report/study for the area east of Weber Road, between Division Street to south of Caton Farm Road (Division Street TIF).

Financial Impact: N/A Funding Source: Budgeted Amount: None

Attachments: Resolution

#### RESOLUTION NO.

## A RESOLUTION APPROVING AN ENGAGEMENT LETTER BETWEEN THE CITY OF CREST HILL, WILL COUNTY, ILLINOIS, AND RYAN LLC FOR FINANCIAL CONSULTING SERVICES RELATED TO THE DIVISION STREET TAX INCREMENT FINANCING DISTRICT

**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**, Ryan LLC (the "Company"), is consulting firm that is in the business of providing financial consulting services (the "Services"); and

**WHEREAS**, the City Council desires to engage the Company to provide certain Services and as proposed by the Company, which is ready, willing, and able to perform the Services for the City; and

**WHEREAS**, the Company has submitted to the City and Engagement Letter outlining the proposed scope of services to be provided along with the professional fees for said services, and which Engagement Letter-Division Street TIF (the "Agreement") is attached hereto as <u>Exhibit A</u> and fully incorporated herein); and

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

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

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

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

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

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

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

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

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

[Intentionally Blank]

## PASSED THIS 19th DAY OF June, 2023.

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

Christine Vershay-Hall, City Clerk

APPROVED THIS 19th DAY OF June, 2023.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

Item 9.

# **EXHIBIT A**

Ryan)

311 South Wacker Drive Suite 4800 Chicago, Illinois 60606 Main 312.980.1122 Fax 312.980.1132 www.ryan.com

April 14, 2023

Honorable Ray Soliman Mayor City of Crest Hill 1610 Plainfield Road Crest Hill, Illinois 60403

## **RE:** City of Crest Hill Engagement Letter - Division Street TIF

Dear Mayor Soliman:

Thank you for your interest in our financial consulting services. Pursuant to our discussions, Ryan LLC ("Consultant") will provide services to the City of Crest Hill ("City") for economic development services based on the scope of services below.

### **SCOPE OF SERVICES:**

Ryan will assist the City with services for qualification and adoption of TIF designation for the area south of Division Street and east of Weber Road (the "Study Area").

A. Preparation of TIF Eligibility Report

Consultant will assist City staff with determining and confirming likely boundaries for the proposed TIF redevelopment project area based upon site visits, historic assessed value analysis, and results of any analyses presently or previously undertaken by the City. City staff may be asked to provide assistance relating to provision of information and documentation such as GIS maps, land use surveys, City planning documents, and sources of information relating to occupancies, utility service, etc.

- Consultant will investigate "priority areas" as identified by City staff for potential inclusion in a TIF redevelopment project area based upon the analyses described in Item 1) above and identify prospective development and redevelopment opportunities currently evident and ways to create opportunities where none may be apparent.
- 2) Review with City staff the preliminary boundaries for the area, as well as initial redevelopment goals and objectives specific to the proposed redevelopment area.
- 3) Review the characteristics of the proposed TIF site(s) and adjacent properties in order to recommend precise proposed boundaries for a TIF, and to assess applicable TIF potential qualification factors (strengths and weaknesses) of any identified area

in accordance with the provisions of Illinois law. Consultant's review will include site surveys, review of the City's past plans and policy materials, discussions with City officials and staff, and County data pertaining to equalized assessed valuation, tax rate, and tax collection trends

- 4) Prepare TIF Qualification Report for the proposed TIF area based upon the presence of eligibility factors and documentation required under Illinois law. Consultant will be available to discuss the findings with City staff and officials prior to completing the analysis. Also provide advice with respect to potential changes in the City's comprehensive plan and zoning map to ensure consistencies with land uses proposed for the redevelopment districts.
- B. <u>Preparation of TIF Redevelopment Plan</u>
  - 1) Review with City boundaries for the plan as well as redevelopment goals and objectives.
  - 2) Prepare a draft TIF Redevelopment Plan for the area based upon the requirements of the TIF Act and the City's goals and objectives. Consultant will be available to discuss the findings with the City in meetings prior to completing the report.
  - Assist City to refine and document certain required parts of the TIF Redevelopment Plan such as the budget and projected Equalized Assessed Valuation pursuant to Illinois law requirements.
  - 4) In the event that other local financing programs or economic development alternatives may be applicable, Consultant would identify these programs and their conditions for use by the City.
- C. Provide TIF Increment and Cost Projections
  - 1) Assist City staff to prepare the preliminary feasibility analysis of potential redevelopment projects incremental revenue (gross and net) and/or costs to summarize the potential funding advantages/disadvantages of various strategies.
  - 2) Identify for the City principal strategies for incentives and potential funding mechanisms based upon the potential redevelopment projects' ability to generate property, and/or other incremental taxes to cover anticipated costs and/or debt service requirements.
  - 3) Review with the City staff pros and cons of funding solely public improvements or considering extraordinary cost and gap financing utilization of TIF funding.
- D. Finalize Redevelopment Plan

- 1) In conjunction with City staff, finalize TIF and boundaries for the proposed TIF area, and assist in the process of preparation of legal descriptions which identify the boundaries for each of the redevelopment areas.
- 4) Subsequent to the review of the draft redevelopment plan by the City Council, City staff, and other taxing districts (if applicable), revise the redevelopment plan sections in order to add relevant comments and/or corrections.
- E. Prepare Public Hearing Notices
  - 1) Assist City staff to prepare the public hearing resolution and the TIF public notices.
  - 2) Prepare mailings for affected taxing districts and distribute notices to the taxing districts and the Illinois Department of Commerce and Economic Opportunity.
- F. Coordinate Joint Review Board (JRB) Process
  - 1) Provide agenda items, draft TIF ordinances, and other materials as required by the TIF Act.
  - 2) Attend JRB meetings as necessary and appropriate.
  - 3) Assist City staff to respond to JRB requests.
  - 4) Assist City Counsel to prepare JRB resolutions relating to findings.

## G. Preparation of Notices

- 1) Identify taxpayers located within the TIF district and obtain mailing information from the County.
- 2) Prepare mailings for taxpayers including review of delinquent taxpayers.
- 3) Manage the mailings to residents within 750 feet of the TIF District boundaries.
- 4) Assist City staff in coordinating publication of legal notices in local newspapers.
- H. Attend Public Hearings and Required Meetings
  - 1) Assist the City by participating in the required public hearing, and meetings with all interested and affected parties, including property owners.
  - 2) Work with the City staff to meet all the requirements of Illinois law.

Honorable Ray Soliman City of Crest Hill April 14, 2023 Page 4

#### **RESPONSIBILITIES**

All services will be conducted under the supervision of Mr. Joe Stachnik, Principal. Mr. Philip R. McKenna will be the Project Leader for this engagement and will be responsible for staffing, project coordination, technical direction, and related issues.

#### FEES FOR SERVICES

Fees will be charged monthly at an hourly rate of \$290. Ryan's hourly rate fees will increase annually.

We estimate that the costs for the services to be approximately \$45,000 to \$55,000.

The above assumes that no Housing Impact Study is required for the proposed TIF District. If such a Study is needed, this contract would need to be amended.

Out of pocket expenses <u>are not included</u> in the hourly billing fees such as: Certified and other mailing costs, legal description, and newspaper notice/publication costs. Out of pocket expenses are to be paid by the City.

All invoices are due and payable in full within thirty (30) days. The City agrees to pay interest of one and one-half percent  $(1\frac{1}{2}\%)$  per month on any past due fees. The City further agrees to pay all costs of collection, including, but not limited to, any collection agency or attorneys' fees incurred by Ryan in connection with fees more than sixty (60) days past due. Ryan's preferred method of payment is via electronic funds transfers ("EFT"), and EFT instructions will be provided to the City on each invoice. In the event the City is unable to remit payment via EFT, Ryan will accept checks, credit cards, or purchasing cards; however, if payment is made using a credit card or purchasing card, the City authorizes Ryan to add a processing fee to the payment. Such processing fee is currently three percent (3%) of the payment amount and is subject to change upon thirty (30) days prior notice. Out-of-pocket expenses are not inclusive of hourly rates.

#### **NOTICE**

Any notice to be given under this Agreement shall be given in writing and may be made by personal delivery or hand delivery by courier, by overnight reputable national courier, or by placing such in the United States certified mail, return receipt requested. Notices to the City should be sent to the address indicated on the first page of this Agreement and notices to Ryan should be addressed as follows:

Ryan, LLC Three Galleria Tower 13155 Noel Road Suite 100 Dallas, Texas 75240 Attn: Chairman and CEO

With a copy to: Attn: General Counsel

## **INTEGRITY AND CONFIDENTIALITY**

We guarantee that all matters associated with the professional services we render will be directed with the highest degree of professional integrity. Accordingly, all information that the City makes available to Ryan shall be considered confidential, proprietary information, and Ryan shall not disclose such information to any third party except as required in fulfilling duties described by this Agreement or to comply with an official order of a court of law.

Additionally, the City agrees that Ryan's work product, including specific engagement procedures and techniques, constitutes proprietary and exclusive information, and the City further agrees not to disclose such information to any third party without obtaining prior written approval from Ryan. Additionally, Ryan's tax saving strategies constitute proprietary and exclusive information; provided, however, that notwithstanding the foregoing, Ryan does not limit the City's disclosure of the tax treatment or the tax structures of the transactions. This Agreement does not include information independently developed by the City, information previously known to the City, or information rightfully received by the City from a third party without confidential limitations.

## LAW GOVERNING AGREEMENT

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Exclusive venue for any dispute with respect to this Agreement shall reside in a court of competent jurisdiction in Chicago, Cook County, Illinois.

## **ACKNOWLEDGMENT**

Thank you for the opportunity to assist you with this project. If the above terms and conditions meet with your approval, please sign, and return the enclosed copy of this Agreement at your convenience. Upon acceptance, we will contact you to arrange a mutually acceptable time to begin

Honorable Ray Soliman City of Crest Hill April 14, 2023 Page 6

our review. If you have any questions, or if you would like to discuss this Agreement further, please contact Mr. Joseph Stachnik at 312.980.1122.

RYAN, LLC:

By: Joseph Sta Fachil

Name: Joseph Stachnik

CITY OF CREST HILL:

By: \_\_\_\_\_

Name: Ray Soliman

Title: Principal

Title: Mayor

Date: April 14, 2023

Date: \_\_\_\_\_

## **City Council Agenda Memo**

Crest Hill, IL



Meeting Date:	June 19, 2023
Submitter:	Maura Rigoni, AICP, Interim Planner
Department:	Community & Economic Development
Agenda Item:	Approve an Ordinance Correcting a Scrivener's Error In The Legal Description -Weber Road TIF

**Summary:** It has come to our attention that there is an error in the legal description of the Weber Road TIF, which was adopted by the City on April 3 of 2023. The attached ordinance would execute the correction of the legal description to the documents collectively referred to as the "Weber Division TIF Ordinances", these documents are as follows:

- 1. Ordinance No. 1946 an Ordinance Approving a Tax Increment Redevelopment Plan and Redevelopment Project for the Weber Division Redevelopment Project Area;
- Ordinance No. 1947 an Ordinance Designating the Weber Division Redevelopment Project Area of Said City a Redevelopment Project Pursuant to the Tax Increment Allocation Redevelopment Act; and
- 3. Ordinance No. 1948 an Ordinance Adopting Tax Increment Allocation Financing for the Weber Division TIF District

**Recommended Council Action:** If the Mayor and City Council are amenable to the ordinance, I would ask that you approve the ordinance correcting a scrivener's error in the legal description - Weber Road TIF.

Financial Impact: N/A Funding Source: N/A Budgeted Amount: N/A

Attachments: Ordinance

#### ORDINANCE NO.

## AN ORDINANCE CORRECTING A SCRIVENER'S ERROR IN THE LEGAL DESCRIPTION IN EXHIBITS TO ORDINANCES NOS. 1946, 1947, AND 1948

WHEREAS, on the 3<sup>rd</sup> day of April, 2023, the City of Crest Hill adopted the following ordinances: (1) Ordinance No. 1946 an Ordinance Approving a Tax Increment Redevelopment Plan and Redevelopment Project for the Weber Division Redevelopment Project Area; (2) Ordinance No. 1947 an Ordinance Designating the Weber Division Redevelopment Project Area of Said City a Redevelopment Project Pursuant to the Tax Increment Allocation Redevelopment Act; and (3) Ordinance No. 1948 an Ordinance Adopting Tax Increment Allocation Financing for the Weber Division TIF District (collectively hereafter referred to as the "Weber Division TIF Ordinances"; and

**WHEREAS,** the Weber Division TIF Ordinances contained a Scrivener's Error in the Legal Description attached as an Exhibit to each ordinance; and

**WHEREAS,** it is in the best interest of the City to accurately reflect the intention of the Mayor and City Council by correcting the Scrivener's Error; and

WHEREAS, the Scrivener's Error affidavit of Randall Gann is attached hereto as Exhibit B.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and City Council of the City of Crest Hill, Will County, Illinois, in the exercise of its statutory, constitutional and other powers, as follows:

#### Section 1: Legal Description Correction Adopted

The Legal Description attached hereto as Exhibit A is found and determined to be the correct legal description which should have been attached to the Weber Division TIF Ordinances. The City Clerk is hereby authorized and directed to substitute the corrected Legal Description as Exhibit A to Ordinances Nos. 1946, 1947, and 1948 for the incorrect Legal Description previously attached as Exhibit A to each of the Ordinances. The corrected Legal Description shall become a part of such Ordinances as if it had originally been included as the Exhibit.

#### Section 2. Severability

If any section, paragraph, clause or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

## Section 3. Repealer

All ordinances, resolutions, orders or parts thereof, which conflict with the provisions of this Ordinance, is to the extent of such conflict, hereby repealed.

## Section 4. Effective Date

This Ordinance shall be in full force and effect after its passage, approval, and publication in pamphlet form.

## [Left Intentionally Blank]

## PASSED THIS 19th DAY OF JUNE, 2023.

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

Christine Vershay-Hall, City Clerk

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_, 2023.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

## LIST OF EXHIBITS

Exhibit A	Corrected Legal	Description
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Exhibit B Scrivener's Error Affidavit

#### **EXHIBIT A**

22-R0442

### CITY OF CREST HILL TIF DISTRICT LEGAL DESCRIPTION

THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 19, THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 20, AND THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 30, ALL IN TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 19;

THENCE EAST ALONG THE NORTH LINE OF SAID EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 19, TO THE WEST LINE OF THE EAST 165 FEET (10 RODS) OF SAID EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 19;

THENCE SOUTH ALONG SAID WEST LINE, TO THE NORTH LINE OF LOT 1 IN WEBER TERRACE SUBDIVISION IN SAID SOUTHEAST QUARTER OF SECTION 19, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. R67-003059;

THENCE EAST ALONG SAID NORTH LINE AND THE EASTERLY PROLONGATION THEREOF, TO THE EAST LINE OF WEBER ROAD PER DEED TO THE COUNTY OF WILL, STATE OF ILLINOIS FOR THE USE OF THE DEPARTMENT OF HIGHWAYS RECORDED AS DOCUMENT NO. R79-025591;

THENCE SOUTH ALONG SAID EAST LINE, TO THE NORTH LINE OF MASSEY ESTATES SUBDIVISION UNIT THREE, A SUBDIVISION IN SAID SOUTHWEST QUARTER OF SECTION 20, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. R75-023103;

THENCE SOUTH ALONG THE EAST LINE OF WEBER ROAD AS DEDICATED IN SAID MASSEY ESTATES SUBDIVISION UNIT THREE, TO THE NORTH LINE OF UNIT NO. 1 OF MASSEY ESTATES SUBDIVISION IN SAID SOUTHWEST QUARTER OF SECTION 20, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. R73-026685;

THENCE SOUTH ALONG THE EAST LINE WEBER ROAD AS DEDICATED PER SAID UNIT NO. 1 OF MASSEY ESTATES SUBDIVISION, TO THE NORTH LINE OF LONGMEADOW DRIVE AS DEDICATED IN CROSSROADS OF CREST HILL EAST, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SAID SECTION 20, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. R2005-026289; THENCE EAST ALONG SAID NORTH LINE, TO THE NORTHERLY PROLONGATION OF THE EAST LINE OF WEBER ROAD AS DEDICATED IN SAID CROSSROADS OF CREST HILL EAST;

THENCE SOUTH ALONG SAID NORTHERLY PROLONGATION OF AND THE EAST LINE OF WEBER ROAD, TO THE SOUTH LINE OF SAID WEBER ROAD AS DEDICATED PER SAID CROSSROADS OF CREST HILL EAST;

THENCE WEST ALONG SAID SOUTH LINE, TO THE EAST LINE OF WEBER ROAD PER DEED TO THE PEOPLE OF THE STATE OF ILLINOIS, COUNTY OF WILL, DEPARTMENT OF HIGHWAYS RECORDED AS DOCUMENT NO. R95-011154;

THENCE SOUTH ALONG SAID EAST LINE AND THE SOUTHERLY PROLONGATION THEREOF, TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 20;

THENCE WEST ALONG SAID SOUTH LINE, TO THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 30;

THENCE SOUTH ALONG SAID EAST LINE, TO THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF DIVISION STREET PER DEED TO THE PEOPLE OF THE STATE OF ILLINOIS, COUNTY OF WILL, DEPARTMENT OF HIGHWAYS RECORDED AS DOCUMENT NO. R94-113214;

THENCE WEST ALONG SAID SOUTHERLY LINE OF DIVISION STREET, TO THE WEST LINE OF DIVISION STREET PER SAID DEED DOCUMENT NO. R94-113214;

THENCE NORTH ALONG SAID WEST LINE, TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 19;

THENCE WEST ALONG SAID SOUTH LINE, TO THE WEST LINE OF SAID EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 19;

THENCE NORTH ALONG SAID WEST LINE OF SAID EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 19, TO THE POINT OF BEGINNING;

IN WILL COUNTY, ILLINOIS.

## Exhibit B Certificate of Correction

State of Illinois

) ) SS

)

County of Cook

I, Randell E. Gann, a Professional Illinois Land Surveyor, do hereby state that I am the same person who prepared the legal description contained in Document Number \_\_\_\_\_\_

recorded \_\_\_\_

in Will County, Illinois, and I further certify that the legal description, as prepared, reads as follows:

"...THENCE SOUTH ALONG SAID NORTHERLY PROLONGATION OF AND THE EAST LINE OF WEBER ROAD, TO THE SOUTH LINE OF SAID WEBER ROAD AS DEDICATED PER SAID CROSSROADS OF CREST HILL EAST;

THENCE WEST ALONG SAID SOUTH LINE, TO THE EAST LINE OF WEBER ROAD PER DEED TO THE PEOPLE OF THE STATE OF ILLINOIS, COUNTY OF WILL, **<u>DEPARMENT</u>** OF HIGHWAYS RECORDED AS DOCUMENT NO. R95-011154;

THENCE SOUTH ALONG SAID <u>WEST</u> LINE AND THE SOUTHERLY PROLONGATION THEREOF, TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 20;

THENCE WEST ALONG SAID SOUTH LINE, TO THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 30;..."

and is hereby corrected to read as follows:

"...THENCE SOUTH ALONG SAID NORTHERLY PROLONGATION OF AND THE EAST LINE OF WEBER ROAD, TO THE SOUTH LINE OF SAID WEBER ROAD AS DEDICATED PER SAID CROSSROADS OF CREST HILL EAST;

THENCE WEST ALONG SAID SOUTH LINE, TO THE EAST LINE OF WEBER ROAD PER DEED TO THE PEOPLE OF THE STATE OF ILLINOIS, COUNTY OF WILL, **DEPARTMENT** OF HIGHWAYS RECORDED AS DOCUMENT NO. R95-011154;

THENCE SOUTH ALONG SAID <u>EAST</u> LINE AND THE SOUTHERLY PROLONGATION THEREOF, TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 20;

## Exhibit B Certificate of Correction

## THENCE WEST ALONG SAID SOUTH LINE, TO THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 30;..."

Dated at South Holland, Illinois, this 15th day of June, 2023.

Professional Illinois Land Surveyor #035-003241 Expires November 30, 2024



## Agenda Memo



Crest Hill, IL

Meeting Date:06/19/23Submitter:Don SeemanDepartment:Building DepartmentAgenda Item:Security and safety change orders

### **Summary:**

Costs for installation of ten wi-fi locks, 13 window lite kits in office doors, Executive Conference room sound insulation.

### **Recommended Council Action:**

Prepare for vote to approve change orders at Council meeting to facilitate installation of items as soon as possible.

### **Financial Impact:**

Funding Source: General Fund balance

## **Budgeted Amount:** \$0

Cost: \$16,305.00 for doors, \$1,640.00 for Executive Conference room sound insulation

### **Attachments:**

Proposals for the above items.

## **Cosgrove Construction Inc**

20654 Amherst Court • Joliet, IL • 60433 • (815) 774-0036 • Fax (815) 774-9860

## Proposal

Date: June 5 2023

City of Crest Hill Submitted To: Attn: Don

Job Name: **Added Scopes** 

## DESCRIPTION

Cosgrove Construction, Inc. proposes labor and materials for the following:

\$2,500
\$2,375
\$6,400

sulation Chamber Conf. room	
Cover furniture with plastic	
• Remove ceiling tiles, add sound batts, reinstall tiles	\$1,640

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance. Cosgrove Construction Inc. employees are fully covered by Workmen's compensation Insurance.

Authorized Signature:

Note: This Proposal may be withdrawn by us if not accepted within 45 days.

Tim Cosgrove, Cosgrove Construction Inc.

Acceptance of Proposal – The above prices, Specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: Signature:

20516 Caton Farm Road Lockport, IL 60441 Office (630) 434-9600 Fax (630) 434-9767 www.lvsolutions.com

Proposal# 61-19131 PR#01



Date: May 26, 2023

Project: City of Crest Hill Wireless Locks

#### Submitted By: Bob Rodriguez

We are pleased to submit the following proposal on the above referenced project.

Low Voltage Solutions will install and commission the following:

- 10 Install and commission wireless Assa Abloy locks (provided by customer)
- 10 Options Assa Abloy wireless lock licenses
- Lot programming, commissioning and testing

Total Investment

#### \$5,030.00

#### Notes

- \* Price includes proposed cabling, termination's and testing as required.
- \* Price does not include conduit, sleeves, coring, boxes or raceway
- \* Price does not include any electrical work or 120VAC Circuits
- \* Price does not include any bonding costs.
- \* Price is based on working normal business hour M-F
- \* All base building POE network switches, network installation and configuration by customer.
- \* All parts and material and labor provided in this proposal will be covered by a one year warranty. The warranty date will begin upon substantial completion.
- \* Any additional work not included in this proposal will be proposed at a later date, Work to commence after approval.

Labor & Material is guaranteed to be as specified, and the above work to be performed and completed in a professional workman like manner. If required, permits and fees will be at additional costs. Low Voltage Solutions. Inc. (LVS) assumes that all work can be done on regular time 7:00 am to 3:30 pm, unless otherwise stated. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner will carry fire, tornado, and other necessary insurance. LVS carries general liability and Workmen's Compensation Insurance

FINANCING AVAILABLE: LVS can provide a variety of financing structures for payment of invoices. Upon written agreement between LVS and Customer, monthly or quarterly payments, deferred payments or step payments can be available through agreed financing terms. Hardware, software and other LVS services are available to bundle with agreed written financing terms.

PAYMENT TERMS: Payment must be made 30-days upon receipt of invoice for all direct end-user accounts or 1.5% Finance Charge will be applied daily until payment is received





## Agenda Memo





Meeting Date:	06-19-2023
Submitter:	Police Chief Edward Clark
Department:	Police Department
Agenda Item:	Retirement of Police Canine and new police dog acquisition

**Summary:** Officer John McHale resigned from the Crest Hill Police Department on May 29, 2023. He was our canine handler. The Police Department was initially intent on retrieving Simo, providing training to transfer him to a new handler, with city council approval. I was contacted by Will County States Attorney Jim Glasgow who was aware of Officer McHale's departure. He provided me with an alternative. Glasgow informed me that he would purchase a new dog for our department and provide all the training needed to certify the dog for policework. This dog would be a single purpose dog, just as Simo was (Drug detection, article search, tracking). I also would obtain a German Shorthair Pointer.

I believe this is the best course of action. The Canine program has been very successful as a public relations tool and in the field, assisting Law Enforcement.

Simo is now 7 years old. He has had surgery for gastric torsion and issues with tearing a dew claw. He is currently operational and effective; however, no one knows for exactly how long. He was obtained from the Berwyn Police Department, and this would be his third handler if we kept him. Obtaining a new dog will help the new handler and our agency start fresh with a new canine.

We discussed this issue at the June12, 2023 work session. I recommend retiring Simo from duty and acquiring a new canine for our department.

Thank you for your support of the Police Department.

**Recommended Council Action:** Approval of retirement of Police Canine Simo and the acquisition of a new police dog.

## **Financial Impact: \$0**

Funding Source: General Fund Budgeted Amount: \$11,600.00 Cost: \$0

Attachments: Sale receipt, ordinance to surplus city owned property.

#### ORDINANCE NO.

### AN ORDINANCE AUTHORIZING THE DISPOSAL OF SURPLUS PERSONAL PROPERTY OWNED BY THE CITY OF CREST HILL, WILL COUNTY, ILLINOIS

**WHEREAS,** the City of Crest Hill is retiring the Police Canine Simo, a seven year old German Shorthair Pointer; and

**WHEREAS**, Simo's current handler, John McHale requests that the dog be transfered over to him at a sale of one dollar; and

WHEREAS the City of Crest Hill is set to acquire a new Police Canine dog; and

WHEREAS, Canine Simo is to be declared as surplus property; and

WHEREAS, as a result of the purchase of certain new personal property, namely a new Police Canine; City Staff has determined that certain personal property, specifically the surplus property and equipment, as identified in Exhibit "A", which is attached hereto and incorporated herein, is no longer necessary or useful to the City, and that it is no longer in the City's best interest to retain, and that the City would be best served by its transfer and sale; and

**WHEREAS**, Pursuant to Section 11-76-4 of the Illinois Municipal Code (65 ILCS 5/11-76-4 the Corporate Authorities of the City are authorized to sell the specified personal property under these circumstances; and

**WHEREAS**, a majority of the Corporate Authorities presently holding office have agreed with the determination that the specified personal property in Exhibit "A" is no longer necessary or useful to the City and that the City's best interests would be served by disposal of said property at sale/auction as set forth in this Ordinance.

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

**SECTION 1: PREAMBLE**. The preamble of this Ordinance is declared to be true and correct and is incorporated by reference as if fully set forth in this Section 1.

**SECTION 2: THE SUBJECT PERSONAL PROPERTY.** The subject personal property identified in Exhibit "A" is wholly owned by the City of Crest Hill and is located at the current City Hall.

**SECTION 4: DECISION TO TRANSFER AND SELL CANINE SIMO.** The Corporate Authorities of the City hereby declare that the personal property described in Exhibit "A" is

no longer necessary or useful to, or for the City's best interest, and that the Corporate Authorities hereby declare their intent to offer the subject personal property for sale and transfer ownership to John McHale, a former Crest Hill Police Officer.

**SECTION 5: SEVERABILITY**. If any section, paragraph, clause or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provision of this Ordinance.

**SECTION 6: REPEALER**. All ordinances, resolutions or orders, or parts thereof, which conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

**SECTION 7: EFFECTIVE DATE**. This Ordinance shall be in full force and effect immediately upon its passage and publication according to law.

PASSED THIS DAY OF	,2	2021.		
Alderman John Vershay	Aye	Nay	Absent	Abstain
Alderman Scott Dyke				
Alderwoman Claudia Gazal				. <u></u>
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 \_\_\_\_\_\_ DAY OF \_\_\_\_\_\_, 2021.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

## **EXHIBIT A**

Police Canine Dog Simo, a seven-year-old German Shorthair Pointer.



CREST HILL POLICE DEPARTMENT

Item 12.

20590 City Center Blvd Crest Hill, IL 60403

815-741-5115 cityofcresthill.com

06-20-2023

Receipt of purchase

In consideration of payment of one dollar, in hand, to the City of Crest Hill, the undersigned, John McHale, hereby acknowledges receipt of and hereby takes full possession and all future responsibility for a certain canine, Simo, formerly a K-9 Police Dog owned by the City of Crest Hill Police Department. I also acknowledge that the City of Crest Hill will have no further financial or other obligation with respect to the maintenance and care of Simo.

John McHale



CREST HILL POLICE DEPARTMENT

20590 City Center Blvd Crest Hill, IL 60403

815-741-5115 cityofcresthill.com

Edward Clark

## Agenda Memo





Meeting Date:	06-19-2023
Submitter:	Police Chief Edward Clark
Department:	Police Department
Agenda Item:	Approval of Police Records Supervisor Salary

**Summary:** With the retirement of Records Supervisor Timi Tucker, the Police Department and Employee Relation's Manager Lindsay Cabay conducted a search and interview process for her replacement. I bring before you Lisa Kikkert, who is coming to us from the Will County Sheriff's Office. Lisa has approximately 13 years of experience with the Will County Sheriff's Office, with five years as a records supervisor. Lisa resides in Joliet and is eager to get started.

I request Lisa Kikkert to begin her career with the Crest Hill Police Department at a salary of \$70,000.00 per year.

Recommended Council Action: Approval of Police Records Supervisor Salary

Financial Impact: \$70,000.00 Funding Source: General Fund Budgeted Amount: \$78,365.00 Cost: \$70,000.00

**Attachments:** 

## Agenda Memo





Meeting Date: June 12, 2023

Submitter: Mayor Raymond R. Soliman

**Department:** Mayor's Office

Agenda Item: Three Day Liquor License Waiver

## **Summary:**

Ms. Christina Hayden and Dan Brandolino representing the American Italian Cultural Society are respectfully requesting a waiver of the permit fee for a three-day liquor license for Friday, August 11, 2023, Saturday, August 12, 2023 and Sunday, August 13, 2023 for the annual Festa Italiana Picnic.

Additionally, Ms. Hayden is respectfully requesting a waiver for all permit fees associated with signage for the Festa Italiana Picnic held on the same weekend. Your consideration in this matter would be greatly appreciated.

**Recommended Council Action:** 

Financial Impact: Funding Source: Budgeted Amount: Cost:

## Attachments:

# Agenda Memo





Meeting Date: June 19, 2023

Submitter: Mayor Raymond R. Soliman

**Department:** Mayor's Office

Agenda Item: | Festa Italian Parade

#### **Summary:**

Ms. Christina Hayden and Dan Brandolino respectfully request approval for the use of our Police Officers and for the road closure for the annual Festa Italiana Parade to be held on Sunday, August 13, 2023 at 12:00 noon. Your consideration in this matter would be greatly appreciated.

Recommended Council Action: Approval

**Financial Impact:** 

**Funding Source:** 

**Budgeted Amount:** 

Cost:

**Attachments:** 

# Agenda Memo





Meeting Date:	
	Mayor Raymond R. Soliman
	Mayor's Office
Agenda Item:	Resolution Honoring Merichka's Restaurant

#### **Summary:**

We will be recognizing and honoring Merichka's Restaurant with a Resolution on their 90<sup>th</sup> Anniversary of business at the June 19<sup>th</sup> city council meeting.

# **Recommended Council Action:** Approval

Financial Impact: Funding Source: Budgeted Amount: Cost:

**Attachments:** 

**RESOLUTION # 1176** 

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WHEREAS, Mary Zdralevich and her son, Joseph, opened Merichka's Restaurant on April 18, 1933, at 604 Theodore Street, in the future City of Crest Hill, Merichka is the Slovenian translation for Mary, and over the next 25 years, the business began to grow in popularity and several additions and improvements to the building were completed by Joseph Zdralevich; and

WHEREAS, in 1959, long time, loyal employee Rose "Rosie" Kolenc introduced and created the world famous Poorboy Garlic Butterine Sandwich; and

WHEREAS, in 1989, the third generation of the Zdralevich family consisting of Mary Kay, George, and Joe, Jr., took ownership of the restaurant and continued the tradition; and

WHEREAS, in addition to selling an average of 2000 Poorboys a week, the restaurant is also known for their hand cut steaks, home-made soups, Yodel Burgers, double baked potatoes, onion rings, and home-made salad dressing, along with varieties of chicken, fish and other sandwiches with a seating capacity for approximately three hundred customers; and

WHEREAS, Merichka's Restaurant has operated a successful and profitable business for 90 years in the City of Crest Hill, is the oldest restaurant in Will County, has employed thousands of Crest Hill residents over the years, and has been supportive of community needs and events, thus making the City of Crest Hill a better place to live and improving the quality of life for all Crest Hill residents; and

WHEREAS, the Zdralevich family is now on the fifth generation of business and is owned by Mary Kay George, with Joe Zdralevich III and Ryan George as managing partners; and

WHEREAS, generations of families have and continue to enjoy the food and nostalgia of Merichka's Restaurant and continue to support the restaurant with their loyalty into the next generations and as a gathering place has formed many new friendships filled with lifelong memories.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Crest Hill, Will County, Illinois as follows:

Section 1: The Mayor and the City Council of the City of Crest Hill offer their congratulations and gratitude to the Zdralevich family and Merichka's Restaurant on their 90<sup>th</sup> Anniversary of operation.

Section 2: The Mayor and City Council of the City of Crest Hill extend their best wishes to the Zdralevich family and to Merichka's Restaurant for a productive and successful future.

**Section 3:** The Crest Hill City Clerk is directed to forward a copy of this Resolution to the Zdralevich family and Merichka's Restaurant and make the original of this Resolution available to members of the general public during normal business hours at the City of Crest Hill City Clerk's Office.

**RESOLVED THIS 19th DAY OF JUNE, 2023.** 

Christine Vershay-Hall, City Clerk

APPROVED THIS 19th DAY OF JUNE, 2023.

Raymond R A

Raymond R. Soliman, Mayor

# Agenda Memo





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Meeting Date:	June 19, 2023
Submitter:	Christine Vershay-Hall
Department: Agenda Item:	City Clerk Approve an Ordinance Authorizing the Donation or Disposal of Surplus Personal Property Owned by the City of Crest Hill, Will County, Illinois to the Illinois Rock & Roll Museum on Route 66

**Summary:** Ron Romero, the Executive Director and Founder of the Illinois Rock & Roll Museum on Route 66 is requesting consideration from the Council to donate previously used cable gear to the IL Rock & Roll Museum on Route 66. This old technology will be repurposed to teach students. The museum works with two local colleges (Joliet Junior College & University of Saint Francis) by offering a learning experience for interns and by connecting their students with two of the States best digital music, radio & video production courses. Items for donation include: 4 video cameras, road case with switcher and related roles of cable for cameras to road case and camera stand.

**Recommended Council Action:** Approve an Ordinance Authorizing the Donation or Disposal of Surplus Personal Property Owned by the City of Crest Hill, Will County, Illinois to the Illinois Rock & Roll Museum on Route 66

Financial Impact: Funding Source: Budgeted Amount: Cost:

**Attachments:** 

Ordinance and Request of Donation letter

# ORDINANCE NO. \_\_\_\_\_

# AN ORDINANCE AUTHORIZING THE DONATION OR DISPOSAL OF SURPLUS PERSONAL PROPERTY OWNED BY THE CITY OF CREST HILL, WILL COUNTY, ILLINOIS TO THE ILLINOIS ROCK & ROLL MUSEUM ON ROUTE 66

**WHEREAS,** in the opinion of the corporate authorities of the City of Crest Hill, it is no longer necessary or useful to or in the best interest of the City to retain certain property.

**WHEREAS,** pursuant to Section 11-76-4 of the Illinois Municipal Code, 65 ILCS 5/11-76-4, the Mayor and City Council may authorize the disposal of surplus property; and

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Crest Hill, Illinois, as follows that it is no longer necessary or useful, or in the best interests of the City, to retain items listed on Exhibit A attached to this ordinance, currently owned by the City and will be served by its donation at no cost to the Illinois Rock & Roll Museum on Route 66 (501c3 non-profit organization))

**SECTION 1: PREAMBLE.** The preamble of this Ordinance is declared to be true and correct and is incorporated by reference as if fully set forth in this Section 1.

**SECTION 2: THE SUBJECT PERSONAL PROPERTY:** The subject personal property identified in Exhibit "A" is wholly owned by the City of Crest Hill

**SECTION 3: DECISIONS TO DONATE.** The Corporate Authorities of the City hereby declare that the personal property described in Exhibit "A" is no longer necessary or useful to, or for the City's best interest, and that the Corporate Authorities hereby declare their intent to offer the subject personal property for donation at no cost to the Illinois Rock & Roll Museum on Route 66.

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

# PASSED THIS 19<sup>TH</sup> DAY OF JUNE, 2023

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

Christine Vershay-Hall, City Clerk

APPROVED THIS 19<sup>th</sup> DAY OF JUNE 2023.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

# **EXHIBIT A**

- 4 VIDEO CAMERAS
- ROAD CASE WITH SWITCHER & RELATED ROLES OF CABLE FOR CAMERAS TO ROAD CASE & CAMERA STAND

# Release and Waiver of Liability for Donated Equipment forOrdinance #AN ORDINANCE AUTHORIZING THEDONATION OR DISPOSAL OF SURPLUS PERSONAL PROPERTYOWNED BY THE CITY OF CREST HILL, WILL COUNTY, ILLINOIS

City of Crest Hill will donate to the Illinois Rock & Roll Museum on Route 66 (501c3 non-profit organization) the following surplus equipment and/or property; 4 video cameras, and road case with switcher & related roles of cable for cameras to road case & camera stand, subject under the following conditions:

The equipment is being donated to the Illinois Rock & Roll Museum on Route 66 with no representations or warranties upon the express understanding that the City of Crest Hill assumes no responsibility whatsoever for the condition, use, operation or performances of the donated equipment. The Illinois Rock & Roll Museum on Route 66 accepts the donated equipment "as is".

In signing this release, the Illinois Rock & Roll Museum on Route 66 acknowledges and represents the Illinois Rock & Roll Museum on Route 66 has read the Release and Waiver of Liability and understands it and signs it voluntarily. The Illinois Rock & Roll Museum on Route 66 acknowledges that the signatory below is authorized to sign this Release and Waiver of Liability.

Signature

Date

Printed Name

Item 18.



Illinois Rock & Roll Museum on Route 66 P.O. Box 1251 Joliet, IL 60432 Tel: 815-927-1540 Email: Hello@RoadtoRock.org

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

Dear City Council,

I am writing to you to request your consideration of donating gear that has been taken out of service in the cable room.

Now, with the new cable room up and running there is some legacy gear left behind. This includes older technology like video cameras that require videotape to record, the road case loaded with live switching gear, and related cables and stands, (4 video cameras, road case with switcher and related roles of cable for cameras to road case and camera stands).

This gear will no longer be used and has not been used in a few years. The old technology would be repurposed in the Illinois Rock & Roll Museum's Educational Center located in the lower level of the Museum Building. Where we will be teaching students of all ages.

The Museum also works with two local colleges by offering a learning experience for interns and by connecting our students with two of the states best digital music, radio and video production courses located at Joliet Junior College and University of Saint Francis.

Because the Illinois Rock & Roll Museum is a legally registered 501c3 Non-profit organization, there may also be some tax credits available to you by providing these items as donations.

The Board of Directors would like to thank you for your consideration on this matter and would like to invite everyone to visit the Museum for a tour! In the meantime, please visit our website at <a href="https://www.RoadToRock.org">www.RoadToRock.org</a> to learn more about what the Museum is all about.

#### **Our Mission Statement:**

The Illinois Rock & Roll Museum on Route 66 is committed to preserving the rich history and contributions of musicians, performers and industry leaders who have impacted the music world and embodied the creative spirit of Illinois. We strive to inform, engage, and inspire our visitors through exhibits and programs that draw upon a diversity of cultures, history, and musical influence.

Respectfully,

Ron Romero Executive Director and Founder

www.RoadtoRock.org Email: Hello@RoadtoRock.Org

#### City Council Agenda Memo





Meeting Date:	June 19, 2023
Submitter:	Lisa Banovetz, Director of Finance / Glen Conklin, Treasurer
	Treasurer's Office
Agenda Item:	Approval of the List of Bills through June 20, 2023 in the amount of \$976,437.28.

Summary: Attached is the List of Bills through June 20, 2023 in the amount of \$976,437.28.

**Recommended Council Action:** Approval of the List of Bills through June 20, 2023 in the amount of \$976,437.28.

#### **Financial Impact:**

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

#### **Budgeted Amount:**

Cost:

#### Attachments

- Memorandum for the Approval of the List of Bills through June 20, 2023 in the amount of \$976,437.28.
- Approval of the List of Bills through June 20, 2023 in the amount of \$976,437.28.pdf

CITY OF CREST HILL

#### Paid Invoice Report - Audit Check issue dates: 5/1/2020 - 6/30/2023

#### Report Criteria:

Detail report type printed [Report].Check Issue Date = 05/01/2023,05/25/2023,06/20/2023

ndor mber	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Accou
16	Action Flag C	35009	FLAGS FOR CITY HALL	05/10/2023	936.45	936.45	20485	06/20/2023	523	01075400
Tota	l 16:				936.45	936.45				
46	Republic Ser	0721-007554	MAY 2023 RESIDENTI	05/20/2023	112,556.47	112,556.47	20546	06/20/2023	523	80005300
Tota	l 46:				112,556.47	112,556.47				
82	Aramark	6030162705	MATS FOR CITY HALL/	05/30/2023	155.79	155.79	20490	06/20/2023	523	01045300
	, a carrica na	6030162707	UNIFORMS FOR EAST	05/30/2023	137.88	137.88	20490	06/20/2023		07085300
		6030162707	UNIFORMS FOR WATE	05/30/2023	193.83	193.83	20490	06/20/2023		07065300
		6030162709	UNIFORMS FOR WEST	05/30/2023	30.07	30.07	20490	06/20/2023		07085300
		6030164264	UNIFORMS FOR STRE	06/02/2023	419.75	419.75	20490	06/20/2023		01035300
		6030165347	MATS FOR PUBLIC WO	06/06/2023	37.46	37.46	20490	06/20/2023		01045300
		6030165349	UNIFORMS FOR WATE	06/06/2023	31.46	31.46	20490	06/20/2023		07065300
		6030165349	UNIFORMS FOR EAST	06/06/2023	31.46	31.46	20490	06/20/2023		07085300
		6030165351	UNIFORMS FOR WEST	06/06/2023	30.07	30.07	20490	06/20/2023		07085300
		6030166922	UNIFORMS FOR PW	06/09/2023	189.71	189.71	20490	06/20/2023		01035300
Tota	I 82:				1,257.48	1,257.48				
102	AT&T 831-00	2271419705	FIBER NETWWORK P	05/19/2023	2,474.42	2,474.42	20491	06/20/2023	523	01105350
Tota	I 102:				2,474.42	2,474.42				
103	AT&T 831-00	4843519707	INTERNET & PHONE S	05/19/2023	269.98	269.98	20492	06/20/2023	523	07065350
Tota	I 103:				269.98	269.98				
112	Accurate Em	AUR2170591	EMPLOYMENT SCREE	06/01/2023	629.75	629.75	20484	06/20/2023	523	01105300
Tota	l 112:				629.75	629.75				
137	Battery Servi	0094641	FLEET- LITHIUM BATT	01/06/2023	89.00	89.00	20494	06/20/2023	423	01075400
	Dattory com		FLEET- BATTERIES PO	04/18/2023	455.80	455.80	20494	06/20/2023		01075400
		0098521	FLEET- BATTERIES BU	02/21/2023	243.90	243.90	20494	06/20/2023		01075400
Tota	I 137:				788.70	788.70				
171	Brent Hasser	MAY 2023	CONSULTING SERVIC	06/01/2023	2,500.00	2,500.00	20495	06/20/2023	523	01105300
Tota	l 171:				2,500.00	2,500.00				
187	Christopher	183523	CITY CENTER ROADW	06/01/2023	1,172.50	1,172.50	20498	06/20/2023	523	13007311
	·		THEODORE AT GAYLO	06/01/2023	11,287.50	11,287.50	20498	06/20/2023		01035300
		183525	PARKROSE DESIGN S	06/01/2023	4,015.00	4,015.00	20498	06/20/2023	523	12007602
			WELCOME SIGNS-CO	06/01/2023	839.28	839.28	20498	06/20/2023		13007311
		183527	MFT BRIDGE AND CUL	06/01/2023	1,280.00	1,280.00	20498	06/20/2023		05005330
		183528	MFT BRIDGE AND CUL	06/01/2023	2,950.00	2,950.00	20498	06/20/2023		05005330
		183529	THEODORE AND BORI	06/01/2023	3,928.75	3,928.75	20498	06/20/2023		13005330
		183530	DESIGN SERVICES ILL	06/01/2023	2,368.75	2,368.75	20498	06/20/2023		05005330
		183531	ENGINEERING SERVIC	06/01/2023	3,757.50	3,757.50	20498	06/20/2023		05005330

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endor umber	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
Total	187:				33,579.28	33,579.28				
195	Concentric In	0246361	WASTEWWATER SCA	05/24/2023	13.72	13.72	20504	06/20/2023	523	07085301
Total	195:				13.72	13.72				
212	Cargill Incorp	2908317825 2908321636	SALT DELIVERY SALT DELIVERY	06/05/2023 06/06/2023	12,331.88 4,184.47	12,331.88 4,184.47	20496 20496	06/20/2023 06/20/2023		05005400 05005400
Total	212:				16,516.35	16,516.35				
224	CDS Office T	INV1532358 INV1532358	THERMAL PAPER SHIPPING	05/05/2023 05/05/2023	480.00 15.00	480.00 15.00	20497 20497	06/20/2023 06/20/2023		01025400 01025400
Total	224:				495.00	495.00				
291	City of Joliet	956468 956468	FLEET- POLICE FUEL FLEET- PUBLIC WORK FLEET- BUILDING FUE FLEET- ADMINISTRATI	06/07/2023 06/07/2023 06/07/2023 06/07/2023	4,003.80 5,380.40 198.84 47.20	4,003.80 5,380.40 198.84 47.20	20499 20499 20499 20499	06/20/2023 06/20/2023 06/20/2023 06/20/2023	523 523	01075410 01075410 01075410 01075410
Total	291:				9,630.24	9,630.24				
320	ComEd 1494	May 2023	VALVE STATION 1912	05/24/2023	19.24	19.24	20500	06/20/2023	523	07065353
Total	320:				19.24	19.24				
323	ComEd 6121	May 2023	1306-1/2 HARVEST DR	05/24/2023	23.59	23.59	20502	06/20/2023	523	07075353
Total	323:				23.59	23.59				
324	ComEd 7379	May 2023	0 ROOT BERTA	05/24/2023	23.23	23.23	20503	06/20/2023	523	07075353
Total	324:				23.23	23.23				
327	ComEd 2148	May 2023	ELECTRIC FOR LIFT A	05/31/2023	498.93	498.93	20501	06/20/2023	523	07075353
Total	327:				498.93	498.93				
400	D&I Electroni	370141	ALARM SERVICE CALL	06/02/2023	234.00	234.00	20512	06/20/2023	523	13007311
Total	400:				234.00	234.00				
434	Ryan Dobczy	June 2023	MEALS/ILEAS TRAININ	06/05/2023	15.00	15.00	20548	06/20/2023	523	01025343
Total	434:				15.00	15.00				
451	Constellation	6542405670	ELECTRIC WELL #4	05/25/2023	1,596.56	1,596.56	20509	06/20/2023	523	07065353
Total	451:				1,596.56	1,596.56				
453	Constellation	6544487630	ELECTRIC FOR WEST	05/30/2023	6,279.68	6,279.68	20508	06/20/2023	523	07085353
Total	453:				6,279.68	6,279.68				
454	Constellation	6543377840	WELL #11 ELECTRIC	05/26/2023	2,046.34	2,046.34	20505	06/20/2023	523	07065353

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/endor lumber	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Accoun
Tota	al 454:				2,046.34	2,046.34				
457	Constellation	65433691101	WELL #12 ELECTRIC	05/26/2023	2,381.59	2,381.59	20507	06/20/2023	523	07065353
Tota	al 457:				2,381.59	2,381.59				
461	Constellation	6539910400	WELL 1 ELECTRIC	05/24/2023	1,519.65	1,519.65	20506	06/20/2023	523	07065353
Tota	al 461:				1,519.65	1,519.65				
576	Gallagher Ma	28477	UPM HIGH PERF COL	06/02/2023	3,160.08	3,160.08	20514	06/20/2023	523	07065430
Tota	al 576:				3,160.08	3,160.08				
583	Gasvoda & A	INV23PTS02	LASERMETER MOUNT	06/01/2023	1,088.00	1,088.00	20515	06/20/2023	523	07085366
Tota	al 583:				1,088.00	1,088.00				
591	Geotech Inc	51909	SURVEY SERVICES W	06/08/2023	1,260.00	1,260.00	20516	06/20/2023	523	01035330
Tota	al 591:				1,260.00	1,260.00				
610	Grainger	9704472365 9732299418	CITY CENTER FLOOR JANITORIAL SUPPLIES	05/11/2023 06/07/2023	672.36 127.41	672.36 127.41	20517 20517	06/20/2023 06/20/2023		01045400 01045400
Tota	al 610:				799.77	799.77				
640	Hawkins Inc	6472037 6476891	CHLORINE CYLINDAR WATER CHEMICALS	05/15/2023 05/19/2023	280.00 2,605.14	280.00 2,605.14	20520 20520	06/20/2023 06/20/2023		07065421 07065421
Tota	al 640:				2,885.14	2,885.14				
644	Core & Main	S887550	METERS METERS METERS AND SUPPLI METERS METERS	05/15/2023 05/26/2023 05/22/2023 05/25/2023 05/25/2023	6,972.00 127,000.00 9,030.00 127,000.00 1,391.02	6,972.00 127,000.00 9,030.00 127,000.00 1,391.02	20510 20510 20510 20510 20510	06/20/2023 06/20/2023 06/20/2023 06/20/2023 06/20/2023	523 523 523	07095470 07095470 07095470 07095470 07095470
Tota	al 644:				271,393.02	271,393.02				
664	Highland Plu	6603	RPZ REPAIR	06/02/2023	490.97	490.97	20522	06/20/2023	523	07085366
Tota	al 664:				490.97	490.97				
727	Illinois Centra		RENTAL LICENSE FOR RENTAL LICENSE FOR	06/01/2023 06/01/2023	270.73 495.60	270.73 495.60	20523 20523	06/20/2023 06/20/2023		07065300 07085300
Tota	al 727:				766.33	766.33				
826	JP Morgan C	Comcast 06 Comcast 025 Comcast 025 Comcast 055	DOG FOOD COMCAST BUSINESS COMCAST BUSINESS COMCAST BUSINESS COMCAST BUSINESS	04/27/2023 04/10/2023 04/12/2023 04/06/2023 04/14/2023	84.53 160.69 217.24 160.69 220.94	84.53 160.69 217.24 160.69 220.94	361 361 361 361 361	05/25/2023 05/25/2023 05/25/2023 05/25/2023 05/25/2023	423 423 423 423	01025346 07065350 07085350 07065350 07065350
		Comcast 059 Comcast 059	COMCAST BUSINESS COMCAST BUSINESS	03/17/2023 03/16/2023	160.79 160.79	160.79 160.79	361 361	05/25/2023 05/25/2023		07065350 07065350

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endor umber	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account	_
		Comcast 060	COMCAST BUSINESS	04/21/2023	160.79	160.79	361	05/25/2023	423	07065350	
		Comcast 064	COMCAST BUSINESS	04/06/2023	158.87	158.87	361	05/25/2023	423	07065350	
		Comcast 168	COMCAST BUSINESS	03/18/2023	160.79	160.79	361	05/25/2023	423	07065350	
		Country Inn	HOTEL STAY FOR TRAI	04/28/2023	471.75	471.75	361	05/25/2023		01035341	
		Enterprise M	ENTERPIRSE TRUCK	05/04/2023	244.56	244.56	361	05/25/2023		01025300	
		Flags.com A	FLAGS FOR CITY CEN	04/18/2023	1,745.00	1,745.00	361	05/25/2023		01045400	
		Inn at Harbor	HOTEL STAY FOR TRAI	04/19/2023	338.58	338.58	361	05/25/2023		01035341	
		Microsoft Ma	ONLINE SERVICES	05/05/2023	161.56	161.56	361	05/25/2023		01065301	
		Minuteman	DETENTION SIGN	05/05/2023	80.00	80.00	361	05/25/2023		01025401	
		Minuteman P	MOVING INFORMATIO	04/27/2023	85.00	85.00	361	05/25/2023		13007311	
		Minuteman P	EXIT SIGNS FOR PW	05/08/2023	18.66	18.66	361	05/25/2023		01045400	
		Office Max C	CARD STOCK	05/31/2023	20.00	20.00	361	05/25/2023		01045400	
		Potsolve April	REPLACEMENT SERVI	04/16/2023	203.58	203.58	361	05/25/2023		01065350	
		Ready Refre	WATER	05/02/2023	272.78	272.78	361	05/25/2023		01015400	
		Readyrefresh	WATER	05/10/2023	148.69	148.69	361	05/25/2023		01105300	
		Speedway A	GAS REIMBURSMENT	04/21/2023	33.14	33.14	361	05/25/2023	423	01075410	
		U-Haul April	MOVING VAN FOR PD	04/22/2023	302.72	302.72	361	05/25/2023	423	13007311	
		VC Trainings	VIRTUAL TRAINING W2	05/10/2023	149.00	149.00	361	05/25/2023	423	01125341	
		VC Trainings	VIRTUAL TRAINING EM	05/10/2023	149.00	149.00	361	05/25/2023	423	01105341	
		Walgreens A	TAPE-OFFICE SUPPLY	05/05/2023	8.49	8.49	361	05/25/2023	423	01025401	
Tota	al 826:				6,078.63	6,078.63					
846	Kimball Midw	101106004	GLOVES	05/31/2023	360.00	360.00	20525	06/20/2023	523	07085344	
Tota	al 846:				360.00	360.00					
912	Lower DesPl	1034	AGENCY MEMBER DU	05/31/2023	8,721.09	8,721.09	20527	06/20/2023	523	07085377	
Tota	al 912:				8,721.09	8,721.09					
956	McMaster Ca	99089648	WEST PLANT PARTS	06/07/2023	258.91	258.91	20530	06/20/2023	523	07085365	
Tota	al 956:				258.91	258.91					
050	Maada laa	704565	TRAFFIC SIGNAL MAIN	05/24/2022		200.00	20524	06/20/2022	500	01025200	
958	Meade, Inc.		TRAFFIC SIGNAL MAIN	05/31/2023	200.00	200.00	20531	06/20/2023		01035300	
			TRAFFIC SIGNAL CAT	05/31/2023 05/31/2023	200.00 200.00	200.00 200.00	20531 20531	06/20/2023 06/20/2023		01035300 01035300	
Tota	al 958:				600.00	600.00					
961	Menards		FLEET UNIT #200 CAL	05/05/2023	518.32	518.32	20532	06/20/2023		01075400	
			BINS FOR PW WEEK	05/21/2023	13.45	13.45	20532	06/20/2023		01035300	
			TOOLS FOR WATER	05/22/2023	174.79	174.79	20532	06/20/2023		07065361	
		53635	WATER	05/23/2023	5.58	5.58	20532	06/20/2023		01035343	
		53646	PLUMBING PARTS	05/23/2023	20.91	20.91	20532	06/20/2023	523	01045400	
		53734	GARBAGE BAGS	05/25/2023	129.98	129.98	20532	06/20/2023	523	01045400	
		53782	BUILDING SUPPLIES	05/26/2023	68.94	68.94	20532	06/20/2023	523	01045400	
		53941	MEMORIAL DAY SUPP	05/29/2023	41.42	41.42	20532	06/20/2023	523	01045400	
		53942	MEMORIAL DAY SUPP	05/29/2023	3.90	3.90	20532	06/20/2023	523	01045400	
			DISTELLED WATER FO	05/31/2023	36.60	36.60	20532	06/20/2023		07065420	
			PW SUPPLIES	06/02/2023	50.74	50.74	20532	06/20/2023		01045400	
			RETURN	06/02/2023	16.78-	16.78-	20532	06/20/2023		01045400	
			HEX KEY SET	06/02/2023	21.88	21.88	20532	06/20/2023		01035400	

			Che	eck issue dates:	5/1/2020 - 6/30	/2023			Jun	15, 2023 01
/endor lumber	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Accoun
965	M.E. Simpso	40534	LEAK LOCATION SERV	05/31/2023	835.00	835.00	20528	06/20/2023	523	07065430
Tota	al 965:				835.00	835.00				
991	MOE Fringe	June 2023	06-2023 LOCAL 150	05/01/2023	2,814.00	2,814.00	359	05/01/2023	423	01024200
331	WOL I Hinge	June 2023	06-2023 LOCAL 150	05/01/2023	8,931.60	8,931.60	359	05/01/2023		01024200
		June 2023	06-2023 LOCAL 150	05/01/2023	3,690.00	3,690.00	359	05/01/2023		01044200
		June 2023	06-2023 LOCAL 150	05/01/2023	5,628.00	5,628.00	359	05/01/2023		01074200
		June 2023	06-2023 LOCAL 150	05/01/2023	2,251.20	2,251.20	359	05/01/2023		01114200
		June 2023	06-2023 LOCAL 150	05/01/2023	461.50	461.50	359	05/01/2023		01124200
		June 2023	06-2023 LOCAL 150	05/01/2023	1,846.00	1,846.00	359	05/01/2023		01164200
		June 2023	06-2023 LOCAL 150	05/01/2023	5,222.30	5,222.30	359	05/01/2023		07064200
		June 2023	06-2023 LOCAL 150	05/01/2023	3,155.70	3,155.70	359	05/01/2023		07074200
		June 2023	06-2023 LOCAL 150	05/01/2023	5,864.00	5,864.00	359	05/01/2023		07084200
		June 2023	06-2023 LOCAL 150	05/01/2023	5,762.70	5,762.70	359	05/01/2023		07094200
		June 2023 T. June 2023 T.	06-2023 LOCAL 150 06-2023 LOCAL 150	05/01/2023 05/01/2023	461.50 461.50	461.50 461.50	359 359	05/01/2023 05/01/2023	423 423	01124200 07094200
Tota	al 991:				46,550.00	46,550.00				
1060	Nicor 56-57-8	May 2023	NICOR GAS WELL #9	06/12/2023	337.59	337.59	20535	06/20/2023	523	07065350
Tota	al 1060:				337.59	337.59				
1061	Nicor 43-23-2	May 2023	MONTHLY NICOR STAT	06/02/2023	400.18	400.18	20534	06/20/2023	523	01105350
Tota	al 1061:				400.18	400.18				
1065	Nicor 95-25-4	May 2023	MONTHLY STATEMEN	06/02/2023	172.30	172.30	20536	06/20/2023	523	07065350
Tota	al 1065:				172.30	172.30				
1066	Nicor 08-01-5	May 2023	WELL #7 NICOR GAS		174.37	174.37	20533	06/20/2023	523	07065350
Tota	al 1066:				174.37	174.37				
1102	Ottosen DiNo	155463	PROFESSIONAL SERV	05/31/2023	2,040.00	2,040.00	20537	06/20/2023	523	01105302
Tota	al 1102:			•	2,040.00	2,040.00				
1106	Ozinga Read	ARI00615116	ADA PLATES FORE SI	05/30/2023	4,560.00	4,560.00	20538	06/20/2023	523	05005400
Tota	al 1106:				4,560.00	4,560.00				
1148	Physicians I	4327639	PREEMPLOYMENT SC	06/05/2023	115.00	115.00	20539	06/20/2023	523	01105300
	,	4327639	PREEMPLOYMENT SC	06/05/2023	115.00	115.00	20539	06/20/2023		01105300
			PREEMPLOYMENT SC	06/05/2023	68.00	68.00	20539	06/20/2023		01105300
		4327639	PREEMPLOYMENT SC	06/05/2023	115.00	115.00	20539	06/20/2023		01105300
			RANDOM DRUG SCRE	06/05/2023	122.00	122.00	20539	06/20/2023		01105300
Tot	al 1148:				535.00	535.00				
	PreCise MR	200-1042924	PRECISE GPS SUBSC		306.00	306.00	20540	06/20/2023	523	01035300
	al 1174:	200 1012027			306.00	306.00	20040	00.20.2020	520	
100	u 1177.									
1195	Quill LLC	32373185	SHREDDER OIL	05/08/2023	59.10	59.10	20542	06/20/2023	523	01027500

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endor umber	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Acco
Total 1	1195:				59.10	59.10				
1207 R	Rapid Lands	23874	VEGETATION CUTTIN	05/26/2023	80.00	80.00	20543	06/20/2023	523	01165300
		23876	VEGETATION CUTTIN	05/26/2023	160.00	160.00	20543	06/20/2023	523	01165300
		23877	VEGETATION CUTTIN	05/26/2023	160.00	160.00	20543	06/20/2023	523	01165300
		23878	VEGETATION CUTTIN	05/26/2023	160.00	160.00	20543	06/20/2023	523	01165300
		23879	VEGETATION CUTTIN	05/26/2023	160.00	160.00	20543	06/20/2023	523	01165300
		23880	VEGETATION CUTTIN	05/26/2023	225.00	225.00	20543	06/20/2023	523	01165300
		23881	VEGETATION CUTTIN	05/26/2023	80.00	80.00	20543	06/20/2023	523	01165300
		23882	VEGETATION CUTTIN	05/26/2023	80.00	80.00	20543	06/20/2023	523	01165300
		23884	VEGETATION CUTTIN	05/26/2023	160.00	160.00	20543	06/20/2023	523	01165300
Total 1	1207:				1,265.00	1,265.00				
1243 R	Ray OHerron	2275812	UNIFORM EQUIPMENT	06/07/2023	44.99	44.99	20544	06/20/2023	523	01025344
		2275830	UNIFORM EQUIPMENT	06/07/2023	51.99	51.99	20544	06/20/2023	523	01025344
Total 1	1243:				96.98	96.98				
1283 S	EECO Con	19231	CONSTRUCTION INSP	05/25/2023	995.00	995.00	20551	06/20/2023	523	13007311
Total 1	1283:				995.00	995.00				
1295 S	Shaw Media	0523100852	GARAGE SALE ADVER	05/31/2023	36.00	36.00	20552	06/20/2023	523	01105321
		0523100852	CREST HILL PAGE	05/31/2023	460.00	460.00	20552	06/20/2023	523	01105321
Total 1	1295:				496.00	496.00				
1326 R	Ray Soliman	June 2023	MONTHLY GAS MILEA	06/01/2023	50.00	50.00	20545	06/20/2023	523	01015342
Total 1	1326:				50.00	50.00				
1379 S	Suburban La	214629	DRINKING WATER LAB	05/30/2023	2,309.45	2,309.45	20553	06/20/2023	523	07065306
			WASTEWATER LAB	05/31/2023	2,486.33	2,486.33	20553	06/20/2023		07085306
<b>T</b> ( ) (	1070				4 705 70	4 705 70				
Total 1			0		4,795.78	4,795.78		0.5 /0.4 /0.000		
1392 S		May 2023	SWAHM 05-2023	05/01/2023	99,944.69	99,944.69	360	05/01/2023	423	01002438
Total 1	1392:				99,944.69	99,944.69				
1421 T	homson Re	848480155	THOMAS REUTERS	06/04/2023	294.20	294.20	20555	06/20/2023	523	01025400
Total 1	1421:				294.20	294.20				
1425 T	hird Millenni	29225	COCH UTILITY BILL RE	05/25/2023	1,601.35	1,601.35	20554	06/20/2023	523	07095321
Total 1	1425:				1,601.35	1,601.35				
1432 R	Ron Tirapelli	636379	POLICE INTERIOR PAR	04/12/2023	20.00	20.00	20547	06/20/2023	423	01075400
Tatal	1432:				20.00	20.00				
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/endor lumber	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Accour
Tot	al 1454:				1,166.00	1,166.00				
1502	Underground	060865 060865-01	CLAMPS FOR MAIN BR CLAMPS FOR MAIN BR	06/05/2023 06/09/2023	7,901.00 856.00	7,901.00 856.00	20558 20558	06/20/2023 06/20/2023		07065430 07065430
Tot	al 1502:				8,757.00	8,757.00				
1508	United Meter	4237 4241	METER AND MXU INST METER AND MXU INST	05/30/2023 06/06/2023	23,190.00 23,005.00	23,190.00 23,005.00	20559 20559	06/20/2023 06/20/2023		07095470 07095470
Tot	al 1508:				46,195.00	46,195.00				
1515	Unlimited Gr	124524	FLEET UNIT #8, #9 VE FLEET UNIT #7 AND #5 FLEET UNIT #7 AND #5	05/09/2023 05/31/2023 05/31/2023	241.93 20.00 105.00	241.93 20.00 105.00	20560 20560 20560	06/20/2023 06/20/2023 06/20/2023	523	01075400 01075400 01075400
Tot	al 1515:				366.93	366.93				
1548	Verizon Wirel	9935575159	VERIZON	05/23/2023	1,097.59	1,097.59	20561	06/20/2023	523	01105350
Tot	al 1548:				1,097.59	1,097.59				
1549	Verizon Wirel	9933853303	MONTHLY STATEMENT	05/01/2023	2,006.13	2,006.13	20562	06/20/2023	523	07065350
Tot	al 1549:				2,006.13	2,006.13				
1589	Wescom	20230706	WESCOM DISPATCH S	06/01/2023	25,898.22	25,898.22	20564	06/20/2023	523	01025307
Tot	al 1589:				25,898.22	25,898.22				
1605	Will County R	May 2023	MUNICIPAL LIENS/REL	05/31/2023	656.00	656.00	20565	06/20/2023	523	01115325
Tot	al 1605:				656.00	656.00				
1629	Work Zone S	59486	SIGNS	05/04/2023	68.75	68.75	20566	06/20/2023	523	01035400
Tot	al 1629:				68.75	68.75				
1632	Warehouse D	APRIL 2023	CITY CENTER FURNIT	05/03/2023	26,300.06	26,300.06	20563	06/20/2023	423	13007311
Tot	al 1632:				26,300.06	26,300.06				
1724	T-Mobile US	9526380500	TMOBIL INFORMATION	03/02/2023	50.00	50.00	20556	06/20/2023	423	01025400
Tot	al 1724:				50.00	50.00				
1744	Cosgrove Co	June 2023	RETENTION	06/08/2023	96,698.46	96,698.46	20511	06/20/2023	523	13007311
Tot	al 1744:				96,698.46	96,698.46				
1745	Bannon Exter	14634	EXTERMINATION SER QUARTLY EXTERMINA QAURTERLY CITY CEN	05/22/2023 06/09/2023 06/12/2023	160.00 175.00 400.00	160.00 175.00 400.00	20493 20493 20493	06/20/2023 06/20/2023 06/20/2023	523	07085366 01035300 01045300
Tot	al 1745:				735.00	735.00				

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			Che	eck issue dates	: 5/1/2020 - 6/30	)/2023			Jun	15, 2023 01
Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Accoun
1749	AEP Energy	4/27/23-5/26/	STREET LIGHTS - 1 TH	05/31/2023	13,780.61	13,780.61	20486	06/20/2023	523	01035351
Tota	al 1749:				13,780.61	13,780.61				
1873	Mahoney Silv		TIF DISTRICT COMMERCIAL DEVEL	06/02/2023 06/02/2023	630.00 393.75	630.00 393.75	20529 20529	06/20/2023 06/20/2023		01105302 01105302
Tota	al 1873:				1,023.75	1,023.75				
1890	Applied Com	May 2023	DETENTION INTEGRA	05/31/2023	22,061.62	22,061.62	20489	06/20/2023	423	13007311
Tota	al 1890:				22,061.62	22,061.62				
1898	Ken Woody's	1139	TSHIRTS FOR SUMME	06/09/2023	793.75	793.75	20524	06/20/2023	523	01035300
Tota	al 1898:				793.75	793.75				
1903	Ryan LLC	807074	PROFESSIONAL SERV	06/06/2023	375.00	375.00	20549	06/20/2023	523	01105312
Tota	al 1903:				375.00	375.00				
1934	Lakeside Co	May 2023	LAKSIDE CONSULTAN	06/01/2023	18,772.00	18,772.00	20526	06/20/2023	523	01165300
Tota	al 1934:				18,772.00	18,772.00				
1946	Harbour Engi	10586	PW BUILDING SURVEY	06/08/2023	701.80	701.80	20519	06/20/2023	523	01035300
Tota	al 1946:				701.80	701.80				
1950	Pure Water P	1466230	WATER FOR PW	05/26/2023	68.00	68.00	20541	06/20/2023	523	01035343
		1474226 1474500	WATER FOR PW WATER FOR PW	06/08/2023 06/08/2023	156.00 225.00	156.00 225.00	20541 20541	06/20/2023 06/20/2023		01035343 01035343
Tota	al 1950:				449.00	449.00				
	Amazon Capi	#1Y1N-MYC	BATTERIES	06/08/2023	30.19	30.19	20488	06/20/2023	523	01025400
1000			WIRELESS KEYBOAR	06/01/2023	56.02	56.02	20488	06/20/2023		01020400
		1L7Q-KKG	FLASHLIGHT	06/04/2023	50.69	50.69	20488	06/20/2023	523	01035400
		1NF4-L7X4-	CYAN TONER FOR PRI	05/31/2023	119.39	119.39	20488	06/20/2023	523	01165401
		1RY1-JMXP-	DECAF COFFEE	06/05/2023	26.72	26.72	20488	06/20/2023	523	01165401
		1TQC-Y3K9-	BLACK TONER FOR P	06/05/2023	99.95	99.95	20488	06/20/2023		01165401
			LITERATURE RACKS	06/05/2023	211.99	211.99	20488	06/20/2023		01165401
		1TQC-Y3K9-	COFFEE	06/05/2023	26.72	26.72	20488	06/20/2023		01165401
			TIME CARDS	06/05/2023	32.11	32.11	20488	06/20/2023		01165401
		1TQC-Y3K9-	MOUSE PAD	06/05/2023	7.39	7.39	20488	06/20/2023		01165401
			REFUND FOR TONER	06/01/2023	119.25-	119.25-	20488	06/20/2023		01165401
		1VYP-PJTK-	SCREEN PROTECTOR,	06/06/2023	343.24	343.24	20488	06/20/2023		01035400
		13K7-3V73-F	LOGITECH KEYBOARD	05/24/2023	28.77 31.98	28.77 31.98	20488	06/20/2023		01115401 01115401
		13K7-3V73-F 14G6-YHTM-	PLASTIC ENEVLOPES CD SLEEVES AND GLU	05/24/2023	31.98 95.27	31.98 95.27	20488 20488	06/20/2023		
		14G6-YHTM- 17WC-93MG	SERVER MOUNT FOR	05/31/2023 06/04/2023	95.27 321.50	95.27 321.50	20488 20488	06/20/2023 06/20/2023		01025400 07065361
		17WC-93MG 199P-M9QR-	CITY CENTER MATERI	06/04/2023	321.50 175.49	321.50 175.49	20488 20488	06/20/2023		07065361 01045400
		199F-109QR- 1CM4-W67V-	LABEL INSERTS REFIL	06/11/2023	9.10-	9.10-	20488	06/20/2023		01045400
		1HPR-DRV1-	EXTERNAL HARD DRI	06/04/2023	9.10- 99.98	9.10-	20488	06/20/2023		01027500
		1JDG-JHGP-	IPAD HOLDER	05/19/2023	99.98 9.99	99.98 9.99	20488	06/20/2023		01027500
		1000 01101 -					20488			
		1JDG-JHGP-	TRANSIT BAG	05/19/2023	14.73	14.73	70488	06/20/2023	5.2.2	01115401

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CITY OF CREST HILL Paid Invoice Report - Check issue dates: 5/1/2020			•							
'endor umber	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
		1JDG-JHGP-	HEAVY DUTY ADHESIV	05/19/2023	11.98	11.98	20488	06/20/2023	523	01115401
		1JDG-JHGP-	LAPTOP STAND FOLD	05/19/2023	28.78	28.78	20488	06/20/2023	523	01115401
		1JDG-JHGP-	TRANSIT BAG	05/19/2023	14.73	14.73	20488	06/20/2023	523	
		1JDG-JHGP-	MAGNET WALL FILER	05/19/2023	50.00	50.00	20488	06/20/2023	523	01115401
		1JDG-JHGP-	TRANSIT BAG	05/19/2023	14.73	14.73	20488	06/20/2023	523	01115401
		1JDG-JHGP-	WIRELESS KEYBOAR	05/19/2023	21.19	21.19	20488	06/20/2023	523	
		1JDG-JHGP-	DESKTOP FILE ORGA	05/19/2023	19.10	19.10	20488	06/20/2023	523	01115401
		1KJY-DVF3-	CLOTHING ALLOWAN	06/04/2023	161.13	161.13	20488	06/20/2023	523	
		1L7Q-KKGW	GUN CLEANING SUPP	06/04/2023	229.15	229.15	20488	06/20/2023	523	01015400
		1MKT-VCYT-	LOGITECH KEYBOARD	05/28/2023	28.57	229.13	20400	06/20/2023	523	01115401
		1V3Q-WW1R							523	
				05/10/2023	13.99	13.99	20488	06/20/2023		01115401
		1V3Q-WW1R	NOTARY SEALS	05/10/2023	14.27	14.27	20488	06/20/2023	523	
		1V3Q-WW1R	MESH BOOKENDS	05/10/2023	53.16	53.16	20488	06/20/2023		01115401
		1V3Q-WW1R	WOOD COUNTERTOP	05/10/2023	29.93	29.93	20488	06/20/2023	523	01115401
		1V3Q-WW1R	FOLDABLE PUSH DOL	05/10/2023	51.95	51.95	20488	06/20/2023	523	01115401
		1V3Q-WW1R	NEON GREEN PAPER	05/10/2023	17.49	17.49	20488	06/20/2023	523	01115401
		1V3Q-WW1R	LABEL HOLDERS PAP	05/10/2023	9.10	9.10	20488	06/20/2023	523	01115401
		1V3Q-WW1R	COASTERS	05/10/2023	15.80	15.80	20488	06/20/2023	523	01115401
		1V3Q-WW1R	WIRE ID LABELS	05/10/2023	6.48	6.48	20488	06/20/2023	523	01115401
		1V3Q-WW1R	POWER STRIP W USB	05/10/2023	88.36	88.36	20488	06/20/2023	523	01115401
		1V3Q-WW1R	MESH PENCIL HOLDE	05/10/2023	18.99	18.99	20488	06/20/2023	523	01105401
		1V3Q-WW1R	POWER STRIP W USB	05/10/2023	21.79	21.79	20488	06/20/2023	523	01105401
		1V3Q-WW1R	DESK MONTIR STAND	05/10/2023	49.74	49.74	20488	06/20/2023	523	01115401
		1V3Q-WW1R	ADHESIVE LABEL HOL	05/10/2023	51.98	51.98	20488	06/20/2023	523	01115401
		1VYP-PJTK-	FILE FOLDERS AND LA	06/06/2023	62.33	62.33	20488	06/20/2023	523	01025401
		1Y1K-L94T-D	TREASURER'S OFFICE	06/04/2023	260.18	260.18	20488	06/20/2023	523	01125401
		1YKP-6QHC-	DESK ORGANIZER	06/07/2023	9.99	9.99	20488	06/20/2023	523	01115401
		1YKP-6QHC-	2 TIER STACKABLE TR	06/07/2023	19.99	19.99	20488	06/20/2023	523	01115401
		1YKP-6QHC-	3 HOLE PUNCH	06/07/2023	8.99	8.99	20488	06/20/2023	523	01115401
		1YKP-6QHC-	COLORED FLASH DRI	06/07/2023	27.56	27.56	20488	06/20/2023		01115401
		1YKP-6QHC-	RULERS	06/07/2023	5.98	5.98	20488	06/20/2023	523	01115401
		1YKP-6QHC-	WIRELESS KEYBOAR	06/07/2023	28.01	28.01	20488	06/20/2023	523	
		CM1K7Y-M4	WIRELSS KEYBOARD	06/09/2023		28.77-	20488	06/20/2023	523	01115401
Tot	al 1953:				3,085.15	3,085.15				
1971	Graybar Fina	14798905	PHONE SYSTEM MON	05/26/2023	2,110.85	2,110.85	20518	06/20/2023	523	01105350
	eraysar rina		PHONE SYSTEM MON	05/26/2023	1,899.76	1,899.76	20518	06/20/2023		01105350
				00/20/2020			20010	00/20/2020	020	
Tot	al 1971:				4,010.61	4,010.61				
1977	AIS Inc	81195	DATA SERVICES	06/06/2023	2,020.00	2,020.00	20487	06/20/2023	523	01065301
			IT BLK HRS	06/06/2023	15,000.00	15,000.00	20487	06/20/2023		01065301
						,				
Tot	al 1977:				17,020.00	17,020.00				
1988	Heidi Outlaw	Jan 2023	MEAL REIBURSEMENT	01/09/2023	123.12	123.12	20521	06/20/2023	423	01025342
Tot	al 1988:				123.12	123.12				
1989	Second Chan	23-001-2024	AED FOR SQUAD CAR	05/30/2023	23,399.87	23,399.87	20550	06/20/2023	423	01025400
		20 001 2024		55.50,2020			20000		720	
Tot	al 1989:				23,399.87	23,399.87				
2023	EBL Leasing	May 2023	INCOMPLETE CR REF	05/25/2023	100.00	100.00	20513	06/20/2023	523	01003210

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CITY OF CR	REST HILL							Page: 15, 2023 01:2	Item 20. TPM		
Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account	_
Total 2	2023:				100.00	100.00					
Grand	l Totals:				976,437.28	976,437.28					

Report Criteria:

Detail report type printed

[Report].Check Issue Date = 05/01/2023,05/25/2023,06/20/2023

City Council Agenda Memo

Crest Hill, IL



Meeting Date:	June 19, 2023
Submitter:	Lisa Banovetz, Director of Finance / Glen Conklin, Treasurer
Department:	Treasurer's Office
Agenda Item:	Approval to amend the City's current Purchasing Policy

**Summary:** At the September 6, 2022 City Council meeting, the Council approved a resolution to amend the City's Purchasing Policy and added section 3.5 Emergency Procurement of Professional Services. At the March 27, 2023 City Council Work Session, the City discussed eliminating all departmental Petty Cash funds. At the May 22, 2023 City Council Work Session, the City brought a proposal, for Council's consideration, for how the City's credit card should be used by City employees for all City related purchases.

The City has amended its current Purchasing Policy to remove the section that previously referenced the use of Petty Cash funds as this process is no longer in place. The only other notable change to the amended Purchasing Policy was the addition of language to address City issued Credit Card Procedures and Guidelines. The new policy language can be found in section 3.7.

The amended Purchasing Policy, in addition to a red-lined version of the amended Purchasing Policy are included as attachments for the Council's review.

**Recommended Council Action:** Approval to amend the City's current Purchasing Policy, as presented, at the June 12<sup>th,</sup> 2023 City Council workshop.

Financial Impact:	N/A
Funding Source:	N/A
<b>Budgeted Amount:</b>	N/A
Cost:	N/A

Attachments:

- Exhibit A Clean Amended Purchasing Policy 6-12-23.docx
- Redlined Exhibit A Amended Purchasing Policy.pdf
- 6-12-23 Resolution to Amend the Purchasing Policy.docx

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#### Exhibit A

#### PURCHASING POLICY

#### **SECTION 1 - PURPOSE**

The purpose of this policy is to provide general guidelines for purchasing activities under \$20,000 and to expedite the processing of City purchases in a timely, efficient manner while assuring adequate internal controls and purchasing authority have been established. This policy is designed to be a fluid document and will be modified to conform to changes in legislation, local ordinances, state statutes, technology, and actual practice. Any modifications to this policy will be presented to the City Council for approval, prior to amending the policy. Purchases over \$20,000 are intended to be covered by competitive bidding requirements (except for "Emergency Purchases" as detailed herein).

The Treasurer, or his/her designee, shall be the final authority concerning enforcement of any of the provisions of this policy. Failure to follow the procedures outlined in this policy may lead to disciplinary action in accordance with the provisions of the City of Crest Hill's Personnel Manual.

#### **SECTION 2 – ETHICS**

#### 2.1 CODE OF ETHICS

All City personnel engaged in purchasing and related activities shall conduct business dealings in a manner above reproach in every respect. City expenditures financed with public funds require the highest degree of public trust to protect the interests of the City and its residents and the businesses who operate within Crest Hill. City employees shall strive to:

- Ensure that public money is spent efficiently and effectively, and in accordance with statutes, regulations, and City policies.
- Always maintain confidentiality.
- Not accept gifts or favors from current or potential suppliers, which might compromise the integrity of their purchasing function.
- Specify generic descriptions of goods wherever possible in lieu of brand names when compiling specifications.
- Never allow purchase orders for identical goods or services to be split or allow for any variations to City Council approvals with the intent to circumvent this established policy.
- Purchase without favor or prejudice.

- Ensure that all potential suppliers are provided with adequate and identical information to base their offer or quotation and that any subsequent information related to the purchase is made available to all bidders.
- Establish and maintain procedures to ensure that fair and equal consideration is given to each offer or quotation received and vendor selection is based upon the lowest, most responsible, total cost compliant bid.
- Offer a prompt and courteous response to all inquiries from potential or existing suppliers.

# 2.2 CONFLICT OF INTEREST

Except as may be disclosed to, and permitted by the City Council, it shall be a breach of ethical standards for any employee to participate directly or indirectly in the purchasing process when the employee knows that:

- The employee is contemporaneously employed by a bidder, vendor or contractor involved in the procurement transaction.
- The employee, the employee's partner, or any member of the employee's immediate family holds a position with a bidder, offeror, or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest in the company.
- The employee, the employee's partner, or any member of the employee's immediate family has a financial interest arising from the procurement transaction.
- The employee, the employee's partner, or any member of the employee's immediate family is negotiating, or has an arrangement concerning, prospective employment with a bidder, vendor, or contractor.
  - The employee's immediate family shall be defined as a spouse, children, parents, brothers and sisters, and any other person living in the same household as the employee.

# 2.3 QUALIFIED LOCAL BUSINESSES

To the extent not prohibited by state statute, it shall be the policy of the City to procure goods and services from qualified local businesses to the greatest extent possible. To be considered a qualified local business, a business must meet each of the following criteria:

- Located within the limits of the City.
- Employs year-round staff located at the business within the City.
- Is current with all payments to the City.
- Has adequately qualified/trained staff to service the bid item.

#### **SECTION 3 - PURCHASING PROCEDURES**

The City Administrator is authorized to make, in the ordinary course of business, all purchases of materials, supplies and services necessary for the City as provided for in the annual budget. The City Administrator shall first obtain the approval of the Council for all purchases which exceed \$20,000, prior to making such purchases.

Although any employee of the City may make budgeted purchases, the Department Head is responsible for ensuring that any employee in his/her department is appropriately trained and adequately supervised to ensure that no inappropriate purchases are made. The specific dollar limits of employees' purchasing authority are outlined below and include contracts for the same:

- For budgeted purchases less than \$1,000, only the purchaser's approval is required with the review of the Department Head.
- For budgeted purchases between \$1,000 and \$4,999.99, the purchaser and the Department Head's approval are required. Three verbal quotes are required.
- For budgeted purchases between \$5,000 and \$20,000, the City Administrator, the purchaser, the Department Head, and the Director of Finance must approve the purchase. Three written quotes are required.
- For any purchases greater than \$20,000, Council approval must be obtained prior to the purchase.

## 3.1 PURCHASES AND CONTRACTS UNDER \$1,000

Purchases and contracts under \$1,000 must be authorized by the purchaser and reviewed by the Department Head. These purchases require no special rules for comparative pricing. These transactions consist of low-cost items needed quickly or other items purchased from a pre-approved vendor. Department Heads are expected to ensure that the City is paying a reasonable amount for the items involved and periodically obtain price quotes to ensure that the City is receiving competitive pricing.

#### 3.2 PURCHASES AND CONTRACTS BETWEEN \$1,000 AND \$5,000

Purchases of more than \$1,000 and less than \$5,000 must be authorized by the Department Head or his/her designee. These purchases require three verbal competitive quotes. When possible, requests for quotes should be solicited from a minimum of five (5) vendors to ensure that a respectable level of solicitation has been attempted. Department Heads are expected to ensure that the City is paying a reasonable amount for the items involved and periodically obtain price quotes to ensure that the City is receiving competitive pricing.

#### 3.3 PURCHASES AND CONTRACTS BETWEEN \$5,000 AND \$20,000

Purchases of more than \$5,000 and less than \$20,000 require three written competitive quotes. When possible, requests for quotes should be solicited from a minimum of five (5) vendors to ensure that a respectable level of solicitation has been attempted. If three quotes cannot be acquired, staff must provide supporting information as to why three quotes could not be acquired. This information should include documentation of the advertisement and solicitation process, direct vendor solicitation methodology including vendor contact information, and vendor outreach scope and attempts via a memorandum from the Department Head. The Director of Finance will make a recommendation to the City Administrator as to whether the purchase should be made with less than three quotes or continue solicitations to obtain additional quotes.

## 3.4 GENERAL PURCHASING PROCEDURES

The following procedures will be used for all general purchases unless the purchase is required to be made by competitive bidding procedures:

- The operating department will make every effort to obtain a minimum of three written, email, or fax, price quotes from vendors who are eligible to provide the item or service.
- Only the City Administrator or designee can waive the three-quote requirement.
  - No purchases or work is to be initiated until the three-quote requirement has been waived by the City Administrator or designee.
- Responding vendors must provide quote responses on their letterhead or on their company forms with company authorized signatures.
- The operating department will review the quotes received to determine which vendor provided the lowest responsible and responsive quote.
- No purchases can be made until a requisition and/or purchase order is created and fully approved.

There are occasions when it is beneficial and expeditious for a department to use a current or past vendor who provided a favorable price and/or service. In these instances, the City Administrator or designee is authorized to waive the three quotes requirement when it is determined the City can quickly, efficiently, and effectively correct a problem or purchase an item.

#### 3.5 EMERGENCY PROCUREMENT OF PROFESSIONAL SERVICES

This policy shall not apply to the procurement of professional services, which are governed separately from the normal procurement process. Professional services, where possessing a high degree of professional skill and the ability and fitness of the service plays an important role in the selection of the vendor, are subject to state law requirements.

In an emergency situation as defined in Section 4.1 of this Purchasing Policy, the City Administrator is authorized to engage the services of engineers, attorneys, consultants, or other professionals so long as the engagement will not create an obligation for such services which exceeds twenty thousand dollars (\$20,000) without prior approval of the City Council. However, in such emergency situations, the City Administrator must notify the City Council via email as soon as practicable prior to engaging such emergency professional services. Any contract for the engagement of emergency professional services pursuant to this section shall not be extended or renewed once the threshold of \$20,000 has been reached without City Council approval.

Contracts for architectural, engineering, land surveying services, and other professional services, as designated by the City Administrator (for example, public relations consultation services), shall be entered into based on demonstrated competence and qualifications for the type of services required and at fair and equitable compensation. If the City has a satisfactory, established relationship with a firm, a professional services agreement may be negotiated with that firm without contacting other firms providing if it has been determined the firm has the necessary qualifications and experience for the project. The City Administrator may sign all such contracts. All professional services agreements more than \$20,000 must be approved by the City Council.

#### **3.6 DEPARTMENT RESPONSIBILITIES**

Departments are responsible for adhering to the following purchase procedures:

- Enter, review, and approve requisitions daily.
- Instruct vendors to mail invoices directly to the Treasurer's Office.
- Obtain a W-9 from all new vendors and forward it to the Treasurer's Office.
- Paperclip all completed and approved purchase orders, applicable packing slips, and additional supporting documents, and forward those to the Treasurer's Office.
- Ensure that vendor payment terms are never less than 30 days.
- Once an invoice is received, the Treasurer's Office will review the information and return incomplete documents to Department Heads to rectify and resolve problems and discrepancies between the invoices and purchase orders (work orders, packing slips, and quotes are not acceptable replacements for invoices).

#### 3.7 CREDIT CARD PROCEDURES AND GUIDELINES

#### CITY CREDIT CARDHOLDER RESPONSIBLITITES

City-issued Credit Cards (Credit Cards) are issued to designated employees of the City to support specific and limited types of City purchases. Credit Cards are used as a supplement to other acceptable methods of procurement and should only be used when other approved procurement methods are *not* available.

The City strongly encourages the use of other approved methods of procurement when possible. All purchases made with Credit Cards are subject to the requirements and restrictions set forth in the City's Purchasing Policy, as well as the Credit Card Procedures and Acceptable Use Guidelines. Any purchases made with the City's Credit Cards are subject to public disclosure under the Freedom of Information Act (the "FOIA").

#### **CREDIT CARD PROCEDURES**

The Credit Card Procedures and Acceptable Use Guidelines (Credit Card Procedures) govern the use of the Credit Cards issued to designated employees of the City to support specific and limited types of City purchases. The Credit Card Procedures are intended to guide employees on appropriate uses and protect employees and the City from any inappropriate use of the Credit Cards. Purchasing with a Credit Card must follow the City's Purchasing Policy including, but not limited to, the competitive purchasing process.

The City of Crest Hill's Credit Cards are City property. In the event a Credit Card is lost or stolen, the employee shall immediately report the loss or theft to the Director of Finance.

#### ACCEPTABLE USE GUIDELINES

As a supplement to other methods of purchasing, the City uses Credit Cards as a form of payment, in limited circumstances, to provide an efficient electronic payment method. Credit Cards should only be used when ordinary procurement methods are not available. The use of a Credit Card is not intended to replace effective procurement planning.

- Holders of a City issued Credit Card should refer to the City's Purchasing Policy for further guidance regarding acceptable uses.
- All purchases made with a City issued Credit Card must conform with the City's Purchasing Policy.
- Credit Card purchases should not exceed set limits made within a single billing period.
- Avoid all unauthorized purchases.
- Ensure all City-related purchases are budgeted, and have received approval, prior to purchase.
- All purchases follow federal, state and city statutes, ordinances, rules, policies, and procedures.
- Credit Card purchases are *not* split in a manner that violates the City's Purchasing Policy.
- All Credit Card purchases do *not* include any taxes, such as sales tax, from which the City is exempt from paying. Any taxes charged on a Credit Card purchase will require the purchaser to contact the merchant to receive an adjustment credit for the taxes charged on the respective purchase.

Annually, the Director of Finance shall conduct a review of all Credit Cards, including a use analysis, to determine if the Credit Card holders' current positions or duties warrant a continued need for a City issued Credit Card.

#### Credit Card Restrictions

The following uses of Credit Cards are prohibited unless authorized by the City Treasurer:

- Cash advances.
- Purchases from vendors who already issue the City an invoice.
- Purchases that are not City related and are for personal benefit.
- Purchases of food or beverage, with the following exceptions as approved by a Department Head or Treasurer prior to purchase:
  - Refreshments related to a City hosted meeting or event.
  - Employee or official recognition events.
  - Emergency situations of employees working through a normal meal break.
- Under no circumstances shall the purchase of alcoholic beverages be allowed, using a City issued Credit Card.
- Returns of any purchase made with a City issued Credit Card must be in the form of an account credit and should not be in cash, check, or any other form.

#### Credit Cardholder Eligibility Criteria

Subject to the approval of the Treasurer, the City will consider issuance of a Credit Card to certain positions based on the operational needs of the City.

Before receipt, all persons issued a Credit Card shall acknowledge, in writing, their receipt of, and agreement to comply with this Policy, and their personal limitation on purchases made with the Credit Card within a single billing period.

All recipients of a Credit Card shall no longer be eligible to hold such Credit Card and shall immediately return the Credit Card to the Director of Finance upon the occurrence of any of the following:

- City Separation of employment.
- Violation of this Policy.
- A determination is made that there is no longer a need for the Credit Card.

#### Process for Obtaining a Credit Card

- Completion of a bank's application and City approval.
- Review of this Policy and acknowledge agreement to comply with this Policy.

#### Credit Card Usage Procedures

- Purchase the least expensive item that meets the immediate need.
- Ensure that the purchase does not include sales tax. Sales tax exemption forms may be obtained from the Director of Finance.
- Obtain a receipt for the purchase. The original receipt must be submitted to the Treasurer's Office immediately after purchase. Copies of emailed receipts are sufficient.
- Include a detailed description of each item purchased including the following:
  - Detail of the equipment or good purchased.
  - Reason for use of Credit Card transaction.
  - Specific event held or attended and reason for event and attendees (if applicable).

- Failure to provide receipts of the Credit Card purchase to the Treasurer's office may result in the credit card transaction becoming the responsibility of the employee to pay for that purchase, personally.
  - Repeated failures to provide receipts to the Treasurer's office for Credit Card purchases will result in the loss of Credit Card privileges and will require the employee to relinquish the Credit Card to the Treasurer's Office.

#### Miscellaneous Issues

Disputed Charges:

- Follow the Credit Card issuer's Policy for disputing a charge.
- Forward a copy of the written dispute to the Treasurer's Office.

Lost or Stolen Credit Cards

• Immediately report the lost or stolen Credit Card to the Director of Finance.

Separation of Employment

• Upon separation, the employee shall relinquish the Credit Card to the Director or Finance.

Accidental Use and Reimbursement

- In the case of an accidental personal charge being made to the City's Credit Card, the Credit Card holder must:
  - Submit in writing a letter stating that the charge was not a City charge.
  - Provide a copy of the receipt.
  - Provide for immediate reimbursement for the charge in the form of a personal check to the City.

# SECTION 4 – COMPETITIVE PURCHASING AND EXCEPTIONS

It is the policy of the City of Crest Hill to procure needed materials, supplies, labor, and public improvements from the lowest responsible and responsive vendor. Additionally, certain conditions may warrant waiving of the competitive bidding process when the purchase is over \$20,000. Only the City Council may waive the competitive bidding requirement with a two-thirds vote. Staff must indicate the reason for recommending waiving competitive bidding and the reason must be stated publicly when the City Council approves a purchase.

Acceptable reasons to waive the competitive bidding requirement may include, but are not limited to (all items below are subject to the purchase procedures and regulations as outlined in this policy):

- Emergency purchases.
- Proprietary and Sole Source purchases.
- Equipment standardization.

- Manufacturer, repairs and authorized dealers/sellers.
- Technical nature of item makes competition impractical or will negate standardization.
- Joint Governmental or Cooperative purchasing programs.
- Vendors Currently Under Contract: this is defined as a vendor who currently serves as the City's designated vendor for a specific service such as system maintenance. An example of this may be that the City would use the same vendor who installed its building's security system to install additional equipment at the building.

#### 4.1 EMERGENCY PURCHASES

Emergency purchases are those unforeseen purchases where there is an immediate threat to public health or safety, or to meet emergencies rising from unforeseen causes, which necessitate the need for immediate delivery of items or services, or to prevent delays in work or construction schedules. Departments must notify the City Administrator immediately when they become aware of the need for an emergency purchase. Documentation including an explanation of the emergency must be submitted to the City Administrator in writing within five (5) working days of the department becoming aware of the emergency purchases over twenty thousand dollars (\$20,000) and must report to the City Council at the earliest opportunity for their approval and ratification. All emergency purchases must be thoroughly documented.

#### 4.2 PROPRIETARY AND SOLE SOURCE PURCHASES

Contracts for parts, supplies, or equipment that are available only from a sole source are referred to as sole source purchases. Sole source procurements may arise from the following circumstances:

- Equipment and/or material for which there is no comparable competitive product or is available only from one supplier.
- Public utility services from natural or regulated monopolies.
- A component or replacement part for which there is no commercially available substitute, and which can be obtained only from a specific manufacturer.
- An item where compatibility is the overriding consideration, such as computer software.

These items shall not be subject to requirements for seeking competitive quotes or bids. However, purchases of more than \$20,000 shall be presented to the City Council prior to acquisition with a request to waive bids and obtain approval for the purchase and approval to enter a formal contract. Formal bidding for work or public improvements over \$20,000 may be waived by two-thirds vote of the City Council.

## 4.3 EQUIPMENT STANDARDIZATION

Occasionally, because of the technical nature of certain items, standardization of a particular supplier's specifications may be desirable upon the user department Director's documentation. In such a case, the final determining body for standardization will be the City Council. A decision to standardize must be weighed against:

- The problems associated with having only one supplier available; and,
- The economy of the alternative of non-standardization.

#### 4.4 MANUFACTURER REPAIRS AND AUTHORIZED DEALERS/SELLERS

In some cases, expenditures involving the purchase, service, repair, modification, or calibration of equipment, can only be performed by the manufacturer of the equipment. The purchase of some items may only be available to be purchased from an authorized or regional dealer/seller.

#### 4.5 TECHNICAL NATURE OF ITEM

In instances where the City has existing software, machinery or other technical equipment, the department is not required to make a purchase that would be incompatible with what the City has in place.

#### 4.6 JOINT PURCHASING PROGRAM (COOPERATIVES)

Cooperative purchasing between the City of Crest Hill and the State of Illinois, other local governments, local and national cooperatives such as South Suburban Mayors and Managers Association (SSMMA) or the Suburban Purchasing Cooperative (SPC) and Sourcewell *–formerly National Joint Powers Alliance*, or arrangements with other organizations can result in significant savings on the purchase price of many items.

Department Heads are responsible for analyzing of the benefits of using cooperative purchasing arrangements. Based on their analysis, the Department Heads should make a purchasing recommendation to the City Administrator. Department Heads should research cooperative purchasing arrangements to ensure that competitive prices have been obtained.

# 4.7 VENDORS CURRENTLY UNDER CONTRACT

Vendors who are currently under contract or who serve as the City's designated vendor for system maintenance activities can be used for multiple projects if the City will receive a cost savings for the combined projects. An example would be if the City were to use the same vendor who installs the building security system to install additional equipment at the building.

#### 4.8 PURCHASES BETWEEN \$5,000 AND \$20,000

There are occasions when past use of known vendors expedites the purchasing process. These expedited purchases increase City operation efficiency. The City Administrator or designee is authorized to waive the three quotes requirement when it is determined the City can quickly and effectively correct a problem or purchase an item.

#### **SECTION 5 - DOCUMENTATION**

#### 5.1 CONTRACT SUBMISSION AND REVIEW

Contracts for goods or services less than \$20,000 must be reviewed by the City Administrator and may be reviewed by the City Attorney as determined by the City Administrator. Contracts for goods or services equal to or exceeding \$20,000 must be approved by the City Administrator and City Attorney, (if requested by the City Administrator), before submission to the City Council for consideration. Contracts resulting from competitive bidding may be submitted to the City Council for bid acceptance, contingent upon final contract approval by the City Administrator and City Attorney.

#### 5.2 CONTRACT SIGNATURES

The City Administrator or designee will sign approved contracts between \$1,000 and \$20,000. Department Heads or designees will sign contracts for less than \$5,000. The Mayor will sign contracts over \$20,000 as approved by the City Council.

#### Exhibit A

#### PURCHASING POLICY

#### **SECTION 1 - PURPOSE**

The purpose of this policy is to provide general guidelines for purchasing activities under \$20,000 and to expedite the processing of City purchases in a timely, efficient manner while assuring adequate internal controls and purchasing authority have been established. This policy is designed to be a fluid document and will be modified from time to time to conform to changes in legislation, local ordinances, state statutes, technology, and actual practice. Any modifications to this policy will be presented to the City Council for approval, prior to amending the policy. Purchases over \$20,000 are intended to be covered by competitive bidding requirements (with the exception efexcept for "Emergency Purchases" as detailed herein).

The <u>City AdministratorTreasurer</u>, or his/her designee, shall be the final authority concerning enforcement of any of the provisions of this policy. Failure to follow the procedures outlined in this policy may lead to disciplinary action in accordance with the provisions of the City of Crest Hill's Personnel Manual. The Finance Supervisor will establish written procedures consistent with this purchasing policy and may amend the written procedures in a manner not inconsistent with this policy, local ordinances, or state statutes.

#### **SECTION 2 – ETHICS**

#### 2.1 CODE OF ETHICS

All City personnel engaged in purchasing and related activities shall conduct business dealings in a manner above reproach in every respect. <u>City Transactions relating to cexpenditures financed</u> withof public funds require the highest degree of public trust to protect the interests of the City and <u>itsthe</u> residents and <u>the</u> businesses who operate within of Crest Hill. City employees shall strive to:

- Ensure that public money is spent efficiently and effectively, and in accordance with statutes, regulations, and City policies.
- Maintain confidentiality at all times Always maintain confidentiality.
- Not accept gifts or favors from current or potential suppliers, which might compromise the integrity of their purchasing function.
- Specify generic descriptions of goods wherever possible in lieu of brand names when compiling specifications.

- Never allow purchase orders for identical goods or; services to be split, or split or allow for any variations to City Council approvals to be made in order to circumvent this established policy.
- Purchase without favor or prejudice.
- Ensure that all potential suppliers are provided with adequate and identical information <u>upon-which</u> to base their offer or quotation and that any subsequent information<u>related to</u> <u>the purchase</u> is made available to all bidders.
- Establish and maintain procedures to ensure that fair and equal consideration is given to each offer or quotation received and <u>vendor</u> selection is based upon the lowest, <u>most</u> totalresponsible, total cost compliant bid.
- Offer a prompt and courteous response to all inquiries from potential or existing suppliers.

#### 2.2 CONFLICT OF INTEREST

Except as may be disclosed to, and permitted by the City Council, it shall be a breach of ethical standards for any employee to participate directly or indirectly in the purchasing process when the employee knows that:

- The employee is contemporaneously employed by a bidder, vendor or contractor involved in the procurement transaction<sub>2</sub>; or
- The employee, the employee's partner, or any member of the employee's immediate family holds a position with a bidder, offeror, or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest in the company <u>is or</u>
- The employee, the employee's partner, or any member of the employee's immediate family has a financial interest arising from the procurement transaction.; or
- The employee, the employee's partner, or any member of the employee's immediate family is negotiating, or has an arrangement concerning, prospective employment with a bidder, vendor, or contractor.
  - The employee's immediate family shall be defined as a spouse, children, parents, brothers and sisters, and any other person living in the same household as the employee.

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#### 2.3 QUALIFIED LOCAL BUSINESSES

To the extent not prohibited by state statute, it shall be the policy of the City to procure goods and services from qualified local businesses to the greatest extent possible. To be considered a qualified local business, a business must meet each of the following criteria:

1.• Businesses must be Llocated within limits the limits of the City.		Formatted: Font: (Default) Times New Roman
2. Employs year-round staff located at the business within the City.		Formatted: Default, Space After: 1.5 pt, Bulleted +
3. Is current with all payments to the City.	1	Level: 1 + Aligned at: 0.25" + Indent at: 0.5"
4.• Has adequately qualified/trained staff to service the bid item.		Formatted: Font: (Default) Times New Roman
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#### **SECTION 3 - PURCHASING PROCEDURES**

The City Administrator is authorized to make, in the ordinary course of business, all purchases of materials, supplies and services necessary for the City, including the Cable Department, as provided for in the annual budget. The City ManagerCity-shallAdministrator shall first procure obtain the approval of the Council for all pget; provided that on purchases which exceed re than \$20,000, prior to making such purchases.

Although any employee of the City may make budgeted purchases, the Department Head is responsible for ensuring that any employee in his/her department is appropriately trained and adequately supervised to ensure that no inappropriate purchases are made. The specific dollar limits of employees' purchasing authority are outlined below and include contracts for the same\_-

- **1.** For budgeted purchases less than \$1,000, only the purchaser's approval is required with the review of the Department Head.
- 2.• For budgeted purchases between \$1,000 and \$4,999.99, the purchaser and the Department\*-Head's approval are required. Three verbal quotes are required.
- 3. For budgeted purchases between \$5,000 and \$20,000.00, the City Administrator, the purchaser, the Department Head, and the Finance DirectorDirector of Finance must approve the purchase. Three written quotes are required.
- For any purchases greater than \$20,000, Council approval must be obtained prior to the purchase.
- 4.

#### 3.1 PURCHASES AND CONTRACTS UNDER \$1,000

Purchases and contracts under \$1,000 must be authorized authorized by the purchaser and reviewedby the Department Head. These purchases require no special rules for comparative pricing.; they <u>These transactions generally consistconsist</u> of low-cost items needed quickly or other items purchased from a pre-approved vendor. Department Heads are expected to ensure that the City is paying a reasonable amount for the items involved and periodically obtain price quotes to ensure that the City is receiving competitive pricing.

#### 3.2 PURCHASES AND CONTRACTS BETWEEN \$1,000 AND \$5,000

Purchases of in excess of more than \$1,000 and less than \$5,000 must be authorized by the Department Head or his/her designee. These purchases require three verbal competitive quotes. When possible, requestrequests for quotes should be solicited from a minimum of five (5) vendors to ensure that a respectable level of solicitation has been attempted. Department Heads are

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expected to ensure that the City is paying a reasonable amount for the items involved and periodically obtain price quotes to ensure that the City is receiving competitive pricing.

#### 3.3 PURCHASES AND CONTRACTS BETWEEN \$5,000 AND \$20,000

Purchases <u>of in excess ofmore than</u> \$5,000 and less than \$20,000 <u>generally requirerequire</u> threewritten competitive quotes. When possible, <u>requestrequests</u> for quotes should be solicited from a minimum of five (5) vendors to ensure that a respectable level of solicitation has been attempted. If three quotes cannot be acquired, staff must provide supporting information as to why three quotes could not be acquired. This information should include documentation of the advertisement and solicitation process, direct vendor solicitation methodology <u>including,including</u> vendor contact information<sub>a</sub> and vendor outreach scope and attempts via a memo<u>randum</u> from the Department Head. <u>The FinaThe nee SupervisorDirector of Finance</u> will make a recommendation to the City Administrator as to whether the purchase should be made with less than three quotes or continue solicitations to obtain additional quotes.

#### 3.4 GENERAL PURCHASING PROCEDURES

The following procedures will be used for all general <u>purchases</u>asing processes unless the\*..... purchase is required to be made by competitive bidding procedures:

- +• The operating department will make every effort to obtain a minimum of three written, email, or fax, price quotes from vendors who are eligible to provide the item or service.
- a. Only the City Administrator or designee can waive the three-quote requirement.
   b. No purchases or work is to be initiated until the three-quote requirement has been
  - waived by the City Administrator or designee.
- 2. Responding vendors must provide quote responses on their letterhead or <u>on their</u> company forms with a company authorized signatures.
- 3. The operating department will review the quotes received to determine which vendor provided the lowest responsible and responsive quote.
- 4.<u>• Generally, noNo</u> purchases can be made until a requisition and/or purchase order is created and fully approved.

There are occasions when it is beneficial and expeditious for a department to <u>utilize-use</u> a current or past vendor <u>that who</u> provided a favorable price and/or service-\_In these <u>instancesinstances</u>, the City Administrator or designee is authorized to waive the three quotes requirement when it is determined the City can quickly, <u>efficiently\_efficiently</u>, and effectively correct a problem or purchase an item.

3.5.3.5 EMERGENCY PROCUREMENT OF PROFESSIONAL SERVICES

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Formatted: Font: Bold Formatted: List Paragraph, Indent: Left: 0", First line: 0" -This policy shall not apply to the procurement of purchasing or obtaining professional services, which are governed separately from the normal procurement process. Professional services, where possessing a high degree of professional skill and the ability and fitness of the <u>serviceindividual</u> plays an important <u>part-role in the selection of the vendor</u>, are subject to state law requirements.

In an emergency situation as defined in Section 4.1 of this Purchasing Policy, the City-Administrator is authorized to engage the services of engineers, attorneys, consultants, or other professionals for any need so long as the engagement will not create an obligation for such services which exceeds twenty thousand dollars (\$20,000) without prior approval of the City Council. However, in such emergency situations, the City Administrator must notify the City Council via email as soon as practicable prior to engaging such emergency professional services. Any contract for the engagement of emergency professional services pursuant to this section shall not be extended or renewed once the threshold of \$20,000 has been reached without City Council approval.

Contracts for architectural, engineering, land surveying services, and other professional services, as\_designated by the City Administrator (for example, public relations consultation services), shall be entered into on the basis of based on demonstrated competence and qualifications for the type of services required and at fair and equitable compensation. If the City has a satisfactory, established relationship with a firm, a professional services agreement may be negotiated with that firm without contacting other firms providing <u>if</u> it has been determined the firm has the necessary qualifications and experience for the <u>particular project project</u>. The City Administrator may sign all such contracts. All professional services agreements in excess of more than \$20,000 must be approved by the City Council.

#### 3.6 DEPARTMENT RESPONSIBILITIES

Departments are responsible for adhering to the following purchase procedures:

- +• Enter, review, and approve requisitions daily.
- 2. Instruct vendors to mail invoices directly to the Finance Department Treasurer's Office.
- 3. Obtain a W-9 from all new vendors and forward forward it to the Finance DepartmentTreasurer's Office.
- 4. Paperclip <u>all</u> completed and approved purchase orders, to applicable packing slips, and additional supporting documents, and forward <u>those</u> to the <u>Finance</u> <u>DepartmentTreasurer's Office</u>.
- 5.• Ensure that vendor payment terms are never less than 30 days.
- 6.• Once the an invoice is received, the Finance departmentTreasurer's Office will review the information and return unbalanced incomplete documents to Department Heads to rectify and resolve problems and discrepancies between the invoices and purchase orders (work orders, packing slips, and quotes are not acceptable replacements for invoices).

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## 3.7 PETTY-CASH

Responsibility for custody and safeguarding of each fund and for all fund disbursements rests with the appropriate-Department Head. The Department Head may designate an employee in their department as custodian of the petty cash fund. Petty cash is to be used to reimburse employees for City expenses which the employee incurs up front and for small purchases which are handled most efficiently by utilizing petty cash. The following restrictions apply:

- 1. Individual petty cash purchases are limited to a maximum of \$50.00 unless approval is given by the City Administrator.
- Employee must prepare a petty cash voucher which is approved by the Department Head.
- 3. Receipts documenting the expense must be attached to the petty cash voucher.
- 4. Disbursements from petty cash funds cannot be ultimately approved without receipts. If cash is provided in advance of the purchase, the employee must return the unused cash along with the receipt. If an employee cannot provide a receipt, alternative verification approved by the Department Head must be attached.
- 5. Each department is responsible for balancing and reconciling its own petty-cash fund. The Deputy City Clerk is responsible for balancing and reconciling the Mayor's, City Administrator's, and Clerk's petty cash funds

## 3.7 CREDIT CARD PROCEDURES AND GUIDELINES

## CITY CREDIT CARDHOLDER RESPONSIBLITITES

City-issued Credit Cards (Credit Cards) are issued to designated employees of the City to support specific and limited types of City purchases. Credit Cards are used as a supplement to other acceptable methods of procurement and should only be used when other approved procurement methods are *not* available,

The City strongly encourages the use of other approved methods of procurement when possible. All purchases made with Credit Cards are subject to the requirements and restrictions set forth in the City's Purchasing Policy, as well as the Credit Card Procedures and Acceptable Use Guidelines. Any purchases made with the City's Credit Cards are subject to public disclosure under the Freedom of Information Act (the "FOIA").

## CREDIT CARD PROCEDURES

The Credit Card Procedures and Acceptable Use Guidelines (Credit Card Procedures) govern the use of the Credit Cards issued to designated employees of the City to support specific and limited types of City purchases. The Credit Card Procedures are intended to guide employees on appropriate uses and protect employees and the City from any inappropriate use of the Credit Cards. Purchasing with a Credit Card must follow the City's Purchasing Policy including, but not limited to, the competitive purchasing process. Formatted: Font: Bold Formatted: Font: Bold Formatted: Font: 12 pt

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The City of Crest Hill's Credit Cards are City property. In the event a Credit Card is lost or stolen, the employee shall immediately report the loss or theft to the Director of Finance.

## ACCEPTABLE USE GUIDELINES

As a supplement to other methods of purchasing, the City uses Credit Cards as a form of payment, in limited circumstances, to provide an efficient electronic payment method. Credit Cards should only be used when ordinary procurement methods are not available. The use of a Credit Card is not intended to replace effective procurement planning.

- Holders of a City issued Credit Card should refer to the City's Purchasing Policy for further guidance regarding acceptable uses.
- All purchases made with a City issued Credit Card must conform with the City's Purchasing Policy.
- Credit Card purchases should not exceed set limits made within a single billing period.
- Avoid all unauthorized purchases.
- Ensure all City-related purchases are budgeted, and have received approval, prior to purchase.
- All purchases follow federal, state and city statutes, ordinances, rules, policies, and procedures.
- Credit Card purchases are not split in a manner that violates the City's Purchasing Policy.
- All Credit Card purchases do not include any taxes, such as sales tax, from which the City
  is exempt from paying. Any taxes charged on a Credit Card purchase will require the
  purchaser to contact the merchant to receive an adjustment credit for the taxes charged on
  the respective purchase.

Annually, the Director of Finance shall conduct a review of all Credit Cards, including a use analysis, to determine if the Credit Card holders' current positions or duties warrant a continued need for a City issued Credit Card.

#### Credit Card Restrictions

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- Cash advances.
- Purchases from vendors who already issue the City an invoice.
- Purchases that are not City related and are for personal benefit.
- Purchases of food or beverage, with the following exceptions as approved by a Department Head or Treasurer prior to purchase:
  - o Refreshments related to a City hosted meeting or event.
  - o Employee or official recognition events.
  - o Emergency situations of employees working through a normal meal break.
- Under no circumstances shall the purchase of alcoholic beverages be allowed, using a City issued Credit Card.

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• Returns of any purchase made with a City issued Credit Card must be in the form of an account credit and should not be in cash, check, or any other form.

## Credit Cardholder Eligibility Criteria

Subject to the approval of the Treasurer, the City will consider issuance of a Credit Card to certain positions based on the operational needs of the City.

Before receipt, all persons issued a Credit Card shall acknowledge, in writing, their receipt of, and agreement to comply with this Policy, and their personal limitation on purchases made with the Credit Card within a single billing period.

All recipients of a Credit Card shall no longer be eligible to hold such Credit Card and shall immediately return the Credit Card to the Director of Finance upon the occurrence of any of the following:

- City Separation of employment.
- Violation of this Policy.
- A determination is made that there is no longer a need for the Credit Card.

#### Process for Obtaining a Credit Card

- Completion of a bank's application and City approval.
- Review of this Policy and acknowledge agreement to comply with this Policy.
- Credit Card Usage Procedures
  - Purchase the least expensive item that meets the immediate need.
  - Ensure that the purchase does not include sales tax. Sales tax exemption forms may be obtained from the Director of Finance.
  - Obtain a receipt for the purchase. The original receipt must be submitted to the Treasurer's Office immediately after purchase. Copies of emailed receipts are sufficient.
  - Include a detailed description of each item purchased including the following:
    - o Detail of the equipment or good purchased.
    - o Reason for use of Credit Card transaction.
    - Specific event held or attended and reason for event and attendees (if applicable).
  - Failure to provide receipts of the Credit Card purchase to the Treasurer's office may
    result in the credit card transaction becoming the responsibility of the employee to pay
    for that purchase, personally.
    - Repeated failures to provide receipts to the Treasurer's office for Credit Card purchases will result in the loss of Credit Card privileges and will require the employee to relinquish the Credit Card to the Treasurer's Office.

Miscellaneous Issue

#### Disputed Charges:

- Follow the Credit Card issuer's Policy for disputing a charge,
- Forward a copy of the written dispute to the Treasurer's Office.

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Lost or Stolen Credit Cards	*	Formatted: Indent: Left: 0"
Immediately report the lost or stolen Credit Card to the Director of Finance. Separation of Employment	۰ جنري	Formatted: List Paragraph, Right: 0", Space Before: 0 pt, Line spacing: single, Bulleted + Level: 1 + Aligned at: 0.25" + Indent at: 0.5"
• Upon separation, the employee shall relinquish the Credit Card to the Director or	4	Formatted: Indent: Left: 0"
Finance. Accidental Use and Reimbursement	*	Formatted: List Paragraph, Right: 0", Space Before: 0 pt, Line spacing: single, Bulleted + Level: 1 + Aligned at: 0.25" + Indent at: 0.5"
• In the case of an accidental personal charge being made to the City's Credit Card, the Credit Card holder must:	1	Formatted: Indent: Left: 0"
• Submit in writing a letter stating that the charge was not a City charge.		
• Provide a copy of the receipt.		
• Provide for immediate reimbursement for the charge in the form of a personal		
check to the City.		
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#### SECTION 4 - COMPETITIVE PURCHASING AND EXCEPTIONS

It is the policy of the City of Crest Hill to procure needed materials, supplies, labor, and public improvements from the lowest responsible and responsive vendor. Additionally, certain conditions may warrant waiving of the competitive bidding process when the purchase is over \$20,000. Only the City Council may waive the competitive bidding requirement with a two-thirds vote. Staff must indicate the reason for recommending waiving competitive bidding and the reason must be stated publicly when the City Council approves a purchase.

Acceptable reasons to waive the competitive bidding requirement may include, but are not limited to (all items below are subject to the purchase procedures and regulations as outlined in this policy):

- 1.• Emergency purchases; purchases.
- 2. Proprietary and Sole Source purchases; purchases.
- 3.• Equipment standardization; standardization.
- 4. Manufacturer, IRepairs and Authorized Dealers/Sellers;sellers,
- 5.<u>•</u> Technical nature of item makes competition impractical or will negate standardization; standardization.

6. Joint Governmental or Cooperative purchasing programs; programs.

7.• Vendors Currently Under Contract: Utilization of athis is defined-vendor currently under contract or as a vendor that who currently serves as the City's designated vendor for a specific service such as system maintenance. An example of this may be that the City would use (for example, utilize the same vendor whothat installed its building's security system to install additional equipment at the building).

## 4.1 EMERGENCY PURCHASES

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Emergency purchases are those unforeseen purchases where there is an immediate threat to public health or safety, or to meet emergencies rising from unforeseen causes, which necessitate the need for immediate delivery of items or services, or to prevent delays in work or construction schedules. Departments must notify the City Administrator immediately when they become aware of the need for an emergency purchase. Documentation including an explanation of the emergency must be submitted to the City Administrator in writing within five (5) working days of the department becoming aware of the emergency. The City Administrator or his/her designee is authorized to make emergency purchases over twenty thousand dollars (\$20,000) and must report to the City Council at the earliest opportunity for their approval and ratification. All emergency purchases must be thoroughly documented.

#### 4.2 PROPRIETARY AND SOLE SOURCE PURCHASES

-Contracts for parts, supplies<sub>a</sub> or equipment that are available only from a single source  $\underline{a}^*$  are referred to as sole source purchases. Sole source procurements may arise from the following circumstances:

- 1.• Equipment and/or material for which there is no comparable competitive product or is\*available only from one supplier; supplier.
- 2.• Ppublic utility services from natural or regulated monopolies; monopolies.
- 3.• <u>Aa</u> component or replacement part for which there is no commercially available substitute, and which can be obtained only from <u>a specific the manufacturer; manufacturer.</u>
- 4.• An item where compatibility is the overriding consideration, such as computer software.

These items shall not be subject to requirements for seeking competitive quotes or bids. However, purchases of in excess of more than \$20,000 shall be presented to the City Council prior to acquisition with a request to waive bids, bids and obtain approvale for the purchase and approval to enter intoenter a formal contract. Formal bidding for work or public improvements over \$20,000 may be waived by two-thirds vote of the City Council elderpersons.

#### 4.3 EQUIPMENT STANDARDIZATION

-Occasionally, because of the technical nature of certain items, standardization of a particular supplier's specifications may be desirable upon the user department <u>D</u>director's

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	documentation. In such a case, the final determining body for standardization will be the City Council. A decision to standardize must be weighed against:	
	<ul> <li>1.• <u>T</u>the problems associated with having only one supplier available; and,</li> <li>2.• <u>T</u>the economy of the alternative of non-standardization.</li> </ul>	Formatted: Normal, Justified, Outline numbered + Level: 1 + Numbering Style: Bullet + Aligned at: 0.5" + Tab after: 0.75" + Indent at: 0.75"
4.4	MANUFACTURER REPAIRS AND AUTHORIZED DEALERS/SELLERS	
	-In some cases, expenditures involving the purchase, service, repair, modification, or calibration of equipment, can only be performed by the manufacturer of the equipment. The purchase of some items which aremay only be available to be purchased from an authorized or regional dealer/seller.	
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4.5	TECHNICAL NATURE OF ITEM	
	-In instances where the City has existing software, machinery or other technical equipment, the department is not required to <u>make a purchase that would</u> -something incompatible <u>be</u> incompatible with what the City_already has in place. It is impractical to purchase something that would not be attuned to material already in place.	Formatted: Indent: First line: 0"
4.6	JOINT PURCHASING PROGRAM (COOPERATIVES)	
	-Cooperative purchasing between the City of Crest Hill and the State of Illinois, other local- governments, local and national cooperatives such as South Suburban Mayors and Managers Association (SSMMA) or the Suburban Purchasing Cooperative (SPC) and Sourcewell <i>-formerly National Joint Powers Alliance</i> , or arrangements with other organizations can result in significant savings on the purchase price of many items.	Formatted: Indent: First line: 0"
	Department Heads are responsible for analyzing the desirability of taking advantage of of the benefits of using cooperative purchasing arrangements. Based on their analysis, the Department Heads should make a purchasing and making recommendations to the City Administrator. Department Heads should research cooperative purchasing arrangements to ensure that competitive prices have been obtained.	
4.7	VENDORS CURRENTLY UNDER CONTRACT	
	Vendors who are currently under contract or that who serve as the City's designated vendor	Formatted: Font: Not Bold

Vendors who are currently under contract or that who serve as the City's designated vendor for system maintenance activities can be used for multiple projects if the City will receive a cost savings for the combined projects. An example would be if the City were to use(for

example: cost saving in utilizing the same vendor whothat installs the building security system to install additional equipment at the building).

#### 4.8 PURCHASES BETWEEN \$5,000 AND \$20,000-

**4.8** There are occasions when past use of known vendors expedites the purchasinge process. These expedited purchases increase City operation efficiency. The City Administrator or designee is authorized to waive the three quotes requirement when it is determined the City can quickly and effectively correct a problem or purchase an item.

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#### **SECTION 5 - DOCUMENTATION**

#### 5.1 CONTRACT SUBMISSION AND REVIEW

-Contracts for goods or services less than \$20,000 must be reviewed by the City-Administrator and may be reviewed by the City Attorney as determined by the City Administrator. Contracts for goods or services equal to or exceeding \$20,000 must be approved by the City Administrator and City Attorney, (if requested by the City Administrator), before submission to the City Council for consideration. Contracts resulting from competitive bidding may be submitted to the City Council for bid acceptance, contingent upon final contract approval by the City Administrator and City Attorney.

#### 5.2 CONTRACT SIGNATURES.

The City Administrator or designee will sign approved contracts between \$1,000 and Format \$20,000. Department Heads or designees will sign contracts for less than \$5,000. The Mayor will sign contracts over \$20,000 as approved by the City Council.

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## **RESOLUTION NO.**

## A RESOLUTION AMENDING THE PURCHASING POLICY FOR THE CITY OF CREST HILL

WHEREAS, the City of Crest Hill seeks to provide an effective and efficient guide for the City employees to requisition and purchase goods and services used within the scope of their employment; and

WHEREAS, the Corporate Authorities of the City of Crest Hill have previously adopted a Purchasing Policy which has from time to time been amended due to the growth of the City and other needs; and

WHEREAS, for such purposes Corporate Authorities deem it in the best interests of the City to Amend its previously adopted Purchasing Policy as attached hereto and incorporated herein as "Exhibit A."

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

- SECTION 1: PREAMBLE: The recitals set forth above are found to be true and incorporated herein and made part hereof.
- SECTION 2: APPROVAL TO AMEND: The Purchasing Policy as attached hereto and incorporated herein as "Exhibit A" is hereby adopted by the City of Crest Hill as the official policy of the City relative to purchases.
- SECTION 3: REPEALER: All ordinances, resolutions or parts or ordinances or resolutions conflicting with any of the provisions of this Resolution shall be and the same are hereby repealed.
- SECTION 4: EFFECTIVE DATE: This Resolution shall take effect immediately upon its passage and approval as provided by law.

RESOLVED THIS 19th DAY OF JUNE, 2023.

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

Christine Vershay-Hall, City Clerk

APPROVED THIS 19<sup>TH</sup> DAY OF JUNE, 2023.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

**City Council Agenda Memo** 

Crest Hill, IL



Meeting Date:	June 19, 2023
Submitter:	Lisa Banovetz, Director of Finance / Glen Conklin, Treasurer
Department:	Treasurer's Office
Agenda Item:	Approval for two insurance appraisal proposals from Kroll.

**Summary:** The City is a member of the Southwest Agency for Risk Management (SWARM) which manages property and casualty insurance for the municipalities who are members of this group.

During Fiscal Year 2023, SWARM discussed having each municipality obtain a recent insurance appraisal for their respective property and equipment which would be used for insurance purposes. During a quarterly meeting of the SWARM board, the board members voted unanimously to retain Kroll to perform the property insurance appraisals for all SWARM members.

Kroll offered an option to all members for an additional proposal for a comprehensive inventory of all each municipality's fixed assets which would be used to track items purchased that had a value that exceeded \$1,000. The City has established a capitalization threshold of \$10,000 for infrastructure improvements, \$5,000 for land improvements, buildings, and water and sewer systems, and \$1,000 for equipment.

The City is asking City Council to consider two proposals that were provided to the City by Kroll. A summary of those proposals is included below.

The first Kroll proposal is to provide a property insurance appraisal for the City's use in connection with its internal analysis of its insurance needs and financial reporting as of June 30, 2023 for \$15,925. The scope of this proposal includes:

- Property insurance valuation of the replacement cost of the insured assets
- Building inspection and appraisal services
- Independent determination of construction, occupancy, protection, and exposure
- Appraisal of building contents
- Inventory and appraisal of major machinery and equipment

The City budgeted \$20,000 for this service for Fiscal Year 2023~2024 and the proposal is estimated to be \$15,925 for this service.

The second Kroll proposal is to provide updated fixed asset accounting records for internal accounting control and financial reporting as of June 30, 2023 for \$28,000. The scope of this proposal includes:

• Inventory, reconciling and reporting the historical cost of the City's identified fixed assets

The City believes that this process will strengthen its internal accounting controls over the fixed assets that are purchased with City funds and will help track purchases of items and where those items are being stored within the City.

The City spoke with its external auditor, WRDR, who expressed the additional comprehensive fixed asset inventory would be a wise investment for the City as it would track all capitalized items and would add accountability to track items that were purchased with City funds.

The City did not budget for this additional proposal as the costs associated with this service were unknown at the time the budget was completed. The first SWARM insurance proposal is \$4,075 less than what was budgeted for this service. If the City were to complete both proposals, the City would use the excess from the first proposal and the remaining \$23,925 would be expended from the City's General Fund from its \$100,000 contracted services contingency budget for Fiscal Year 2023~2024.

**Recommended Council Action:** Approval for two insurance contracts from Kroll below (A and B). as discussed at the June 19<sup>th,</sup> 2023 regular City Council meeting:

- (A) A motion to approve a Kroll property insurance appraisal for the City's use in connection with its internal analysis of its insurance needs and financial reporting as of June 30, 2023 for \$15,925.
- (B) A motion to approve a Kroll contract to provide updated fixed asset accounting records for internal accounting control and financial reporting as of June 30, 2023 for \$28,000.

## **Financial Impact:**

Funding Source: General Fund.

<b>Budgeted Amount:</b>	\$20,000 for the first Kroll proposal of \$15,925
	\$0 for the second Kroll proposal of \$28,000
Cost:	\$15,925 for the first Kroll Proposal
	\$28,000 for the second Kroll proposal which would be funded from the City's contingency for contracted services

Attachments

- Kroll property insurance appraisal for the City's use in connection with its internal analysis of its insurance needs and financial reporting as of 6-30-2023 for \$15,925.pdf
- Kroll proposal to provide updated fixed asset accounting records for internal accounting control and financial reporting as of 6-30-23 for \$28,000.pdf

# KRC

May 30, 2023

Ms. Lisa Banovetz, CPA, MBA Director of Finance City of Crest Hill 20600 City Center Blvd Crest Hill, IL 60403

Dear Ms. Banovetz:

Kroll, LLC ("Kroll"), will provide the City of Crest Hill ("the City") the consulting services described within this agreement ("Agreement").

## Purpose of the Engagement

The purpose of this engagement is to provide the City updated fixed asset accounting records for internal accounting control and financial reporting as of June 30, 2023.

# **Engagement Scope**

We will inventory, reconcile, and report the historical cost of the City's identified fixed assets.

## **Description of Identified Fixed Assets**

The identified fixed assets are located at various sites as identified by the City in the Property Schedule (Exhibit B).

These asset classifications will be included in the engagement:

1) Machinery and equipment

Assets not identified above will be excluded from the engagement.

If requested, fixed assets not inventoried by us may be segregated and incorporated into our report based on information supplied by the City.

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We will work with the City during the engagement to further refine the scope of identified fixed assets to be included in the engagement, if applicable. Depending on the nature and extent of changes in the scope of the engagement we may need to revise our fee.

## **Definition of Historical Cost**

Historical cost is defined by Generally Accepted Accounting Principles as the amount of cash, or its equivalent, paid to acquire an asset.

## Scope of Work

We anticipate this engagement will include the following:

## **Machinery and Equipment**

We will inspect the City's locations identified in the Property Schedule to inventory machinery and equipment with a unit cost over \$ 1,000, and apply a barcode tag.

# **Terms and Conditions**

This Agreement is subject to and incorporates the Terms and Conditions attached as Exhibit A.

## Fee

The fee is \$28,000, including expenses, and will be invoiced as follows:

- 30% of fee upon authorization of the engagement
- Progress billing as time is charged and expenses are incurred

This fee includes issuing the deliverables below and responding to customary questions from the City and its auditor or advisors. Additional fee will be required for an increase in engagement scope or involvement in subsequent reviews beyond the customary work effort.

The City may cancel this engagement at any time and will only be obligated for fees and expenses incurred. Our fee is not contingent on our deliverable or any subsequent event related to it.

# Timing and Deliverables

This engagement will require cooperation, access, and timely receipt of requested information from management of the City. After this Agreement is signed and all requested information is received, we will begin our analyses and provide our Final report within 4-6 weeks after site inspection completion.

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The report will be provided in electronic format and will present our conclusions and related narrative discussion of the supporting analyses and assumptions, along with appropriate exhibits. Additional relevant information and analyses considered will be retained in our work files.

# Conclusion

We appreciate the opportunity to serve the City. To authorize, please sign below and return the full executed copy to michael.domin@kroll.com. This Agreement shall remain valid for signature for 30 days. Please contact me at 630 841 7948 with any questions.

Sincerely,

\_ ()

Michael Domin Managing Director Kroll, LLC

**Client of Record:** City of Crest Hill

Signature:	
Name:	
Title:	
Date:	

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## **Exhibit A – Terms and Conditions**

**Entire Agreement** – This is the entire Agreement between Kroll and the City and supersedes any prior oral or written agreements. This Agreement may only be modified in writing signed by both parties. Any purchase order covering this engagement is only for the City's internal needs and shall not modify this Agreement.

**Fees** – Kroll's invoices are payable upon receipt. If payment of any invoice is not received within 45 days of the invoice date, Kroll shall be entitled, without prejudice to any other rights that it may have, to suspend services until all sums due are paid in full. In the event that Kroll is required to initiate a lawsuit or hire attorneys to collect any past due amounts, in addition to any other rights and remedies available, it shall be entitled to reimbursement of attorneys' fees and other costs of collection.

**Limited Use and Reliance** – The City is the sole intended user of Kroll's report or other work product. The City may disclose an informational copy of the report or other work product to its audit, tax, legal, or insurance professionals acting in an advisory capacity in connection with the purpose of this engagement. No third party shall have the right of reliance on the report, and neither receipt nor possession of the report by any third party shall create any express or implied third-party beneficiary rights.

**Confidentiality** – Kroll shall maintain the confidentiality of the City's information and will not disclose or use it for any purpose other than in connection with this engagement. This excludes information (i) available to the public, (ii) already in Kroll's possession, or (iii) received from a party having no confidentiality obligation to the City. Kroll may include the City's name and logo in its client list.

**Engagement Limits** – Kroll's work may only be used for the specific purpose or premise of value stated in this Agreement and the work product. The City shall not reference Kroll or its work in any public filing or other materials distributed to actual or prospective shareholders, investors, financing parties, or similar third parties without Kroll's prior written consent.

**Independent Contractor** – Kroll shall perform as an independent contractor, with no authority to bind or obligate the City in any way.

**Information Provided by the City** – Kroll will not independently verify information provided by the City, its advisors, or third parties acting at the City's direction. Kroll will assume and rely on the accuracy and completeness of all such information.

**Retention** – All files, documents, and work papers received, created, or developed during the engagement will be retained for professional recordkeeping and legal/regulatory compliance purposes, all in accordance with Kroll's document retention policy. If required by applicable law to disclose any of the documents, Kroll will, unless legally prohibited, notify the City so it may seek a protective order at its discretion.

**Indemnification** – The City shall indemnify and hold harmless Kroll and its affiliates, including each of their respective employees, from and against any and all liabilities, losses, costs, and reasonable expenses, including, but not limited to, reasonable legal fees and expenses and billable hours of client service personnel, which are (i) incurred in responding to subpoenas, discovery, or other similar inquiries associated with or arising from the engagement or (ii) arising from or relating to third-party claims based

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on reliance or purported reliance on Kroll's work product or other alleged loss or damage caused to or alleged by any nonclient entity arising from unauthorized access to or reliance upon Kroll's work product. The foregoing indemnification obligations shall not apply in the event that a court of competent jurisdiction finally determines that such claims resulted directly from the gross negligence, willful misconduct, or fraudulent acts of Kroll.

**Limitation of Liability** – In no event shall Kroll be liable to the City (or any person claiming through the City) under this Agreement, under any legal theory, for any amount in excess of the total professional fees paid by the City to Kroll in connection with this engagement, except to the extent such liability is directly caused by Kroll's gross negligence, fraud, or willful misconduct. The foregoing limitation of liability shall not apply to liabilities that arise from personal injury or property damage resulting primarily from Kroll's negligence or willful misconduct. In no event shall Kroll be liable to the City for any consequential, indirect, lost profit, or similar damages relating to or arising from this engagement.

**Environmental Policy** – Kroll will not investigate, nor assume responsibility for, the existence or impact of any contamination or hazardous substance related to property or assets associated with this engagement.

**Governing Law** – This Agreement is governed by and construed in accordance with the laws of the State of New York.

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Location			Year			Repl	acement Cost			Total
Number	Description	Address	Built	Construction	Sq. Ft.		Building	Contents	b	y Location
5.4	Aeration Tanks Throughout	1631 Gaylord Rd. West Pl	1969			\$	-	\$ 206,275	\$	206,275
13.1	Scada System	could be inside control tow	ers			\$	-	\$ -	\$	-
19.1	East Treatment Plant-Outdoor Pro	2250 Broadway	2013			\$	-	\$ -	\$	163,650
17.1	Valve Station	Durness Court	2001	Concrete	20	\$	2,626	\$ 26,122	\$	28,748
18.1	Valve Station	Root Street	2001	Concrete	20	\$	2,626	\$ 30,254	\$	32,880
16.1	Stateville Meter Pit	Broadway	2001	Concrete	20	\$	6,649	\$ 19,275	\$	25,924
1.2	Radio Tower - 145 ft.	1610 Plainfield Rd.	1975	Steel		\$	10,730	\$ 5,380	\$	16,110
19.24	Sludge Loading Station	2250 Broadway	2013			\$	12,000	\$ -	\$	17,000
19.31	Chlorinators	2250 Broadway	2015	Masonry	51	\$	17,667	\$ 5,100	\$	22,767
19.32	SO2 Building	2250 Broadway	2015	Masonry	51	\$	17,667	\$ 5,350	\$	23,017
5.14	Return Sludge Pump	1631 Gaylord Rd. West Pl	1969			\$	19,000	\$ -	\$	19,000
19.35	Draw-Off-Chamber #1	2250 Broadway	1988	Non-Combustible		\$	19,489	\$ 5,600	\$	25,089
19.37	Draw-Off-Chamber #2	2250 Broadway	1988	Non-Combustible		\$	19,497	\$ 5,600	\$	25,097
19.39	Draw-Off-Chamber #3	2250 Broadway	1988	Non-Combustible		\$	19,497	\$ 5,600	\$	25,097
19.41	Draw-Off-Chamber #4	2250 Broadway	1988	Non-Combustible		\$	19,497	\$ 5,600	\$	25,097
	Distribution Box									
5.7	splitter - directional devise	1631 Gaylord Rd. West Pl	1969	concrete		\$	19,708	\$ -	\$	19,708
19.33	Splitter Box	2250 Broadway	1988	Frame	97	\$	22,917	\$ 10,025	\$	32,942
5.15	Sludge Thickener - machinery	1631 Gaylord Rd. West Pl	1969			\$	36,960	\$ 81,100	\$	118,060
11.1	Lift Station	2404 Plum St	1998	concrete & Steel		\$	37,226	\$ 28,000	\$	65,226
21.1	Diversion Valve	Canton Farm Rd.	2009	Non-Combustible		\$	38,451	\$ 58,450	\$	100,001
19.1	Final Effluent Metering Building	2250 Broadway	2013			\$	43,829	\$ 8,200	\$	52,029
19.27	Exesting Headworks Bldg.	2250 Broadway	2013	Masonry	930	\$	50,000	\$ -	\$	60,000
19.28	Final Clarifier Low Diversion Box	2250 Broadway	2013			\$	52,000	\$ -	\$	52,000
15.1	Well House #4	2333 Parkrose	2003	Concrete	725	\$	61,251	\$ 436,800	\$	502,263
19.17	Excess Flow Effluent Metering Stru	2250 Broadway	2013			\$	65,449	\$ 1,700	\$	67,149
12.1	Lift Station - Carrilon Lakes	Buckner Pond Way & Spri	2000	masonry		\$	67,052	\$ 59,475	\$	126,527
19.45	Transfer Station	2250 Broadway	1995	Frame	1440	\$	70,372	\$ 5,000	\$	75,372
19.14	Excess Flow Clarifier Flow Division	2250 Broadway	2013			\$	70,508	\$ 9,075	\$	79,583
19.13	Excess Flow Influent Metering Stru	2250 Broadway	2013			\$	74,298	\$ 12,500	\$	86,798
19.26	Electrical Building	2250 Broadway	2013	Masonry	264	\$	75,507	\$ 100,000	\$	175,507

Location			Year			Rep	lacem ent Cost			Total
Number	Description	Address	Built	Construction	Sq. Ft.		Building	Contents	b	y Location
6.1	Radio Equipment	Throughout City				\$	80,000	\$ 49,661	\$	179,911
3.1	Well House #7 and PW Building	808 Elrose Court	2017	Pre-Cast	400	\$	91,567	\$ 47,970	\$	274,112
19.11	Chlorene/Dechlorene Bldg.	2250 Broadway	2013	Concrete	160	\$	100,000	\$ 59,000	\$	199,000
19.19	RAS Pumping Station	2250 Broadway	2013			\$	101,745	\$ 67,800	\$	169,545
7.3	Deep Well	2401 Waterford	1996			\$	102,000	\$ -	\$	102,000
14.3	Deep Well	611 Chaney Ave.	1964	Masonry	300	\$	102,000	\$ -	\$	102,000
8.1	Well House #9	21215 Division St.	2000	Masonry	960	\$	102,053	\$ 566,400	\$	673,753
10.1	Well House #11	20025 Division St	2002	Masonry	960	\$	102,053	\$ 403,975	\$	596,653
19.23	Sludge Pump Building #1	2250 Broadway	2013	Masonry	513	\$	102,178	\$ 48,000	\$	150,178
5.8	Final Clarifier #1	1631 Gaylord Rd. West Pl	1969	concrete		\$	107,575	\$ 117,900	\$	225,475
5.9	Final Clarifier #2	1631 Gaylord Rd. West Pl	1969	concrete		\$	107,575	\$ 117,900	\$	225,475
1.3	Sign room city hall	1610 Plainfield Rd.	1980	Masonry	413	\$	111,522	\$ -	\$	111,522
19.15	Excess Flow Cholorination Bldg.	2250 Broadway	2013	Masonry	482	\$	112,878	\$ 94,700	\$	207,578
19.16	Excess Flow Clarifiers #1, #2 and	2250 Broadway	2013			\$	118,000	\$ 400,000	\$	548,000
14.2	Well House #1	611 Chaney Ave.	2016	Masonry	360	\$	121,897	\$ 32,290	\$	154,187
3.2	Deep Well	808 Elrose Court	2017			\$	123,420	\$ -	\$	123,420
15.2	Deep Well	2333 Parkrose	2003			\$	128,800	\$ -	\$	128,800
8.3	Deep Well	21215 Division St.	2000			\$	138,460	\$ -	\$	138,460
10.2	Deep Well	20025 Division St	2002			\$	138,460	\$ -	\$	138,460
9.2	Deep Well	861 Caton Farm	2002	Masonry		\$	149,500	\$ -	\$	149,500
7.1	Well House #8	2401 Waterford	1997	Masonry	909	\$	150,017	\$ 455,500	\$	605,517
5.1	Final Clarifier #3	1631 Gaylord Rd. West Pl	1969	concrete		\$	153,022	\$ 128,975	\$	281,997
5.11	Final Clarifier #4	1631 Gaylord Rd. West Pl	1969	concrete		\$	153,022	\$ 128,975	\$	281,997
9.1	Well House #10 Pressure adjusting	861 Caton Farm	2002	Masonry	1779	\$	156,013	\$ 547,925	\$	703,938
19.46	Grit Building	2250 Broadway	2013	Masonry	674	\$	159,374	\$ 490,724	\$	650,098
5.5	Primary Clarifier	1631 Gaylord Rd. West Pl	1969			\$	174,858	\$ 184,250	\$	359,108
4.1	SaltShed	2350 Broadway St	2001	Concrete/Wood	2880	\$	180,669	\$ -	\$	180,669
19.44	Sludge Storage #3	2250 Broadway	1995	Non-Combustible		\$	187,891	\$ -	\$	187,891
19.30	Digester Controls	2250 Broadway	1988	Masonry	614	\$	210,437	\$ 344,150	\$	554,587
5.6	Excess Flow Clarifier - tank	1631 Gaylord Rd. West Pl	1969	concrete		\$	211,042	\$ 184,250	\$	395,292
19.12	Chlorine Contact Tank	2250 Broadway	2013			\$	227,242	\$ 700	\$	227,942
19.7	Grit Tank	2250 Broadway	2013	Concrete Masonry	650	\$	234,679	\$ 17,218	\$	251,897
19.29	Storage	2250 Broadway	1988	Masonry	1627	\$	243,856	\$ -	\$	243,856
19.34	Primary Clarifier	2250 Broadway	1988	Non-Combustible		\$	248,018	\$ 214,900	\$	462,918
19.36	Clarifier	2250 Broadway	1988	Non-Combustible		\$	255,334	\$ 268,600	\$	523,934
19.38	Clarifier	2250 Broadway	1988	Non-Combustible		\$	255,334	\$ 214,900	\$	470,234
19.6	Raw Sewage Pump Station	2250 Broadway	2013			\$	289,104	\$ 311,150	\$	600,254

Location			Year			Rep	olacement Cost				Total
Number	Description	Address	Built	Construction	Sq. Ft.		Building		Contents		by Location
19.18	NPW Building	2250 Broadway	2013	Masonry	506	\$	290,561	\$	139,825	\$	430,386
19.4	Control Building	2250 Broadway	2013	Masonry	1632	\$	296,824	\$	2,809,125	\$	3,108,949
19.25	Sludge Pump Building #2, SST #2	2250 Broadway	2013	Concrete	1228	\$	300,000	\$	139,825	\$	512,825
19.40	Clarifier	2250 Broadway	1988	Non-Combustible		\$	351,804	\$	268,550	\$	620,354
19.42	Sludge Storage #1	2250 Broadway	1988	Non-Combustible		\$	380,683	\$	-	\$	380,683
19.43	Sludge Storage #2	2250 Broadway	1988	Non-Combustible		\$	380,813	\$	-	\$	380,813
19.5	Screen Building	2250 Broadway	2013	Masonry	1450	\$	401,054	\$	572,000	\$	973,054
19.3	Maintenance Garge	2250 Broadway	2013	Prefab Metal	4300	\$	416,430	\$	59,925	\$	476,355
19.21	Aerobic Digester 1 - 4	2250 Broadway	2013			\$	453,138	\$	88,868	\$	542,006
3.3	Storage	808 Elrose Court	2017	Masonry	6864	\$	467,546	\$	190,250	\$	657,796
20.2	Salt Dome	2090 Oakland Ave.	2020	Concrete/Steel	1400	\$	500,000	\$	-	\$	500,000
19.2	Thickner Building	2250 Broadway	2013	Masonry	2508	\$	504,374	\$	705,310	\$	1,209,684
5.13	Digester Building - 2 tank system u	1631 Gaylord Rd. West Pl	1969	concrete	2480	\$	512,796	\$	1,185,625	\$	1,698,421
19.22	Sludge Storage Ta #1	2250 Broadway	2013	Prefab Metal		\$	518,000	\$	128,000	\$	646,000
5.2	Aeration Tanks 1 - 4	1631 Gaylord Rd. West Pl	1969			\$	528,471	\$	-	\$	528,471
5.3	Aeration Tanks 5 - 8	1631 Gaylord Rd. West Pl	1969			\$	528,471	\$	-	\$	528,471
5.1	Control Building	1631 Gaylord Rd. West Pl	1968	Masonry	3947	\$	600,091	\$3	31,710,000	\$3	32,379,891
19.2	Administration Building	2250 Broadway	2013	Frame & Masonry	3168	\$	725,908	\$	49,050	\$	850,458
5.12	Tertiary Filter	1631 Gaylord Rd. West Pl	1969	Concrete	6400	\$	790,210	\$	611,625	\$	1,401,835
19.9	Final Clarifiers #1 & #2	2250 Broadway	2013			\$	924,728	\$	537,200	\$	1,461,928
7.2	Elevated Water Tank 300,000 Gal	2401 Waterford	1968	Steel		\$	1,000,450	\$	-	\$	1,017,950
14.1	Elevated Water Tank 300,000 GA	611 Chaney Ave.	1964	Steel		\$	1,000,450	\$	-	\$	1,081,200
2.1	Well House #1	2010 Oakland Ave.	2016	Pre-Cast	400	\$	1,300,000	\$	-	\$	1,307,800
19.8	Oxidation Ditch	2250 Broadway	2013			\$	1,486,599	\$	526,246	\$	2,012,845
8.2	Water Tank - 1.5M Gal.	21215 Division St.	2000	Steel		\$	1,969,450	\$	-	\$	1,969,450
1.1	City Hall/PD/PW	1610 Plainfield Rd.	1948	Masonry	34,234	\$	4,837,270	\$	737,850	\$	6,962,807
20.1	Public Works Facility	2090 Oakland Ave.	2020	Prefab Metal	44,537	\$	9,000,000	\$	142,000	\$	9,197,200
						\$	37,150,189	\$4	47,229,568	\$8	86,686,706

Location			Year			Rep	lacement Cost				Total
Number	Description	Address	Built	Construction	Sq. Ft.		Building		Contents	b	y Location
6.1	Radio Equipment	Throughout City				\$	80,000	\$	49,661	\$	179,911
3.1	Well House #7 and PW Building	808 Elrose Court	2017	Pre-Cast	400	\$	91,567	\$	47,970	\$	274,112
19.11	Chlorene/Dechlorene Bldg.	2250 Broadway	2013	Concrete	160	\$	100,000	\$	59,000	\$	199,000
19.19	RAS Pumping Station	2250 Broadway	2013			\$	101,745	\$	67,800	\$	169,545
7.3	Deep Well	2401 Waterford	1996			\$	102,000	\$	-	\$	102,000
14.3	Deep Well	611 Chaney Ave.	1964	Masonry	300	\$	102,000	\$	-	\$	102,000
8.1	Well House #9	21215 Division St.	2000	Masonry	960	\$	102,053	\$	566,400	\$	673,753
10.1	Well House #11	20025 Division St	2002	Masonry	960	\$	102,053	\$	403,975	\$	596,653
19.23	Sludge Pump Building #1	2250 Broadway	2013	Masonry	513	\$	102,178	\$	48,000	\$	150,178
5.8	Final Clarifier #1	1631 Gaylord Rd. West Pl	1969	concrete		\$	107,575	\$	117,900	\$	225,47
5.9	Final Clarifier #2	1631 Gaylord Rd. West Pl	1969	concrete		\$	107,575	\$	117,900	\$	225,47
1.3	Sign room city hall	1610 Plainfield Rd.	1980	Masonry	413	\$	111,522	\$	-	\$	111,522
19.15	Excess Flow Cholorination Bldg.	2250 Broadway	2013	Masonry	482	\$	112,878	\$	94,700	\$	207,57
19.16	Excess Flow Clarifiers #1, #2 and	2250 Broadway	2013			\$	118,000	\$	400,000	\$	548,00
14.2	Well House #1	611 Chaney Ave.	2016	Masonry	360	\$	121,897	\$	32,290	\$	154,18
3.2	Deep Well	808 Elrose Court	2017			\$	123,420	\$	-	\$	123,42
15.2	Deep Well	2333 Parkrose	2003			\$	128,800	\$	-	\$	128,80
8.3	Deep Well	21215 Division St.	2000			\$	138,460	\$	-	\$	138,46
10.2	Deep Well	20025 Division St	2002			\$	138,460	\$	-	\$	138,46
9.2	Deep Well	861 Caton Farm	2002	Masonry		\$	149,500	\$	-	\$	149,50
7.1	Well House #8	2401 Waterford	1997	Masonry	909	\$	150,017	\$	455,500	\$	605,51
5.1	Final Clarifier #3	1631 Gaylord Rd. West Pl	1969	concrete		\$	153,022	\$	128,975	\$	281,99
5.11	Final Clarifier #4	1631 Gaylord Rd. West Pl	1969	concrete		\$	153,022	\$	128,975	\$	281,99
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19.46	Grit Building	2250 Broadway	2013	Masonry	674	\$	159,374	\$	490,724	\$	650,09
5.5	Primary Clarifier	1631 Gaylord Rd. West Pl	1969			\$	174,858	\$	184,250	\$	359,10
4.1	SaltShed	2350 Broadway St	2001	Concrete/Wood	2880	\$	180,669	\$	-	\$	180,66
19.44	Sludge Storage #3	2250 Broadway	1995	Non-Combustible		\$	187,891	\$	-	\$	187,89
19.30	Digester Controls	2250 Broadway	1988	Masonry	614	\$	210,437	\$	344,150	\$	554,58
5.6	Excess Flow Clarifier - tank	, 1631 Gaylord Rd. West Pl	1969	concrete		\$	211,042	\$	184,250	\$	395,29
19.12	Chlorine Contact Tank	2250 Broadway	2013			\$	227,242	\$	700	\$	227,94
19.7	Grit Tank	2250 Broadway	2013	Concrete Masonry	650	\$	234,679	\$	17,218	\$	251,89
19.29	Storage	2250 Broadway	1988	Masonry	1627	\$	243,856	\$	-	Ś	243,85
19.34	Primary Clarifier	2250 Broadway		Non-Combustible		\$	248,018	\$	214,900	ŝ	462,91
19.36	Clarifier	2250 Broadway		Non-Combustible		\$	255,334	Ś	268,600	ŝ	523,93
19.38	Clarifier	2250 Broadway		Non-Combustible		Ś	255,334	Ś	214,900	ŝ	470,23
19.6	Raw Sewage Pump Station	2250 Broadway	2013			Ś	289,104	Ś	311,150	ŝ	600,25

Location			Year			Rep	lacement Cost				Total
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19.4	Control Building	2250 Broadway	2013	Masonry	1632	\$	296,824	\$	2,809,125	\$	3,108,949
19.25	Sludge Pump Building #2, SST #2	2250 Broadway	2013	Concrete	1228	\$	300,000	\$	139,825	\$	512,825
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19.42	Sludge Storage #1	2250 Broadway	1988	Non-Combustible		\$	380,683	\$	-	\$	380,683
19.43	Sludge Storage #2	2250 Broadway	1988	Non-Combustible		\$	380,813	\$	-	\$	380,813
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19.3	Maintenance Garge	2250 Broadway	2013	Prefab Metal	4300	\$	416,430	\$	59,925	\$	476,355
19.21	Aerobic Digester 1 - 4	2250 Broadway	2013			\$	453,138	\$	88,868	\$	542,006
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19.2	Thickner Building	2250 Broadway	2013	Masonry	2508	\$	504,374	\$	705,310	\$	1,209,684
5.13	Digester Building - 2 tank system u	1631 Gaylord Rd. West Pl	1969	concrete	2480	\$	512,796	\$	1,185,625	\$	1,698,421
19.22	Sludge Storage Ta #1	2250 Broadway	2013	Prefab Metal		\$	518,000	\$	128,000	\$	646,000
5.2	Aeration Tanks 1 - 4	1631 Gaylord Rd. West Pl	1969			\$	528,471	\$	-	\$	528,471
5.3	Aeration Tanks 5 - 8	1631 Gaylord Rd. West Pl	1969			\$	528,471	\$	-	\$	528,471
5.1	Control Building	1631 Gaylord Rd. West Pl	1968	Masonry	3947	\$	600,091	\$ 3	31,710,000	\$3	32,379,891
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19.9	Final Clarifiers #1 & #2	2250 Broadway	2013			\$	924,728	\$	537,200	\$	1,461,928
7.2	Elevated Water Tank 300,000 Gal	2401 Waterford	1968	Steel		\$	1,000,450	\$	-	\$	1,017,950
14.1	Elevated Water Tank 300,000 GA	611 Chaney Ave.	1964	Steel		\$	1,000,450	\$	-	\$	1,081,200
2.1	Well House #1	2010 Oakland Ave.	2016	Pre-Cast	400	\$	1,300,000	\$	-	\$	1,307,800
19.8	Oxidation Ditch	2250 Broadway	2013			\$	1,486,599	\$	526,246	\$	2,012,845
8.2	Water Tank - 1.5M Gal.	21215 Division St.	2000	Steel		\$	1,969,450	\$	-	\$	1,969,450
1.1	City Hall/PD/PW	1610 Plainfield Rd.	1948	Masonry	34,234	\$	4,837,270	\$	737,850	\$	6,962,807
20.1	Public Works Facility	2090 Oakland Ave.	2020	Prefab Metal	44,537	\$	9,000,000	\$	142,000	\$	9,197,200
						\$3	37,150,189	\$4	47,229,568	\$8	36,686,706

# KR

May 30, 2023

Ms. Lisa Banovetz CPA, MBA Director of Finance City of Crest Hill 20600 City Center Blvd Crest Hill, IL 60403

Dear Ms. Banovetz:

Kroll, LLC ("Kroll"), will provide the City of Crest Hill ("the City") the appraisal services described within this agreement ("Agreement").

# **Purpose of the Engagement**

The purpose of this engagement is to provide the City a property insurance appraisal for the City's use in connection with its internal analysis of its insurance needs with respect to the identified property. Our analysis will be dated as of the last day of our site inspection. Our opinion is intended to assist the City in making informed business decisions; it is not a recommendation. Any decisions relating to insurance coverage shall remain the City's responsibility and be made solely at its discretion.

# **Engagement Scope**

We will research and report the insurable value (our "Opinion") of certain City property.

# **Description of Identified Property**

The property is located at various sites as identified by the City in the Property Schedule (Exhibit B).

These property classifications will be included in the engagement:

- 1) Buildings
- 2) Personal property

Assets not identified above will be excluded from the engagement.

If the City's insurance policy excludes coverage of specific property classifications, in part or whole, the City should notify us in writing prior to beginning the engagement if those assets should be excluded.

We will work with the City during the engagement to further refine the scope of the identified property to be included in the engagement, if applicable. Depending on the nature and extent of changes in the scope of the engagement we may need to revise our fee.

## **Definition of Insurable Value**

We will develop our opinion of insurable value as the replacement cost value (RCV), defined as the estimated amount required to reproduce a property entirely at one time, in like kind and quality, in accordance with current market prices for labor, materials, and manufactured equipment; contractors' overhead and profit; and fees, but without provisions for overtime, bonuses for labor, or premiums for materials and equipment.

In estimating insurable value, we will allow for national building codes; however, we will not consider any construction codes imposed by state or local municipalities, ordinances, or other legal restrictions, nor will we consider the cost of demolition in connection with reconstruction or the cost of removal of destroyed property.

## Valuation Methodology

Our appraisal will rely solely on the cost approach because the market and income approaches are not applicable for the purpose of this engagement.

# Scope of Work

We anticipate this engagement will include the following:

## Buildings

We will utilize a full-scope segregated cost approach including an inspection of each building to identify construction data that will be used in the valuation process. During inspection of the premises, we will calculate each building's area and perimeter by measuring the structure, through an analysis of the as-built blueprints, or from other verified sources; identify and record data of the major construction components (type of structure, walls, roof, etc.); determine the construction class; record data of major service systems (electrical, plumbing, security, elevators, heating, ventilation, cooling, etc.); photograph the building; and record the GPS coordinates. The insurable value of each building and the related construction, occupancy, protection, and exposure data obtained during the inspection will be reported on an itemized basis.

## **Personal Property**

We will develop an opinion of the insurable value of personal property through use of a modeling approach, which relies on our proprietary database containing data from thousands of detailed equipment inventories we have performed. The model develops the insurable value of each building's personal property on the basis of building occupancy and square footage. The model can be altered to account for above- or below-

average density of personal property. A single insurable value will be reported for each building's personal property.

# **Terms and Conditions**

This Agreement is subject to and incorporates the Terms and Conditions attached as Exhibit A.

## Fee

The fee is \$175 per building or approximately \$15,925 based on the scheduled provide. Our fee is including expenses, and will be invoiced as follows:

- 30% of fee upon authorization of the engagement
- Progress billing as time is charged and expenses are incurred

This fee includes issuing the deliverables below and responding to customary questions from the City and its insurance brokers or advisors. Additional fee will be required for an increase in engagement scope or involvement in subsequent reviews beyond the customary work effort.

The City may cancel this engagement at any time and will only be obligated for fees and expenses incurred. Our fee is not contingent on our Opinion or any subsequent event related to it.

# Timing and Deliverables

This engagement will require cooperation, access, and timely receipt of requested information from management of the City. After this Agreement is signed and all requested information is received, we will begin our analyses and provide our Final report within 4-6 weeks after completion of our site inspections.

The report will be provided in electronic format and will present our Opinion and related narrative discussion of the supporting analyses and assumptions, along with appropriate exhibits. Additional relevant information and analyses considered in our Opinion will be retained in our work files.

# Conclusion

We appreciate the opportunity to serve the City. To authorize, please sign below and return the full executed copy to michael.domin@kroll.com. This Agreement shall remain valid for signature for 30 days. Please contact me at 630 841 7948 with any questions.

Sincerely,

- Q

Michael Domin Managing Director Kroll, LLC

## Client of Record:

City of Crest Hill

Signature:	
Name:	
Title:	
Date:	

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## **Exhibit A – Terms and Conditions**

**Entire Agreement** – This is the entire Agreement between Kroll and the City and supersedes any prior oral or written agreements. This Agreement may only be modified in writing signed by both parties. Any purchase order covering this engagement is only for the City's internal needs and shall not modify this Agreement.

**Fees** – Kroll's invoices are payable upon receipt. If payment of any invoice is not received within 45 days of the invoice date, Kroll shall be entitled, without prejudice to any other rights that it may have, to suspend services until all sums due are paid in full. In the event that Kroll is required to initiate a lawsuit or hire attorneys to collect any past due amounts, in addition to any other rights and remedies available, it shall be entitled to reimbursement of attorneys' fees and other costs of collection.

**Limited Use and Reliance** – The City is the sole intended user of Kroll's report or other work product. The City may disclose an informational copy of the report or other work product to its audit, tax, legal, or insurance professionals acting in an advisory capacity in connection with the purpose of this engagement. No third party shall have the right of reliance on the report, and neither receipt nor possession of the report by any third party shall create any express or implied third-party beneficiary rights.

**Confidentiality** – Kroll shall maintain the confidentiality of the City's information and will not disclose or use it for any purpose other than in connection with this engagement. This excludes information (i) available to the public, (ii) already in Kroll's possession, or (iii) received from a party having no confidentiality obligation to the City. Kroll may include the City's name and logo in its client list.

**Engagement Limits** – Kroll's work may only be used for the specific purpose or premise of value stated in this Agreement and the work product. The City shall not reference Kroll or its work in any public filing or other materials distributed to actual or prospective shareholders, investors, financing parties, or similar third parties without Kroll's prior written consent.

**Independent Contractor** – Kroll shall perform as an independent contractor, with no authority to bind or obligate the City in any way.

**Information Provided by the City** – Kroll will not independently verify information provided by the City, its advisors, or third parties acting at the City's direction. Kroll will assume and rely on the accuracy and completeness of all such information.

**Retention** – All files, documents, and work papers received, created, or developed during the engagement will be retained for professional recordkeeping and legal/regulatory compliance purposes, all in accordance with Kroll's document retention policy. If required by applicable law to disclose any of the documents, Kroll will, unless legally prohibited, notify the City so it may seek a protective order at its discretion.

**Indemnification** – The City shall indemnify and hold harmless Kroll and its affiliates, including each of their respective employees, from and against any and all liabilities, losses, costs, and reasonable expenses, including, but not limited to, reasonable legal fees and expenses and billable hours of client service personnel, which are (i) incurred in responding to subpoenas, discovery, or other similar inquiries associated with or arising from the engagement or (ii) arising from or relating to third-party claims based

on reliance or purported reliance on Kroll's work product or other alleged loss or damage caused to or alleged by any nonclient entity arising from unauthorized access to or reliance upon Kroll's work product. The foregoing indemnification obligations shall not apply in the event that a court of competent jurisdiction finally determines that such claims resulted directly from the gross negligence, willful misconduct, or fraudulent acts of Kroll.

**Limitation of Liability** – In no event shall Kroll be liable to the City (or any person claiming through the City) under this Agreement, under any legal theory, for any amount in excess of the total professional fees paid by the City to Kroll in connection with this engagement, except to the extent such liability is directly caused by Kroll's gross negligence, fraud, or willful misconduct. The foregoing limitation of liability shall not apply to liabilities that arise from personal injury or property damage resulting primarily from Kroll's negligence or willful misconduct. In no event shall Kroll be liable to the City for any consequential, indirect, lost profit, or similar damages relating to or arising from this engagement.

**Environmental Policy** – Kroll will not investigate, nor assume responsibility for, the existence or impact of any contamination or hazardous substance related to property or assets associated with this engagement.

**Governing Law** – This Agreement is governed by and construed in accordance with the laws of the State of New York

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Location			Year			Repl	acement Cost			Total
Number	Description	Address	Built	Construction	Sq. Ft.		Building	Contents	b	y Location
5.4	Aeration Tanks Throughout	1631 Gaylord Rd. West Pl	1969			\$	-	\$ 206,275	\$	206,275
13.1	Scada System	could be inside control tow	ers			\$	-	\$ -	\$	-
19.1	East Treatment Plant-Outdoor Prop	2250 Broadway	2013			\$	-	\$ -	\$	163,650
17.1	Valve Station	Durness Court	2001	Concrete	20	\$	2,626	\$ 26,122	\$	28,748
18.1	Valve Station	Root Street	2001	Concrete	20	\$	2,626	\$ 30,254	\$	32,880
16.1	Stateville Meter Pit	Broadway	2001	Concrete	20	\$	6,649	\$ 19,275	\$	25,924
1.2	Radio Tower - 145 ft.	1610 Plainfield Rd.	1975	Steel		\$	10,730	\$ 5,380	\$	16,110
19.24	Sludge Loading Station	2250 Broadway	2013			\$	12,000	\$ -	\$	17,000
19.31	Chlorinators	2250 Broadway	2015	Masonry	51	\$	17,667	\$ 5,100	\$	22,767
19.32	SO2 Building	2250 Broadway	2015	Masonry	51	\$	17,667	\$ 5,350	\$	23,017
5.14	Return Sludge Pump	1631 Gaylord Rd. West Pl	1969			\$	19,000	\$ -	\$	19,000
19.35	Draw-Off-Chamber #1	2250 Broadway	1988	Non-Combustible		\$	19,489	\$ 5,600	\$	25,089
19.37	Draw-Off-Chamber #2	2250 Broadway	1988	Non-Combustible		\$	19,497	\$ 5,600	\$	25,097
19.39	Draw-Off-Chamber #3	2250 Broadway	1988	Non-Combustible		\$	19,497	\$ 5,600	\$	25,097
19.41	Draw-Off-Chamber #4	2250 Broadway	1988	Non-Combustible		\$	19,497	\$ 5,600	\$	25,097
	Distribution Box									
5.7	splitter - directional devise	1631 Gaylord Rd. West Pl	1969	concrete		\$	19,708	\$ -	\$	19,708
19.33	Splitter Box	2250 Broadway	1988	Frame	97	\$	22,917	\$ 10,025	\$	32,942
5.15	Sludge Thickener - machinery	1631 Gaylord Rd. West Pl	1969			\$	36,960	\$ 81,100	\$	118,060
11.1	Lift Station	2404 Plum St	1998	concrete & Steel		\$	37,226	\$ 28,000	\$	65,226
21.1	Diversion Valve	Canton Farm Rd.	2009	Non-Combustible		\$	38,451	\$ 58,450	\$	100,001
19.1	Final Effluent Metering Building	2250 Broadway	2013			\$	43,829	\$ 8,200	\$	52,029
19.27	Exesting Headworks Bldg.	2250 Broadway	2013	Masonry	930	\$	50,000	\$ -	\$	60,000
19.28	Final Clarifier Low Diversion Box	2250 Broadway	2013			\$	52,000	\$ -	\$	52,000
15.1	Well House #4	2333 Parkrose	2003	Concrete	725	\$	61,251	\$ 436,800	\$	502,263
19.17	Excess Flow Effluent Metering Stru	2250 Broadway	2013			\$	65,449	\$ 1,700	\$	67,149
12.1	Lift Station - Carrilon Lakes	Buckner Pond Way & Spri	2000	masonry		\$	67,052	\$ 59,475	\$	126,527
19.45	Transfer Station	2250 Broadway	1995	Frame	1440	\$	70,372	\$ 5,000	\$	75,372
19.14	Excess Flow Clarifier Flow Division	2250 Broadway	2013			\$	70,508	\$ 9,075	\$	79,583
19.13	Excess Flow Influent Metering Strue	2250 Broadway	2013			\$	74,298	\$ 12,500	\$	86,798
19.26	Electrical Building	2250 Broadway	2013	Masonry	264	\$	75,507	\$ 100,000	\$	175,507

Location			Year			Rep	lacement Cost			Total
Number	Description	Address	Built	Construction	Sq. Ft.		Building	Contents	b	y Location
6.1	Radio Equipment	Throughout City				\$	80,000	\$ 49,661	\$	179,911
3.1	Well House #7 and PW Building	808 Elrose Court	2017	Pre-Cast	400	\$	91,567	\$ 47,970	\$	274,112
19.11	Chlorene/Dechlorene Bldg.	2250 Broadway	2013	Concrete	160	\$	100,000	\$ 59,000	\$	199,000
19.19	RAS Pumping Station	2250 Broadway	2013			\$	101,745	\$ 67,800	\$	169,545
7.3	Deep Well	2401 Waterford	1996			\$	102,000	\$ -	\$	102,000
14.3	Deep Well	611 Chaney Ave.	1964	Masonry	300	\$	102,000	\$ -	\$	102,000
8.1	Well House #9	21215 Division St.	2000	Masonry	960	\$	102,053	\$ 566,400	\$	673,753
10.1	Well House #11	20025 Division St	2002	Masonry	960	\$	102,053	\$ 403,975	\$	596,653
19.23	Sludge Pump Building #1	2250 Broadway	2013	Masonry	513	\$	102,178	\$ 48,000	\$	150,178
5.8	Final Clarifier #1	1631 Gaylord Rd. West Pl	1969	concrete		\$	107,575	\$ 117,900	\$	225,475
5.9	Final Clarifier #2	1631 Gaylord Rd. West Pl	1969	concrete		\$	107,575	\$ 117,900	\$	225,475
1.3	Sign room city hall	1610 Plainfield Rd.	1980	Masonry	413	\$	111,522	\$ -	\$	111,522
19.15	Excess Flow Cholorination Bldg.	2250 Broadway	2013	Masonry	482	\$	112,878	\$ 94,700	\$	207,578
19.16	Excess Flow Clarifiers #1, #2 and	2250 Broadway	2013			\$	118,000	\$ 400,000	\$	548,000
14.2	Well House #1	611 Chaney Ave.	2016	Masonry	360	\$	121,897	\$ 32,290	\$	154,187
3.2	Deep Well	808 Elrose Court	2017			\$	123,420	\$ -	\$	123,420
15.2	Deep Well	2333 Parkrose	2003			\$	128,800	\$ -	\$	128,800
8.3	Deep Well	21215 Division St.	2000			\$	138,460	\$ -	\$	138,460
10.2	Deep Well	20025 Division St	2002			\$	138,460	\$ -	\$	138,460
9.2	Deep Well	861 Caton Farm	2002	Masonry		\$	149,500	\$ _	\$	149,500
7.1	Well House #8	2401 Waterford	1997	Masonry	909	\$	150,017	\$ 455,500	\$	605,517
5.1	Final Clarifier #3	1631 Gaylord Rd. West Pl	1969	concrete		\$	153,022	\$ 128,975	\$	281,997
5.11	Final Clarifier #4	1631 Gaylord Rd. West Pl	1969	concrete		\$	153,022	\$ 128,975	\$	281,997
9.1	Well House #10 Pressure adjusting	861 Caton Farm	2002	Masonry	1779	\$	156,013	\$ 547,925	\$	703,938
19.46	Grit Building	2250 Broadway	2013	Masonry	674	\$	159,374	\$ 490,724	\$	650,098
5.5	Primary Clarifier	1631 Gaylord Rd. West Pl	1969			\$	174,858	\$ 184,250	\$	359,108
4.1	Salt Shed	2350 Broadway St.	2001	Concrete/Wood	2880	\$	180,669	\$ -	\$	180,669
19.44	Sludge Storage #3	2250 Broadway	1995	Non-Combustible		\$	187,891	\$ -	\$	187,891
19.30	Digester Controls	2250 Broadway	1988	Masonry	614	\$	210,437	\$ 344,150	\$	554,587
5.6	Excess Flow Clarifier - tank	1631 Gaylord Rd. West Pl	1969	concrete		\$	211,042	\$ 184,250	\$	395,292
19.12	Chlorine Contact Tank	2250 Broadway	2013			\$	227,242	\$ 700	\$	227,942
19.7	Grit Tank	2250 Broadway	2013	Concrete Masonry	650	\$	234,679	\$ 17,218	\$	251,897
19.29	Storage	2250 Broadway	1988	Masonry	1627	\$	243,856	\$ -	\$	243,856
19.34	Primary Clarifier	2250 Broadway	1988	, Non-Combustible		\$	248,018	\$ 214,900	\$	462,918
19.36	Clarifier	2250 Broadway	1988	Non-Combustible		\$	255,334	\$ 268,600	\$	523,934
19.38	Clarifier	2250 Broadway	1988	Non-Combustible		\$	255,334	\$ 214,900	\$	470,234
19.6	Raw Sewage Pump Station	2250 Broadway	2013			\$	289,104	\$ 311,150	\$	600,254

Location			Year			Rep	lacement Cost			Total
Number	Description	Address	Built	Construction	Sq. Ft.		Building		Contents	by Location
19.18	NPW Building	2250 Broadway	2013	Masonry	506	\$	290,561	\$	139,825	\$ 430,386
19.4	Control Building	2250 Broadway	2013	Masonry	1632	\$	296,824	\$	2,809,125	\$ 3,108,949
19.25	Sludge Pump Building #2, SST #2	2250 Broadway	2013	Concrete	1228	\$	300,000	\$	139,825	\$ 512,825
19.40	Clarifier	2250 Broadway	1988	Non-Combustible		\$	351,804	\$	268,550	\$ 620,354
19.42	Sludge Storage #1	2250 Broadway	1988	Non-Combustible		\$	380,683	\$	-	\$ 380,683
19.43	Sludge Storage #2	2250 Broadway	1988	Non-Combustible		\$	380,813	\$	-	\$ 380,813
19.5	Screen Building	2250 Broadway	2013	Masonry	1450	\$	401,054	\$	572,000	\$ 973,054
19.3	Maintenance Garge	2250 Broadway	2013	Prefab Metal	4300	\$	416,430	\$	59,925	\$ 476,355
19.21	Aerobic Digester 1 - 4	2250 Broadway	2013			\$	453,138	\$	88,868	\$ 542,006
3.3	Storage	808 Elrose Court	2017	Masonry	6864	\$	467,546	\$	190,250	\$ 657,796
20.2	Salt Dome	2090 Oakland Ave.	2020	Concrete/Steel	1400	\$	500,000	\$	-	\$ 500,000
19.2	Thickner Building	2250 Broadway	2013	Masonry	2508	\$	504,374	\$	705,310	\$ 1,209,684
5.13	Digester Building - 2 tank system u	1631 Gaylord Rd. West Pl	1969	concrete	2480	\$	512,796	\$	1,185,625	\$ 1,698,421
19.22	Sludge Storage Ta #1	2250 Broadway	2013	Prefab Metal		\$	518,000	\$	128,000	\$ 646,000
5.2	Aeration Tanks 1 - 4	1631 Gaylord Rd. West Pl	1969			\$	528,471	\$	-	\$ 528,471
5.3	Aeration Tanks 5 - 8	1631 Gaylord Rd. West Pl	1969			\$	528,471	\$	-	\$ 528,471
5.1	Control Building	1631 Gaylord Rd. West Pl	1968	Masonry	3947	\$	600,091	\$	31,710,000	\$ 32,379,891
19.2	Administration Building	2250 Broadway	2013	Frame & Masonry	3168	\$	725,908	\$	49,050	\$ 850,458
5.12	Tertiary Filter	1631 Gaylord Rd. West Pl	1969	Concrete	6400	\$	790,210	\$	611,625	\$ 1,401,835
19.9	Final Clarifiers #1 & #2	2250 Broadway	2013			\$	924,728	\$	537,200	\$ 1,461,928
7.2	Elevated Water Tank 300,000 Gal	2401 Waterford	1968	Steel		\$	1,000,450	\$	-	\$ 1,017,950
14.1	Elevated Water Tank 300,000 GA	611 Chaney Ave.	1964	Steel		\$	1,000,450	\$	-	\$ 1,081,200
2.1	Well House #1	2010 Oakland Ave.	2016	Pre-Cast	400	\$	1,300,000	\$	-	\$ 1,307,800
19.8	Oxidation Ditch	2250 Broadway	2013			\$	1,486,599	\$	526,246	\$ 2,012,845
8.2	Water Tank - 1.5M Gal.	21215 Division St.	2000	Steel		\$	1,969,450	\$	-	\$ 1,969,450
1.1	City Hall/PD/PW	1610 Plainfield Rd.	1948	Masonry	34,234	\$	4,837,270	\$	737,850	\$ 6,962,807
20.1	Public Works Facility	2090 Oakland Ave.	2020	Prefab Metal	44,537	\$	9,000,000	\$	142,000	\$ 9,197,200
						\$	37,150,189	\$4	47,229,568	\$ 36,686,706