

City Council Work Session Crest Hill, IL February 24, 2025 7:00 PM

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

#### Agenda

- 1. American Italian Cultural Society Waiver Request on the Places of Eating Tax
- Update on Proposed A & D Storage Facility at the Southwest Corner of Renwick Road and Borio Drive
- 3. Discussion for Consideration to Amend Business & Burglar Alarm License Late Penalty Fees in General and for the Following Businesses: Del Toro Transmission, Adil Pediatrics, Hendrickson Bumper & Trim and Prestige Brick Pavers & Landscapers
- 4. Independent Contractor Consulting Services Agreement with Ronald Mentzer
- 5. Discuss Chapter 2.12: Aldermen: Section 2.12.010 Compensation
- <u>6.</u> Request to purchase four Ford Interceptor Hybrid Vehicles per DCEO grant reimbursement award
- 7. Mayor's Updates
- 8. Public Comments
- 9. Committee/Liaison Updates
- 10. City Administrator Updates

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



#### Agenda Memo

Crest Hill, IL

Meeting Date: | February 24, 2025

**Submitter:** Mayor Raymond R. Soliman & J.

**Department:** Mayor's Office

Agenda Item: | Waiver Request for Places for Eating Tax by The American Italian Cultural

Society

**Summary:** Mr. John Mauzer, President of the American Italian Cultural Society is seeking a waiver of the city's Places for Eating Tax due to their status as a non-profit social organization.

Recommended Council Action: Discussion

**Financial Impact:** 

**Funding Source:** 

**Budgeted Amount:** 

Cost:

Attachments:



#### Agenda Memo

Crest Hill, IL

Meeting Date: | February 24, 2025

**Submitter:** Patrick Ainsworth, Community and Economic Development Director

**Department:** Community Development

**Agenda Item:** Update on Proposed A & D Storage Facility at the Southwest Corner of

Renwick Road and Borio Drive

<u>Background</u> Ordinance #1959 provided Special Use approval for a storage facility at the southwest corner of Renwick Road and Borio Drive. As part of Exhibit C of that Ordinance, the pavement material identified for the future development was concrete.

The original applicant has now identified a buyer and is desirous of selling the land and project. This new buyer is proposing the exterior pavement material with asphalt instead of concrete for this project.

As part of the communication, there was a request to review all other existing self-storage facilities within Crest Hill and to help identify the pavement material within each development. Staff reviewed the existing self-storage facilities in Crest Hill and found that all exterior pavement is improved with asphalt. Staff also confirmed with the Building Commissioner that all of the storage units will need to be constructed in compliance with the 2015 International Building Code. That means that all structures will have a concrete foundation slab. As such, the interior base material for all storage units associated with this development will be concrete.

Since this is a material change to the adopted Ordinance, the prospective buyer will be applying for a new Special Use which will be presented to a Public Hearing at a future Plan Commission meeting. That case will then come before the City Council for final approval.

**Recommended Council Action:** The Crest Hill City Council does not need to take any action on this item at this time since the request is being sent to the Plan Commission.

**Attachments:** Ordinance #1959 with Exhibit C Site Plan and Document with a Sub-Title of "Details of Our Site".

#### ORDINANCE NO. 1959

## AN ORDINANCE GRANTING A SPECIAL USE PERMIT WITH RESPECT TO CERTAIN REAL PROPERTY LOCATED WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF CREST HILL [APPLICATION OF A&D STORAGE, LLC]

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, A&D Storage, LLC ("Applicant"), has properly filed and presented before the Crest Hill Plan Commission an application seeking the granting of a special use permit for a self-storage facility (the "Application") for certain property within the city limits of the City of Crest Hill, Will County, Illinois, and located the southwest corner of Borio Drive and Renwick Road, Crest Hill, Illinois, PIN: 11-04-20-100-015-0000 (the "Property"), as legally described in Exhibit "A" with proper notice thereof given; and

WHEREAS, said Property is zoned B-3 under the Crest Hill Zoning Ordinance and the Applicant has requested that the zoning be changed to a B-3 special use permit; and

WHEREAS, the Crest Hill Plan Commission, by formal vote taken July 19, 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 July 19, 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 A&D Storage, LLC to allow a B-3 special use to permit a self-storage facility for the property at the southwest corner of Borio Drive and Renwick Road, Crest Hill, Illinois PIN: PIN: 11-04-20-100-015-0000, (the "Property"), as legally described in Exhibit "A", and in accordance with reviewed plans (attached hereto as Exhibit "C") 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. The fencing along Renwick Road and Borio Drive will be 6' in height on the east, north, and west sides for security purposes and 8' in height on the south side and must comply with section 8.2-14 of the Zoning Ordinance.
  - Recommendation is conditioned on the City's approval of a final landscaping plan, which will include additional landscaping along the west property line to further screen the overhead doors from the west, on the north to further screen the buildings, and the use of full masonry on the east side to further screen those buildings.
  - Recommendation is conditioned on approval of the final site plan, final photometric and signage plan and final engineering review and approval by the City.
  - 4. Recommendation is conditioned on the City of Crest Hill Police Department's review and approval of the security plan.
  - 5. The hours of business will be from 7:00 a.m. to 9:00 p.m. and the access keycode will be timed out from 9:00 p.m. to 7:00 a.m. to prevent entry.
  - 6. The increase in fence height and deviation from the required building materials is considered under the approval of the special use as it applies to the specific nature of a self-storage use of the property.

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

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

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#### PASSED THIS 7th DAY OF AUGUST, 2023

	Aye	Nay	Absent	Abstain
Alderman John Vershay	.1			
Alderman Scott Dyke	-7			2
Alderwoman Claudia Gazal			S=====================================	
Alderman Darrell Jefferson	7		7	-
Alderperson Tina Oberlin				·
Alderman Mark Cipiti				
Alderman Nate Albert	1		-	
Alderman Joe Kubal	7			
Mayor Raymond R. Soliman				

Christine Vershay Hall, City Clerk

APPROVED THIS 7<sup>TH</sup> DAY OF AUGUST, 2023

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

#### "Exhibit A"

#### LEGAL DESCRIPTION

PIN:11-04-20-100-015-0000

#### Legal Description

That part of the Northwest quarter of Section 20, Township 36 North, Range 10 East of the Third Principal Meridian, described as follows: commencing at the intersection of the East Line of the Natural Gas Pipeline Company of America Right of Way as per document R71-13386 with the South Line of Said Quarter Section; thence North 01 degrees 39 minutes 04 seconds West, 2269.39 feet along said East line to the point of beginning; thence North 87 degrees 53 minutes 28 seconds East, 545.18 feet along a line that is 320 feet Southerly and parallel with the South Line of Renwick road as dedicated per document 538061 (said parallel line being coincident with the North Line of Remington lakes-unit 2) to the West Line of Borio drive as dedicated per document 2002095121; thence North 01 degrees 37 minutes 52 seconds West, 260.00 feet along said West Line to an angle point in said line; thence North 46 degrees 52 minutes 12 seconds West, 70.42 feet along said West Line to angle point in said line; thence North 02 degrees 06 minutes 31 seconds West, 10.00 feet along said West Line to the aforementioned South Line of Renwick Road; thence South 87 degrees 53 minutes 29 seconds West, 495.21 feet along said South Line to the East line of Said Natural Gas Pipeline Company of America right of way; thence South 01 degrees 39 minutes 04 seconds East, 320.00 feet along said East line to the point of beginning, in Will County, Illinois.

Except that portion conveyed to the Illinois Dept. Of transportation by order recorded as document number R2012041415 described as follows:

that part of the North 60.00 feet of the East Half of the Northwest Quarter of Section 20, except the West 80.00 feet thereof, Township 36 North, Range 10 East of the Third Principal Meridian, bounded by a line described as follows: beginning at the point intersection of the South Line of North 60.00 feet of said Northwest Quarter with the East Line of the West 80.00 feet of the East half of Said Northwest Quarter; thence North 00 degrees 00 minutes 42 seconds West, on an assumed bearing along the East Line of the West 80.00 feet of the East Half of Said Northwest Quarter, a distance of 60.00 feet to the North Line of the Northwest Quarter of Said Section 20; thence North 89 degrees 31 minutes 14 seconds East, along said North Line, 106.52 feet; thence South 0 degrees 28 minutes 46 seconds East, perpendicular to the North Line of said Northwest Quarter, 60.00 feet to a point of intersection with a line 60.00 feet South from and parallel with the North Line of said Northwest Quarter when measured perpendicular thereto; thence South 89 degrees 31 minutes 14 seconds West, along said parallel line, perpendicular to the last described course, 107.01 feet to the point of beginning. All situated in Will County, Illinois.

#### "Exhibit B"

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

IN RE:	)	
The application A&D Storage, LLC	)	No. SU-23-4-6-1
	)	
	)	
For a special use permit.	)	

## FINDINGS AND DECISION OF THE PLAN COMMISSION AS TO CASE NO. SU-23-4-6-1 THE APPLICATION OF A&D STORAGE, LLC FOR A SPECIAL USE AT THE SOUTHWEST CORNER OF BORIO DRIVE AND RENWICK ROAD

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 19, 2023, being fully advised in the premises, THE COMMISSION DOES MAKE THE FOLLOWING FINDINGS:

- A. That the applicant, A&D Storage, LLC 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-3 special use for the property described in the application, the southwest corner of Borio Drive and Renwick Road, Crest Hill, Illinois, PIN: 11-04-20-100-015-0000 (the "Property"), as legally described in Exhibit "A"
  - C. That the Property is currently zoned B-3;
- D. That the application seeks approval of a special use to allow a self-storage 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 residential 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).

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:

- That the application of A&D Storage, LLC to allow a B-3 special use for a self-storage facility
  in accordance with the reviewed plans on the property at the southwest corner of Borio Drive
  and Renwick Drive Crest Hill, Illinois, PIN: 11-04-20-100-015-0000 (the "Property"), as
  legally described in Exhibit "A", in a B-3 zoning district is recommended to be approved and
  is supported by the evidence adduced;
- 2. The following conditions were placed on the special use permit:
  - a. The fencing along Renwick Road and Borio Drive will be 6' in height on the east, north, and west sides for security purposes and 8' in height on the south side and must comply with section 8.2-14 of the Zoning Ordinance.
  - b. Recommendation is conditioned on the City's approval of a final landscaping plan, which will include additional landscaping along the west property line to further screen the overhead doors from the west, on the north to further screen the buildings, and the use of full masonry on the east side to further screen those buildings.
  - c. Recommendation is conditioned on approval of the final site plan, final photometric and signage plan and final engineering review and approval by the City.
  - d. Recommendation is conditioned on the City of Crest Hill Police Department's review and approval of the security plan.
  - e. The hours of business will be from 7:00 a.m. to 9:00 p.m. and the access keycode will be timed out from 9:00 p.m. to 7:00 a.m. to prevent entry.
  - f. The increase in fence height and deviation from the required building materials is considered under the approval of the special use as it applies to the specific nature of a self-storage use of the property.
- 3. It is therefore the recommendation of the City of Crest Hill Plan Commission that the application for the special use be granted upon the specified conditions.

Adopted by the Plan Commission of the City of Crest Hill, Illinois, this 19<sup>th</sup> Day of June 2023 upon the following voice vote:

	Aye	Nay	Absent	Abstain
Commissioner Carol Slabozeski	J	•		
Commissioner John Stanton				
Commissioner Ken Carroll				
Commissioner Jan Plettau		-		
	— <del>J,</del>	-	·	
Commissioner Bill Thomas	_J_			
Commissioner Jeff Thomas				
Commissioner Angelo Deserio	7	= = ===================================	÷======	
0				

Approved:

Bill Thomas, Chairperson

Attest:

Christine Vershay-Hall, City Clerk

## EXHIBIT C

## SPECIAL USE

# & REVIEWED PLANS

#### CREST HILL PLAN COMMISSION MEETING -- RENWICK & BORIO STORAGE FACILITY

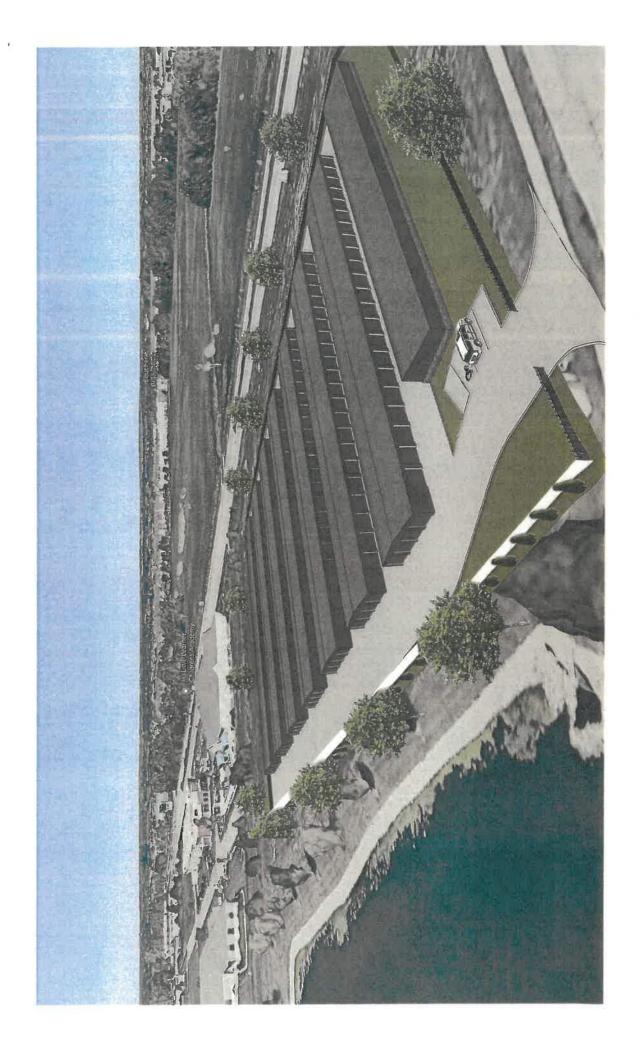
- 1. THE PROPOSED STORAGE FACILTIY ON RENWICK & BORIO FALLS WITHIN THE B3 ZONING DISTRICT
- 2. B3 ZONING ALLOWS STORAGE FACILITIES WITH A SPECIAL USE PERMIT.
- 3. THE SITE IS TOO FAR OFF OF WEBER ROAD FOR RETAIL AND IS TOO SMALL FOR A HOUSING PROJECT MAKING IT IDEAL FOR STORAGE
- 4. THE SITE HAS BEEN VACANT FOR MANY YEARS
- THE STORAGE FACILITY WILL BRING HIGHER PROPERTY TAXES TO THE VILLAGE.
- 6. INCREASE TAX TO THE SCHOOL DISTRICTS WITHOUT ADDING ANY BURDEN TO THE DISTRICTS.
- LESS TRAFFIC ON TO BORIO THAN A RESTAURANT, MEDICAL FACILITY OR SHOPPING CENTER.
- THE STORAGE FACILITY IS A NEED FOR THE PEOPLE OF CREST HILL AND THE SURROUNDING MUNICIPALITIES.

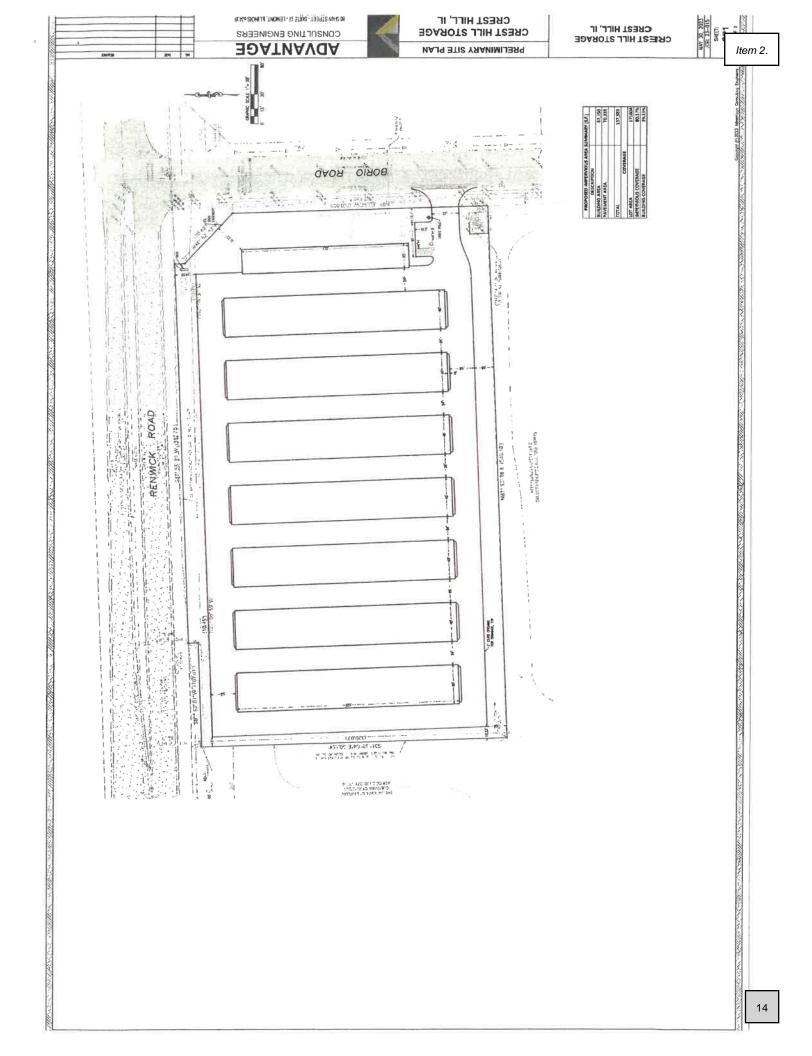
#### **DETAILS OF OUR SITE**

- STORAGE FACILITY TRAFFIC 5-9 CARS PER DAY UNTIL AT CAPACITY.
- 2. 2 5 CARS PER DAY AFTER THE SITE IS AT CAPACITY
- 3. ALL CONCRETE PAVEMENT FOR A CLEANER MORE DESIRABLE LOOK
- 4. LESS PAVEMENT MAINTENANCE AND MORE DURABLE WITH CONCRETE
- 6 FOOT BLACK FAUX WROUGHT IRON FENCE ON THE NORTH, WEST AND EAST EXCEPT WHERE BUILDING BORDERS BORIA DRIVE
- 6. 6-FOOT VINYL FENCE ON THE SOUTH.
- 7. TREES WILL BE PLANTED IN LINE WITH THE DRIVE AISLE.
- HIRING LOCAL LANDSCAPING AND MAINTENANCE CONTRACTORS TO KEEP THE SITE CLEAN AND FREE OF TRASH.
- 9. KEYLESS ENTRY GATE FOR ACCESS.
- 10. LED BOX LIGHTING WILL BE LOCATED ON THE BUILDINGS OF EACH DRIVE AISLE.
- 11. LIGHT POLE LOCATED AT THE FACILITY ENTRANCE FOR THE ESTABLISHED PARKING STALLS
- 12. SECURITY CAMARAS FOR SAFETY AND MONITORING

#### **ENGINEERING SITE PLAN TOPICS**

- NO BERM IS PROVIDED ON THE SOUTH SIDE OF THE SITE DUE TO THE DRAINAGE OF THE SITE FLOWING TOWARDS THE POND.
- 2. WE ADDED 6-FOOT VINYL FENCE FOR SOLID SCREENING ALONG WITH LANDSCAPING ON THE SOUTH SIDE.
- 3. A SMALL BERM CONSTRUCTED ON THE NORTH SIDE OF THE SITE.
- 4. THE DITCH ALONG THE EAST SIDE OF THE SITE HAS TO STAY IN ORDER TO KEEP THE CURRENT DRAINAGE PATTERN COMING OFF BORIO AND RENWICK.
- 5. A PIPE CULVERT HAS BEEN ADDED UNDER THE PARKING LOT TO CONVEY THE WATER FROM THE DRAINAGE DITCH TO THE POND.
- 6. SIGN EASEMENT GRANTED TO THE SUBDIVISION TO THE SOUTH FOR A SUBDIVISION SIGN (LOCATED AT BORIO AND RENWICK).





## Crest Hill CITY OF NEIGHBORS

#### Agenda Memo

Crest Hill, IL

**Meeting Date:** February 24, 2025

**Submitter:** Christine Vershay-Hall & Tony Graff, Interim City Administrator

**Department:** Clerk's & Administration Dept.

**Agenda Item:** Discussion for Consideration to Amend Business & Burglar Alarm License Late

Penalty Fees

#### **Summary:**

On February 18, 2025, at the City Council meeting there was a request by four (4) Business Owners to waive the penalty fees for their business license and their commercial alarm.

#### Background 2024:

The City Council approved a Resolution to create a Tier Structure for the Late Penalty Fee with an incentive to motivate compliance by creating a discount structure along with a Late Penalty Fee Notice from February 1<sup>st</sup> to 28<sup>th</sup>. Any penalty fee paid beginning on March 1<sup>st</sup> will receive a 75% discount, April 1<sup>st</sup> 50% discount and May 1<sup>st</sup> 25% discount and after June 1<sup>st</sup> no discount. Furthermore, after June 1<sup>st</sup> the business license expires shall be subject to Administrative Code Enforcement citation. (See Attached Resolution #1209

#### **Recommended Council Action:**

After talking to the staff, if the council would like to make a change to the ordinance, the suggestion is to have the change become effective on January 1, 2026. Furthermore, the suggestion is to have no fees being waived for the 2025 business/burglar applications, please follow the current ordinance.

#### **Financial Impact:**

**Funding Source:** NA

**Budgeted Amount: NA** 

Cost: NA

#### **Attachments:**

Resolution #1209

Aging Report 2024 with Tiers.

#### CHAPTER 5.04: GENERAL LICENSING PROVISIONS<sup>1</sup>

#### Section

5.04.010	Scope of chapter; execution of licenses
5.04.020	General business license required; fees
5.04.030	License; duration
5.04.070	License; posting
5.04.080	Fees; proration
5.04.090	Separate licenses for separate business locations
5.04.100	Inspection; right of entry
5.04.105	Cessation of business
5.04.110	Grace period
5.04.120	Administrative penalty
5.04.130	Revocation of business license

#### § 5.04.010 SCOPE OF CHAPTER; EXECUTION OF LICENSES.

- (A) This chapter shall cover all types and manners of licenses except those provided for under Chapter 5.08 (regulating the sale and distribution of alcoholic beverages).
- (B) In all instances where licenses are required, they shall be granted and signed by the Mayor or a person designated by him and attested by the City Clerk under seal of the city unless otherwise specifically provided by the particular section requiring such license.

  ('78 Code, § 5.04.010) (Ord. 39, passed -61)

#### § 5.04.020 GENERAL BUSINESS LICENSE REQUIRED; FEES.

- (A) For this section, the following definitions shall apply:
  - (1) BUSINESS. A commercial enterprise carried on for profit.
  - (2) **HOME BUSINESS.** A business whose primary office is in the owner's residence.
- (B) It is unlawful to operate any business regulated under this Title 5 in the city without obtaining an annual general business license in compliance with the provisions of this chapter. The license herein shall be in addition to any other license(s) required by this Code of Ordinances. Application for such license shall be made to the City Clerk. An applicant shall pay the follow license fees:

2012 S-22 3

<sup>&</sup>lt;sup>1</sup>For the statutory authority of municipalities to fix the amount, terms and manner of issuing and revoking licenses, see ILCS Ch. 65, Act 5, § 11-60-1; for the authority to license, tax and regulate certain businesses, see ILCS Ch. 65, Act 5, § 11-42-1 et seq.

#### **Crest Hill - Business Licenses and Regulations**

- (1) Home business applicants shall pay a license fee of \$25 to the City Clerk.
- (2) All other business applicants shall pay a license fee of \$50 to the City Clerk. (Ord. 1570, passed 7-18-11; Am. Ord. 1576, passed 9-6-11)

#### § 5.04.030 LICENSE; DURATION.

4

All licenses issued shall be dated February 1 of the year of issuance and shall expire January 31 of the following year unless otherwise specifically provided by the particular section requiring such license. ('78 Code, § 5.04.030) (Ord. 39, passed - -61; Am. Ord. 1570, passed 7-18-11; Am. Ord. 1839, passed 5-18-20)

#### § 5.04.070 LICENSE; POSTING.

Unless otherwise specifically provided, every licensee shall post in the place of business licensed, his license certificate in such a place as to be plainly in view of the public who may enter such place, and no person or corporation shall destroy, alter or mutilate such certificate or other evidence of license. If the licensee has no regularly established place of business, he shall then carry such license upon his person whenever engaged in his occupation.

('78 Code, § 5.04.070) (Ord. 39, passed - -61)

#### § 5.04.080 FEES; PRORATION.

All licenses issued under this chapter shall be obtained on or before February 1 for the proceeding 12 months. The fees shall be collected for the full year. Licenses sought for a partial year shall not be prorated unless otherwise specified.

('78 Code, § 5.04.080) (Ord. 39, passed - -61; Am. Ord. 1570, passed 7-18-11; Am. Ord. 1839, passed 5-18-20)

#### § 5.04.090 SEPARATE LICENSES FOR SEPARATE BUSINESS LOCATIONS.

Unless otherwise specifically provided, no license shall authorize the licensee to operate or conduct more than one establishment or place of business, and an additional license shall be required for each additional place of business.

('78 Code, § 5.04.090) (Ord. 39, passed - -61)

#### § 5.04.100 INSPECTION; RIGHT OF ENTRY.

The police or any other official designated by an ordinance to make inspection under any licensing or regulating ordinance or to enforce the same shall have the right of entry, as provided in Chapter 1.16, to any licensed place of business for the purposes of enforcement or inspection and may arrest or cause to be arrested any person who violates the provisions of this chapter or any license ordinance of the city. ('78 Code, § 5.04.100) (Ord. 39, passed - -61)

#### § 5.04.105 CESSATION OF BUSINESS.

Whenever the owner or the operator of a business ceases operating the business within the city, he shall notify the City Clerk in writing of the effective date of the cessation of the operation of the business. The City Clerk shall notify the responsible officials of the Department of Public Works, and specifically, the Water Department, of the date of termination. If the owner or operator of the business has a sale of his merchandise or inventory commonly known as a "going out of business" sale, he shall apply for a permit with the City Clerk to hold said sale, specifying the date the sale will be held. No going out of business sale shall last longer than 14 consecutive days. The fee for a permit to hold a "going out of business" sale shall be \$50.

('78 Code, § 5.04.105) (Ord. 631, passed - -85)

#### § 5.04.110 GRACE PERIOD.

Whenever any prospective licensee has moved into the city or has commenced any kind of activity for which the city requires a license, the prospective licensee shall be allowed a 30 day grace period from the date of his move into the city or his initial commencement of the activity in which to obtain the license, during which period no administrative or judicial penalty shall be assessed against him. This section does not apply to penalties provided for vehicle stickers under § 10.20.050 of this Code.

('78 Code, § 5.04.110) (Ord. 562, passed - -82)

#### § 5.04.120 ADMINISTRATIVE PENALTY.

In addition to any judicial penalty imposed under this code, the City Clerk shall impose an administrative penalty of three times the amount of each license upon any prospective licensee who makes application for his license and pays the license fee after the deadline for obtaining such license. ('78 Code, § 5.04.120) (Ord. 562, passed - -82; Am. Ord. 1038, passed 9-15-97; Am. Ord. 1570, passed 7-18-11)

#### § 5.04.130 REVOCATION OF BUSINESS LICENSE.

Failure to maintain any professional licenses and/or certifications as required by ILCS, Chapter 225, shall be grounds for revocation of any license granted under this Title 5. (Ord. 1570, passed 7-18-11)

[Next printed page is 9]

Business Name:	Туре:	Fee:	Penalty:	Paid:	March 75% Reduction	April 50% Reduction
Resource Enviromental Solutions, LLC	Commerci al Business	\$50.00	\$150.00	\$200	\$112.50	\$75.00
Premier Dermatology	Burglar Alarm	\$100.00	\$300.00	\$175	\$75.00	\$150.00
Dollar General	Burglar Alarm	\$100.00	\$300.00	\$175	\$75.00	\$150.00
PNC Bank	Commerci al Business Burglar Alarm	\$50.00 \$100.00	\$150.00 \$300.00	\$200 \$400	\$37.50 \$75.00	\$75.00 \$150.00
Carillon Lakes HOA	Commerci al Business Burglar Alarm	\$50.00 \$100.00	\$150.00 \$300.00	\$37.50 \$75.00	\$37.50 \$75.00	\$75.00
Chase Bank	Commerci al Business Burglar Alarm	\$50.00 \$100.00	\$150.00 \$300.00	\$200.00 \$400.00	\$37.50 \$75.00	\$75.00 \$150.00
Estilos Internacional	Commerci al Business	\$50.00	\$150.00	\$87.50	\$37.50	\$75.00
Lunna's Tailor Shop	Commerci al Business	\$50.00	\$150.00	\$87.50	\$37.50	\$75.00
Natural Center for Health	Commerci al Business	\$50.00	\$150.00	\$87.50	\$37.50	\$75.00
Taboo Inc	Comcmeri cal Business	\$50.00	\$150.00	\$87.50	\$37.50	\$75.00

	Burglar					
	Alarm	\$100.00	\$300.00	\$175.00	\$75.00	\$75.00
	Sexually	<b>A. </b>		<b>*</b> * * <b>*</b> * * * * * * * * * * * * * *	<b>A</b>	<b>A</b>
	Oriented	\$1,200.00	########	\$1,050.00	\$1,200.00	\$2,400.00
	Commerci					
	al					
Wheaton Cabinetry	Business	\$50.00	\$150.00	\$87.50	\$37.50	\$75.00
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Zolper's Auto Restoration	Business	\$50.00	\$150.00	\$37.50	\$37.50	\$75.00
	Burglar					
	Alarm	\$100.00	\$300.00	\$75.00	\$75.00	\$150.00
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Chime & Chime Again	Business	\$25.00	\$75.00	\$0.00	\$18.75	\$37.50
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Crystal Shine Semi-Truck	Business	\$50.00	\$150.00	\$0.00	\$37.50	\$75.00
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BMAJ	Business	\$50.00	\$150.00	\$125.00	\$37.50	\$75.00
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Rich Products	Business	\$50.00		\$0.00	\$0.00	\$0.00
	Burglar Alarm	\$100.00	\$300.00	\$150.00	\$75.00	\$150.00
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Bellos Appraisals	al License	\$25.00	\$75.00	\$100.00	\$18.75	\$37.50
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DTLR Inc	Business	\$50.00		\$0.00	\$0.00	\$0.00
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	Alarm	\$100.00	\$300.00	\$400.00	\$0.00	\$150.00

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My Waffle Inc	Business	\$50.00	\$150.00	\$0.00	\$37.50	\$75.00
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Counseling & DUI Svc	Business	\$50.00	\$150.00	\$0.00	\$37.50	\$75.00
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Priority Wreckers	Business	\$50.00	\$150.00	\$87.50	\$37.50	\$75.00
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Shay's African Marketplace	Business	\$50.00	\$150.00	\$87.50	\$37.50	\$75.00
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	Alarm	\$100.00	\$300.00	\$175.00	\$75.00	\$150.00
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Alert Plumbing	Business	\$50.00	\$150.00	\$37.50	\$37.50	\$75.00
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Triage Business Solutions	Business	\$50.00	\$150.00	\$0.00	\$37.50	\$75.00
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Guero's Landscaping	Business	\$50.00	\$150.00	\$200.00	\$75.00	\$150.00
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Generation Dance Co	Business	\$50.00	\$150.00	\$200.00	\$37.50	\$75.00
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Kindbody LLC	Business	\$50.00	\$150.00	\$200.00	\$37.50	\$75.00
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Waxing Exotic Tanning	Business	\$50.00	\$150.00	\$87.50	\$37.50	\$75.00
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Transport	Business	\$50.00	\$150.00	\$0.00	\$37.50	\$75.00
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Big Hammer Adjustors	Business	\$50.00	\$150.00	\$200.00	\$0.00	\$75.00
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PAID CLOSED Did Not Pay

May 25% Reduction	Notes:
\$112.50	Paid \$200.00 2/27/24
\$225.00	PAID \$ 175.00 3/18/24
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\$112.50 \$225.00	PAID \$600.00 3/12/24
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\$112.50	PAID \$125.00 4/26/24
\$112.50 \$225.00	CLOSED
\$0.00 \$225.00	PAID \$150.00 5/2/24
\$56.25	PAID \$100.00 8/9/24
\$0.00 \$225.00	PAID \$400 2/27/24

\$112.50   <b>Did not pay 2024</b>
\$112.50 <b>CLOSED</b>
#440 50 PAID \$97 50 2/24/24
\$112.50 <b>PAID \$87.50 3/24/24</b>
\$225.00 <b>PAID \$175.00 3/6/24</b>
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\$112.50 <b>PAID \$87.50 3/6/24</b>
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\$225.00 <b>PAID \$200 4/4/24</b>
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\$112.50 <b>PAID \$87.50 3/27/24</b>
\$56.25 <b>CLOSED</b>
\$112.50 <b>PAID \$87.50 3/22/24</b>
\$112.50 <b>CLOSED</b>
\$112.50 <b>PAID \$200.00 3/4/24</b>

#### RESOLUTION NO. 1209

A RESOLUTION REGARDING A REDUCTION OF ALL 2024 CITY OF CREST HILL BUSINESS LICENSE ADMINISTRATIVE PENALTIES UNTIL JUNE 1, 2024 PENDING A REVIEW AND AMENDMENT OF THE CITY OF CREST HILL BUSINESS LICENSE FEE ORDINANCES AND SECTION 5.04.120 OF THE CITY OF CREST HILL CODE OF ORDINANCES

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

WHEREAS, the City Council of the City of Crest Hill has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs and protect the public health, safety, and welfare of its citizens; and

WHEREAS, the Corporate Authorities of the City of Crest Hill has heretofore adopted a comprehensive set of Ordinances governing businesses and the issuing of business licenses in the City of Crest Hill located in Title 5 BUSINESS LICENSES AND REGULATIONS Chapters 5.04 through 5.77, including Section 5.04.120 which assesses an administrative penalty of three times the amount of each business license for late application or payment of business license fees; and

WHEREAS, the Corporate Authorities have determined to further evaluate the administrative penalties and the potential impact of such an administrative penalty on business owners within the City; and

WHEREAS, to further study and investigate the impact of Section 5.04.120, the Corporate Authorities have determined to offer a one-time reduction in all currently assessed 2024 administrative penalties which have been assessed to businesses in the City which have failed to pay their annual business license fees in violation of the City Code pending the review and possible amendment of Section 5.04.120 and Title 5; and

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

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

**SECTION 2:** CURRENT ADMINISTRATIVE PENALTIES TO BE OFFERED AT A REDUCTION. The City Council hereby orders and directs that the City Clerk's office shall not assess any additional administrative penalties or late fees other than the current penalties assessed pursuant to Section 5.04.120 until June 1, 2024, and any administrative penalties assessed prior to

June 1, 2024 shall be offered to businesses which are currently late in obtaining their business licenses, as follows;

- Any business which is currently late in paying its business license fee can obtain its business license after the effective date of this Resolution and March 31, 2024 by paying the required license fee and the administrative penalty, which shall be reduced by seventy-five percent (75%).
- Any business which is currently late in paying its business license fee can obtain its business license after March 31, 2024 and before April 30, 2024 by paying the required license fee and the administrative penalty, which shall be reduced by fifty percent (50%) percent.
- Any business which is currently late in paying its business license fee can obtain its business license after April 30, 2024 and before May 31, 2024 by paying the required license fee and the administrative penalty, which shall be reduced by twenty-five percent (25%).
- Any business which has paid any 2024 administrative penalty in full shall be entitled to a refund of seventy-five percent (75%) of the administrative penalty already paid.

No administrative citations shall be issued for operating a business without a license until June 1, 2024. Currently issued administrative citations will be dismissed by the City at the administrative hearing if the business has paid its license fee in full along with the reduced administrative penalty.

Any business license administrative penalties issued in 2024 which are not paid as of 12:01 a.m. June 1, 2024 shall not be subject to reduction. The reduction of administrative penalties contemplated by this Resolution shall not affect business license administrative penalties issued in 2025 or thereafter.

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

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

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

[Left Intentionally Blank]

#### PASSED THIS 4<sup>TH</sup> DAY OF MARCH 2024.

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

Christine Vershay-Hall, City Clerk

APPROVED THIS 4<sup>TH</sup> DAY OF MARCH 2024.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk



#### Agenda Memo

Crest Hill, IL

**Meeting Date:** February 24, 2025

**Submitter:** Tony Graff. Interim City Administrator

**Department:** Administration

**Agenda Item:** | Independent Contractor Consulting Services Agreement with Ronald Mentzer

#### **Background**

Mr. Mentzer has provided interim Community and Economic Development Director related services to the City of Crest Hill on a part-time basis since September of 2023 through an Employee Leasing Agreement the City Council approved with GovTemps on September 5, 2023. Now that Patrick Ainsworth has been hired to fill the Community and Economic Development Director position as a full-time City employee, staff is recommending the City terminate the employee leasing agreement with GovTemps and approve the attached Independent Contractor Consulting Services Agreement (the "Agreement") directly with Mr. Mentzer. The scope of services Mr. Mentzer would provide to the City under the Agreement focus on:

- (i) Helping Patrick Ainsworth effectively transition into his new position and allow him to spend meaningful time on proactive economic development efforts,
- (ii) Ensuring continuity in the level of service the Community Development Department provides to the City Council, Plan Commission, the community, and those entities implementing new projects in Crest Hill, and
- (iii) Providing the additional professional resources the Community Development Department will need to efficiently and thoroughly process the large number of new development projects and Plan Commission applications the Department has recently received and expects to receive in the next 30 days.

Over the past 17 months, Mr. Mentzer has been a positive addition to the City's leadership team and has helped the Community Development Department provide professional service despite consistently being short staffed throughout his tenure with the City. A copy of Ron's professional resume is attached for your reference.

February 24, 2025 Independent Contractor Consulting Services Agreement with Ron Mentzer

#### **Proposed Agreement Details**

**Form:** The form of the attached agreement is based on the independent contractor agreement the City recently executed with Dave Strahl but incorporates key provisions and language included in the agreement the City Council previously approved with former interim City Administrator/management consultant Steve Gulden when he worked for the City as an employee of Josh Hassert's consulting firm. The attached Agreement has been reviewed by and reflects the input of the City Attorney's office.

**Scope of Services:** The scope of services Mr. Mentzer would provide under the Agreement are detailed on Exhibit A of the Agreement. These services include performing work that would otherwise need to be performed by the CD/ED Director, an in-house/on-staff planner (continues to be an unfilled but budgeted position), or by Robinson Engineering's Senior Planner.

Per Section 1.01 of the Agreement, the number of hours of service provided each week would not exceed 24 hours unless otherwise approved by the City Council. The actual amount of consulting work provided would be directed by the City Administrator or the Community and Economic Development Director.

**Compensation:** As proposed, Mr. Mentzer would be compensated \$115.00 per hour for actual hours he works for the City under the Agreement. As a point of reference:

- Mr. Mentzer's current billing rate to the City as an MGT employee is \$126/hr.
- Robinson Engineering's Senior Planner billing rate to the City is \$166/hr.
- Time Mr. Mentzer spends working on private development projects and special zoning approval applications under this agreement will be tracked and can be paid from the review deposits the City collects from the developers and businesses proposing new projects and/or requesting special zoning approvals in the City.

**Term of Agreement:** Per section 5.01 of the Agreement, the initial term would be six months. Section 5.05 allows either party to terminate the agreement early and without cause upon 30 day written notice.

**Recommended Council Action:** Request the approval of a resolution approving the attached independent contractor consulting agreement by and between the City of Crest Hill and Ronald Mentzer.

#### **Financial Impact:**

The total approved FY 2025 budgeted amount for permanent Community Development Department staff salaries, benefits, <u>and</u> contracted consulting services (collectively "Staffing Budget Expenses") is \$889,194. Through the first nine months in FY25, the Community Development Department spent approximately \$442,424 on Staffing Budget Expenses. This expenditure includes the Interim Community and Economic Development Director services Ron Mentzer has already provided to the City. Assuming Ron Mentzer's recommended new contract is approved and there are no material adjustments to permanent staffing levels in the Community Development Department through the end of FY 25, projected FY 25 year-end total Staffing Budget Expenses are projected to be well under the approved FY 25 budget amount of \$889,194.

February 24, 2025 Independent Contractor Consulting Services Agreement with Ron Mentzer

**Attachments:** Ron Mentzer's professional resume and the recommended Independent Contractor Consulting Agreement.

#### RESOLUTION NO.

### A RESOLUTION APPROVING AN INDEPENDENT CONTRACTOR CONSULTING SERVICES AGREEMENT BY AND BETWEEN THE CITY OF CREST HILL, WILL COUNTY, ILLINOIS, AND RONALD MENTZER

**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 5/2-212), the City Council possesses the authority to enter into contracts that serve the legitimate corporate purposes of the City; and

WHEREAS, Ronald Mentzer (the "Consultant"), is an individual who is qualified to render community development, economic development, municipal tax increment financing, organizational and operational efficiency, staff development, and other management consulting services (the "Services"); and

**WHEREAS**, Consultant was previously leased to the City of Crest Hill through a contract with MGT where he functioned as the City's interim Community and Economic Development Director for a period of 16 months; and

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

WHEREAS, City Staff have negotiated an Independent Contractor Consulting Services Agreement (the "Agreement") with the Consultant for the purpose of engaging the Consultant to perform the Services (a copy of the Agreement is attached hereto as <a href="Exhibit A">Exhibit A</a> and fully incorporated herein); and

WHEREAS, the City Council has reviewed the Agreement and determined that the conditions, terms, and provisions of the Agreement are fair, reasonable, and acceptable to the City, subject to any final modification and approval by the City Attorney; 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 Consultant.

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

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

**SECTION 2: AGREEMENT APPROVED.** The City Council hereby finds and declares that the conditions, terms, and provisions of the Agreement (<u>Exhibit A</u>) are fair, reasonable, and acceptable to the City and that the same is hereby approved in form and substance, subject to final modification and approval by the City Attorney. Therefore, the City Council hereby authorizes and directs the Mayor to execute and deliver, and the Clerk to attest, the Agreement, when finalized, 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 Consultant.

**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 3<sup>RD</sup> DAY OF FEBRUARY, 2025.

	Aye	Nay	Absent	Abstain
Alderwoman Jennifer Methvin				
Alderman Scott Dyke				
Alderwoman Claudia Gazal				
Alderman Darrell Jefferson				
Alderperson Tina Oberlin				
Alderman Mark Cipiti Alderman Nate Albert				
Alderman Joe Kubal				
Mayor Raymond R. Soliman				
_	Christ	ine Vershav-	Hall, City Cl	erk
	Cinist	ine versial	11411, 211, 21	•111
APPROVED THIS 3 <sup>RD</sup> DAY OF FEBRUARY	7, 2025.			
Raymond R. Soliman, Mayor				
raymona ra somman, may or				
ATTEST:				
Christine Vershay-Hall, City Clerk				

## INDEPENDENT CONTRACTOR CONSULTING SERVICES AGREEMENT

This Independent Contractor Consulting Services Agreement (this "Agreement") is made by and between Ronald Mentzer (the "Consultant"), and the City of Crest Hill, an Illinois municipal corporation formed under and by virtue of the constitution and laws of the State of Illinois (the "City"). The City and Consultant may be individually identified as a "Party" or collectively as the "Parties" where appropriate. The City and the Consultant hereby agree as follows:

#### SECTION 1 SCOPE OF AGREEMENT

Section 1.01. Consulting Services. The City hereby engages the Consultant as an independent contractor to provide consulting services to City as from time to time requested by City, and upon the terms and conditions set forth in this agreement. Consultant commits to provide the community development, economic development, organizational efficiency and staff development consulting services covered by this agreement (collectively the "Services") The attached **Exhibit A** identifies the scope and general description of the Services to be provided by the Consultant and the base compensation to be paid to Consultant by the City for those Services. The City and Consultant acknowledge that the Consultant will be subject to the City's day-to-day supervision and control, but only to the extent necessary to allow for the smooth and uninterrupted conduct of City business. Unless otherwise authorized by the Mayor and City Council, City and Consultant acknowledge that the Parties expect the Consultant to provide up to 24 hours of consulting services each week at the direction of the City Administrator, and/or the Community/Economic Development Director or the Mayor in the absence of a City Administrator. The Parties agree the majority of the Consultant's hours of service will be provided at the City's premises.

**Section 1.02. Independent Contractor.** The Consultant remains an independent contractor, and not employee, agent, partner of, or joint venturer with, the City. Further, the Parties agree that the Consultant shall not have any authority to bind the City to any commitment, contract, agreement, or other obligation without the City Council's express written consent and formal approval.

#### **SECTION 2**

#### SERVICES AND OBLIGATIONS OF THE CONSULTANT AND CITY

**Section 2.01. Payment of Compensation.** The Consultant will be paid the Base Compensation (Fees) and will be provided a 1099 Form by the City for all such fees paid. Consultant will be responsible for payment of all wages, other compensation, and related payroll taxes in accordance with federal and Illinois law. The City acknowledges that the

Consultant may engage a financial entity to maintain his financing and record keeping services, which may include the payment of wages and related payroll taxes in accordance with this Section 2.01. The City agrees to cooperate with any such financial entity to ensure timely payment of (i) wages and related payroll taxes pursuant to this Section 2.01, and (ii) fees pursuant to Section 3.

**Section 2.02. Workers' Compensation.** To the extent required by applicable law, the Consultant will maintain in effect workers' compensation coverage covering himself and acknowledges that he will not be covered on the City's workers' compensation insurance.

Section 2.03. Maintenance and Retention of Payroll and Benefit Records. The Consultant shall maintain complete records of all wages and benefits paid and shall retain control of such records and make them available for inspection as required by applicable federal, state, or local laws.

**Section 2.04. Direction and Control.** The Parties agree and acknowledge that the City has the right of direction and control over the Consultant, but only to the extent necessary to allow for the smooth and uninterrupted conduct of City business. The Parties further agree and acknowledge that the City Administrator, and/or the Community/Economic Development Director or the Mayor in the absence of a City Administrator, shall have the authority to exercise the City's right of direction and control.

**Section 2.05. Obligations of the City.** Pursuant to this Agreement the City covenants, agrees and acknowledges:

- a) The City will provide the Consultant with a suitable workplace that complies with US Occupational Safety and Health Administration ("OSHA") statutes and regulations, and all other health and safety laws, regulations, ordinances, directives, and rules applicable to the City and the City's workplace; and
- b) The City retains the right to exert sufficient direction and control over the Consultant as is necessary to conduct the City's business and operations, without which the City would be unable to conduct its business operation(s), or else to comply with any applicable licensure, regulatory, or statutory requirements; and
- c) The City will confer with the Consultant regarding any concern or complaint involving his performance of the Services or conduct under this Agreement; and
- d) The City will not pay any wages, salaries, or other forms of direct or indirect compensation, including any employee benefits whatsoever, to Consultant.
- e) If Consultant is injured while performing the Services to the City, the City and the Consultant will follow all federal and/or state mandated procedures and practices regarding injury claims and reporting.

**Section 2.06. Obligations of the Consultant.** Pursuant to this Agreement the Consultant, agrees and acknowledges:

a) The Consultant will comply with any federal, state, and local law, and any associated regulations, applicable to Contractor, including but not limited to: the federal Patient Protection and Affordable Care Act ("ACA"); Title VII of the Civil Rights Act of 1964, as amended ("Title VII"); the Americans With Disabilities Act of 1990 ( "ADA"); the Age Discrimination in Employment Act ( "ADEA"); the Equal Pay Act of 1963; the Civil Rights Acts of 1866 and 1871 (42 U.S.C. 1981); the Family and Medical Leave Act of 1993 ("ALA"): the Fair Labor Standards Act of 1938 ("FLSA"); the National Labor Relations Act; the Employee Retirement Income Security Act of 1974; the Illinois State Constitution; the Illinois Human Rights Act; and any other federal, state, or local law, statute, ordinance, order, regulation, policy or decision regulating wages and the payment of wages, prohibiting employment discrimination, or otherwise establishing or relating to rights of employees; and

## SECTION 3 FEES PAYABLE TO CONSULTANT

**Section 3.01. Fees.** The City's sole financial obligation to Consultant for the services provided under this Agreement is as follows: The City will pay the Consultant an amount equal to the base compensation for hours actually worked by Consultant, as fully identified on Exhibit A or as may be amended, in writing, and executed by the Parties.

Section 3.02. Payment Method. Every two (2) weeks during the term of this Agreement, the Consultant will invoice the City in writing for the fees owed under this Agreement. Each invoice shall be accompanied by a certified statement of the hours worked by Consultant in the applicable two-week period and a description of the work performed during those hours Within thirty (30) days following receipt of such invoice, along with all required supporting documentation, the City must dispute in writing or pay, in whole or in part, all invoiced amounts by check, wire transfer, or electronic funds transfer to the Consultant tractor as designated on the invoice. Partial payment of any invoiced amount shall not constitute a waiver of the City's right to dispute any other invoiced amount. Late payments will be subject to all applicable interest payments or service charges provided by state or local law. In addition to charging interest or service charges provided by applicable law, the Consultant may, upon written notice to the City, suspend performance of services under this Agreement while any undisputed amount due is past due and remains unpaid.

## **SECTION 4 INSURANCE**

Section 4.01. City General and Professional Liability Insurance. The City must maintain in full force and effect at all times during the term of this Agreement a Comprehensive (or Commercial) General Liability insurance policy or policies (the "City Policy"), with

minimum coverage in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate per annum. In the alternative, as applicable, the City may maintain in full force and effect at all times during the term of this Agreement a self-insured retention ("SIR") which provides the same minimum coverage limits as set forth above. In the event such SIR exists and applies to this Agreement, the City agrees to fully discuss the SR's parameters with the Contractor and its relationship to the City Policy. At a minimum, the City Policy must insure against bodily injury and property damage liability caused by on-premises business operations, completed operations, and/or products or professional services and must provide non-owned automobile coverage.

Section 4.02. The Consultant's General and Professional Liability Insurance. The Consultant must maintain in full force and effect at all times during the term of this Agreement a Comprehensive (or Commercial) General Liability and Professional Liability (if applicable) insurance policy or policies (the "Contractor Policies"), with minimum coverage in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate per annum. At a minimum, the Consultant Policies must insure against bodily injury and property damage liability caused by the Consultant's business operations; the Consultant's completed operations; the Consultant's products or professional services; and/or any actions or omissions of the Consultant. The Consultant will add the City as an additional insured on all Consultant Policies.

**Section 4.03. Certificate of Insurance.** Upon request of either Party, the other Party will promptly issue to the first Party one or more Certificates of Insurance, verifying that Party's compliance with the provisions of Sections 4.01 and 4.02, as applicable, as well as with any other insurance requirements contained within this Agreement.

**Section 4.04. Automobile Liability Insurance.** If the Consultant drives any City or personal vehicle for any reason in connection with the provision of the Services to the City, the City must maintain in effect automobile liability insurance insuring the Consultant and the City against liability for any bodily injury, death, and property damage as may be occasioned thereby.

### **SECTION 5**

## **DURATION AND TERMINANATION OF AGREEMENT**

Section 5.01. Term and Effective Date. The Effective Date of this Agreement is the date that this Agreement is last signed by the City on the signature page (the "Effective Date") and the period during which the Consultant provides the Services to the City is defined as the ("Term"). The Term commences on the Effective Date and will continue for a period of one hundred and eighty (180) days, or until it is terminated in accordance with the remaining provisions of this Section 5. For the purposes of this Agreement, the date on which this Agreement expires and/or is terminated is the ("Termination Date"). By written agreement of the Mayor and City Administrator, with the advice and consent of the City Council, the term of this agreement may be extended for a period of up to ninety (90) days from and after the expiration of the initial term.

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

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

Section 5.04. Termination by the City for Cause. The City may terminate this Agreement at any time for cause. Any termination for cause shall be immediate and shall take effect upon the date that the City gives notice to the Consultant. For the purposes of this Section 5.04, "cause" shall include, but not be limited to:

- a) Consultant's personal dishonesty; and
- b) Consultant's willful misconduct; and
- c) Consultant's intentional failure to perform stated duties; and
- d) The Consultant's willful violation of any law, rule, regulation (other than traffic violations or similar offenses), final cease and desist order, or any other lawful order of any court or body of competent jurisdiction; and
- e) The Consultant's conviction of a crime or act involving moral turpitude, or any final judgment rendered against any Workplace Employee based upon actions which involve moral turpitude.

Section 5.05. Termination Without Cause by Written Notice. Either party may terminate this Agreement without cause upon thirty (30) days written notice. The City shall be responsible for the payment of all fees incurred and owed at the time of the written termination notice and shall have the option of having Consultant continue to provide services and complete outstanding projects during the thirty-day period. The City shall be responsible for payment of all fees incurred during the 30-day period following the termination notice and properly invoiced in accordance with this Agreement.

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#### **SECTION 6**

#### DISCLOSURE AND INDEMNIFICATION PROVISIONS

**Section 6.01. Indemnification by the Consultant.** To the extent permitted by law, the Consultant agrees to indemnify, defend, and hold the City, its elected and appointed officials, employees, agents, successors, and assigns (the "City Parties") harmless from and against all claims, liabilities, damages, attorney's fees, costs, and expenses ("Losses") (a) arising out of the Consultant's breach of its obligations under this Agreement, (b) related to the actions or conduct of the Consultant or the Services provided during the term of this Agreement, (c) arising from any act or omission on the part of the Consultant, including but not limited to any tax liability that the City may incur as of the result of Consultant's failure to pay taxes as required in Section 2.01.

**Section 6.02. Survival of Indemnification Provisions**. The provisions of Section 6 survive and be enforceable beyond and after the expiration or termination of this Agreement.

#### **SECTION 7**

#### MISCELLANEOUS PROVISIONS

**Section 7.01. Amendments.** This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by all the Parties to this Agreement.

**Section 7.02. Binding Effect.** This Agreement inures to the benefit of and binds the Parties and their respective heirs, successors, representatives, and assigns. Neither Party may assign its rights or delegate its duties under this Agreement without the express written consent of the other Party.

**Section 7.03. Counterpart Execution.** This Agreement may be executed and delivered in any number of counterparts, each of which will be an original, but all of

which together constitutes one and the same instrument. This Agreement may be executed and delivered via facsimile or electronic mail.

**Section 7.04. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties regarding the Consultant and the Services to be rendered by Consultant to the City and contains all the terms. conditions, covenants, stipulations, understandings, and provisions agreed upon by the Parties. This Agreement supersedes and takes precedence over all proposals, memorandum agreements, tentative agreements, and oral agreements between the Parties, made prior to and including the Effective Date of this Agreement not specifically identified and incorporated in writing into this Agreement. No agent or representative of either Party has the authority to make, and the Parties will not be bound by or liable for, any statement,

representation, promise, or agreement not specifically set forth in this Agreement which relate to the services to be rendered under this Agreement.

**Section 7.05. Further Assurances.** The Parties will execute and deliver any and all additional papers, documents, and other assurances and do any and all acts and things reasonably necessary in connection with the performance of their obligations under this Agreement.

**Section 7.06.** Number and Gender. Whenever the context herein so requires, the masculine, feminine, or neuter gender and the singular and plural number include the other.

**Section 7.07. Section Headings**. Section and other headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

**Section 7.08.** Severability. If any part or condition of this Agreement is held to be void, invalid or inoperative, such shall not affect any other provision hereof, which will continue to be effective as though such void, invalid or inoperative part, clause or condition had not been made.

Section 7.09. Waiver of Provisions. The failure by one Party to require performance by the other Party shall not be deemed to be a waiver of any such breach, nor of any subsequent breach by the other Party of any provision of this Agreement. Such waiver shall not affect the validity of this Agreement, nor prejudice either Party's rights in connection with any subsequent action. Any provision of this Agreement may be waived if, but only if, such waiver is in a writing signed by the Party against whom the waiver is to be effective.

**Section 7.10.** Confidentiality. Each Party will protect the confidentiality of the other's records and information and must not disclose confidential information without the prior written consent of the other Party. This Section shall not be interpreted or construed to limit the application of (i) the Illinois Freedom of Information Act (5 LCS 140/1, et seq.) ("FOIA") to this Agreement or any documents and records related hereto or (ii) Section 8.11, infra. The provisions of this Section 8.10 are intended and shall be deemed to survive the expiration or termination of this Agreement.

Section 7.11. FOIA. In executing this Agreement, the Consultant acknowledges and understands that the City is a municipal corporation that is a "Public Body" subject to the requirements of FOIA. The Consultant further acknowledges, understands, and agrees that FOIA may operate to require the City to disclose this Agreement and/or any other records or documents related hereto to a third party making a request under FOIA. If the City receives any FOIA request for any record related to this Agreement, the City shall notify the Consultant of said request as soon as practicable. Upon receipt of such notice, the Consultant may either agree to the City's disclosure of the requested records or may demand in writing that the City redact or withhold said records pursuant to this Agreement, provided that any such demand must have a reasonable basis in existing law (including but not limited to the exemptions set forth in FOIA); the City reserves the right to disclose records over the Consultant's objection

if it determines, in its sole discretion, that there is no reasonable basis in law to withhold or redact said records. In the event that the Consultant agrees to the City's disclosure of records, or if the Consultant fails to respond to the City in a reasonably timely manner prior to the City's deadline to respond to the FOIA request, the Consultant hereby releases, waives, and holds harmless the City from any and all injuries, claims of damage, or other liabilities as may be incurred by the Consultant as a result of such disclosure. In the event that the Consultant demands, in writing, that the City redact or withhold any record(s), the Consultant hereby agrees to defend, indemnify, and hold harmless the City from and against any and all claims, damages, liabilities, injunctions, fees, fines, penalties, or any other costs, however described, as may be incurred by or assessed against the City because of the redactions or withholding of records demanded by the Consultant. Further, in the event that the City redacts or withholds any record after a written demand made by the Consultant pursuant to this Section and such redaction or withholding results in any appeal, review, claim, or other litigation before any judicial or administrative body of competent jurisdiction (specifically including, but not limited to, the Public Access Counsellor in the Office of the Illinois Attorney General), the Consultant agrees to reimburse the City for all costs and expenses, including but not limited to any and all reasonable attorneys fees, incurred by City in defense of such appeal, review, claim, or other litigation. The provisions of this Section 7.11 are intended and shall be deemed to survive the expiration or termination of this Agreement.

Section 7.12. Governing Law; Choice of Forum. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois, without the application of any of that state's conflicts of laws principles. By executing this Agreement, the Parties hereby submit to the sole and exclusive personal and subject matter jurisdiction of the Circuit Court for the Twelfth Judicial Circuit, Will County, Illinois. To the extent permitted by law, the Parties hereby agree (i) that any claim or dispute between the Parties arising out of this Agreement shall be brought only in said court, (ii) to waive any and all lights that they have or may hereinafter acquire to file any motion to dismiss for want of jurisdiction in said court, (iii) to waive any and all rights that they have or may hereinafter acquire to seek removal of any such claim to any federal court, and (iv) to waive any and all rights that they have or may hereinafter acquire to file any motion seeking to change the venue of any such claim or dispute to any other court, including but not to by filing any motion forum non conveniens. The provisions of this Section 7.12 are intended and shall be deemed to survive the expiration or termination of this Agreement.

**Section 7.13. Attorneys' Fees.** The Parties agree that, in the event of litigation under or in relation to this Agreement, each Party shall bear its own costs and shall further be liable for only those attorneys' fees and costs incurred by that Party. The provisions of this Section 7.13 are intended and shall be deemed to survive the expiration or termination of this Agreement.

**Section 7.14. Force Majeure**. The Consultant will not be responsible for failure or delay in performance of the services to the City if the failure or delay is caused by labor disputes and strikes, fire, riot, terrorism, acts of nature or of God, or any other causes beyond the control of the Consultant.

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Section 7.15. Non-Disparagement. The Consultant agrees that he will not at any time whether during or after the Term of this Agreement, make, publish, or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments, or statements concerning the City, its elected and appointed officers, or any of its employees, agents, or representatives. This Section 7.15 does not in any way restrict or impede the Contractor from exercising any protected rights to the extent that such rights cannot be waived by agreement or from complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law, regulation, or order. The Consultant shall promptly provide written notice of any such order to the City. The provisions of this Section 7.15 are intended and shall be deemed to survive the expiration or termination of this Agreement.

# SECTION 8 NOTICES

**Section 8.01. Notices.** All Notices given under this Agreement must be written and may be given by personal delivery; first class U.S. Mail; registered and certified mail, return receipt requested; overnight delivery service; or electronic mail.Notices will be deemed received at the earlier of actual receipt or three (3) calendar days from the mailing date. Notices must be sent to the Parties at their respective addresses shown below. A Party may change its address for notice by giving written notice to the other Party.

If to the Consultant:	Ronald Mentzer
	27w740 Greenview Avenue, Warrenville, IL 60555
	Email: rmentzer@scptnrs.com
If to the City:	Mayor Raymond Soliman
	City of Crest Hill
	20600 City Center Boulevard, Crest Hill, IL 60403
is the date this Agreement is last sig  Ronald Mentzer	ties executed this Agreement on the Effective Date, which gned by the City.
	_, Date:
The City of Crest Hill	
	_, Date:
By: Mayor RAYMOND SOLIMAN	1

#### **EXHIBIT A**

**CONSULTANT: Ronald Mentzer** 

TERM OF ENGAGEMENT: From (TBD), 2025 to (TBD), 2025

SCOPE OF SERVICES: The Consultant will provide municipal community development, economic development, private development review/processing, tax increment financing, organizational and operational efficiency, and other management consulting services focused on:

- 1. Providing contiguity in City of Crest Hill Community Development Department operations during Patrick Ainsworth's transition as the City's new, full-time, Community and Economic Development Director
- 2. Providing project review and City approval process support on significant ongoing development projects and proposals in order to enable the new Community and Economic Development Director to focus meaningful time on City economic development efforts. Significant ongoing development projects and proposals include, but are not limited to: the Lockport Township Fire Protection District's proposed new training and equipment maintenance facility, the redevelopment of significant portions of the Stateville Penitentiary Property, the development of the balance of the Heidner Property at the northwest corner of Weber Road and Division Street, the development of the Lucky Brothers gas station, convenience store, and Dunkin Donuts store at the southwest corner of Broadway Street and Caton Farm Road, MIF's development of a 150,000+ sq. ft. industrial/warehouse/office building at the south end of Advantage Drive, and the development of the A & D storage facility at the southwest corner of Borio Drive and Renwick Road.
- 3. Providing project review, City approval process coordination, and property sale support for the pending sale and redevelopment of the former City of Crest Hill City Hall site to QuikTrip.
- 4. Transferring institutional knowledge regarding City regulations, review and approval processes, staffing and operational challenges and opportunities to new full-time Community and Economic Development Director.
- 5. Assisting in the review and potential creation of a new East Weber Road/ Caton Farm Road TIF District and private sector TIF assistance and other economic development incentive requests.
- 6. Assisting in the preparation and filing of the required annual Tax Increment Financing District Fiscal Reports with the State of Illinois and the City's conduct of the required Tax Increment Financing Joint Review Board meetings for the two existing TIF Districts the City currently has in place.

BASE COMPENSATION: \$115.00/hour for hours actually worked. Maximum number of hours per week shall be 24 unless otherwise authorized by the Mayor and City Council.

RONALD MENTZER	
Date:	
THE CITY OF CREST HILL	
By: RAYMOND SOLIMAN	
Its: Mayor	
Date:	

#### Item 4.

## RONALD MENTZER

Ronaldmentzer@gmail.com, 331.701.9961

Community and economic development director skilled in driving sustainable community growth and economic vitality through proactive planning, collaborative communication, creative investment, and strategic execution.

- Forward-focused senior advisor with vast experience recognizing opportunity, implementing creative solutions, and coordinating the entitlement and implementation of complex real estate development, community enhancement, and public infrastructure projects that create sustainable wealth and enhance community vitality. Expertise in fostering processes that support quality decision-making.
- ➤ Entrepreneurial-minded strategist skilled at leveraging economic, market, demographic, and political conditions to create opportunity. Extensive experience building relationships with diverse stakeholders and facilitating efficient and inclusive public planning and zoning entitlement processes that generate consensus and accomplish community goals.
- ➤ Self-aware, progressive, and approachable servant leader committed to developing talent, building high-performing teams, and cultivating a culture of service, respect, and integrity. Life-long learner who embraces growth, change, and innovation. Communication, collaboration, strategic thinking, and driving results complement leadership skills.

## **EXPERIENCE**

## **CITY OF WARRENVILLE, IL.**

Progressive municipality with 76 full time employees, an annual general fund budget of \$14.3 million, a population of 14,655, and located in the heart of the second most affluent and populous county in Illinois.

#### **DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT** (2017-2023)

Led a ten-member team and coordinated the organization's long-range planning, economic development, building permit, real estate project entitlement, and construction inspection responsibilities. Formulated and implemented the organization's economic development vision and strategy, developed RFPs and grant applications, managed controversial and complex projects, created and administered budgets, selected and coordinated work of specialized consultants and legal counsel, reviewed proformas, prepared detailed project reports and key policy documents, and presented recommendations to stakeholders and decision-makers at public meetings.

#### **HIGHLIGHTS OF ACHIEVEMENT:**

- *TIF Districts:* Directed the creation and administration of two new tax increment financing (TIF) districts which together encompass approximately 450 acres and generated \$2.5 million in TIF revenue in 2022. Negotiated four TIF redevelopment agreements that facilitated \$140+ million in private investment since 2019.
- **Housing:** Coordinated preparation, adoption, and implementation of the City's first Housing Action Plan which facilitated the development of a diverse mix of 1,200+ housing units since 2019.
- City Redevelopment Sites: Spearheaded a ten-year effort to assemble and partner with the private sector to
  redevelop a prominently located industrial brownfield property into a \$13.5 million, 27-unit, compact single-family
  neighborhood which generates \$300,000 in annual TIF revenue. Led effort to acquire and demolish a brownfield
  gas station site and several adjacent dilapidated structures. Facilitated preparation, funding, and implementation of
  coordinated environmental remediation and mixed-use redevelopment plans for these high-profile redevelopment
  sites.
- **Strategic Leadership:** Transitioned department head position from a tactical to a leadership role with a priority focus on vision, strategy, outcomes, service, talent development, and organization culture. Led department and played a key role in the organization's ability to provide high-quality service through COVID-19. Restructured the department and managed an unprecedented level of succession in key personnel and consultant partners.

#### Item 4.

#### **COMMUNITY DEVELOPMENT DIRECTOR** (1994 to 2017)

Recruited as the City's first Community Development Director. Managed a growing staff and a diverse team of consultants and legal advisors. Fostered collaborative long-range planning efforts and modernized building permit review and inspection, code enforcement, private real estate development project entitlement, and stormwater/floodplain management service delivery. Performed official duties of the Zoning Administrator, Stormwater and Floodplain Management Administrator, and Building Official through a period of unprecedented transformation in the organization and community.

#### **HIGHLIGHTS OF ACHIEVEMENT:**

- Economic Development: Led preparation, adoption, and implementation of the City's first Economic Development Strategic Plan. Directed the redevelopment of a 650-acre quarry into the \$500+ million Cantera mixed-use development. This project included the construction of \$57 million in new public infrastructure improvements, generated \$106 million in TIF revenue, and currently produces over half of the City's annual tax revenue.
- **Public Facility Construction:** Integral member of the intergovernmental teams created to coordinate the design. funding, approval, and development of a new recreation center, middle school, Police Department headquarters, City Hall, public works facility, trailhead park, and the renovation/expansion of the public library.
- Route 56 Expansion: Championed the City's efforts to successfully persuade the Illinois Department of Transportation to redesign the Route 56 Expansion Project to address significant local concerns and design expectations. Secured a \$1 million grant that funded extensive local streetscape enhancements installed in conjunction with this project.
- Trail and Environmental Enhancements: Coordinated the design, funding, and implementation of over 10 miles of new multi-use trails and more than \$50 million in environmental restoration and flood mitigation improvements along the West DuPage River Corridor. Facilitated efforts to obtain SolSmart Gold and League of American Bicyclists Bike Friendly Community Bronze designations.
- Strategic Leadership: Reduced costs, increased revenues, and improved service levels through the strategic replacement of consultants with new part- and full-time staff. Led the creation, adoption, and implementation of TIF redevelopment, subarea land use, and bicycle and pedestrian enhancement plans.

#### **VILLAGE OF CAROL STREAM, IL.**

A growing municipality located in the north-central section of DuPage County with over 1,000 businesses, 40,000 residents, two million sq. ft. of commercial building space, and 22 million sq. ft. of industrial building space.

#### **VILLAGE PLANNER** (1991 to 1994)

Coordinated the review and processing of all requests before the Plan Commission/Zoning Board of Appeals during a period of significant residential subdivision and large warehouse/distribution development.

#### PLANNING TECHNICIAN (1989 to 1991)

Reviewed all building permit applications and proposed site plans for compliance with Village zoning, sign, fence, and landscape regulations.

#### **EDUCATION AND PROFESSIONAL DEVELOPMENT**

BACHELOR OF SCIENCE - RESOURCE MANAGEMENT & URBAN PLANNING | University of Wisconsin Stevens Point

INTERNATIONAL ECONOMIC DEVELOPMENT COUNCIL ACCREDITED COURSES | Real Estate Development and Reuse, Business Retention and Attraction, Economic Development Credit Analysis, Economic Development Strategic Planning, and Basic Economic Development



## Agenda Memo

Crest Hill, IL

**Meeting Date:** 02/24/2025

**Submitter:** Glenn Gehrke

**Department:** Finance

**Agenda Item:** Ord. 1263 – Chapter 2.12.010

**Summary:** 

Guidance: Ordinance 1263

Definition: Paid Absences - tracking and rate changes are based on the City's Fiscal Year, May 1<sup>st</sup> through April 30<sup>th</sup>.

Per Ordinance 1263 Chapter 2.12.010 - Alderpersons are allowed up to four absences for City Council Meetings and Work Sessions/Committee Meetings per fiscal year.

As there are two different rates, with preference given to the higher rate for City Council Meetings, paid absences at the lower rate (Work Sessions/Committee Meetings, \$55/occurrence), may be converted to the higher rate absence (City Council Meetings, \$200). The maximum allowable paid absences are four City Council Meetings at \$200 each, a total of \$800. This is still limited to 4 occurrences in total. Example: 3 City Council Meetings, 1 Work Session.

Conversion of lower rate absence to higher rate absence:

#### Example:

An Alderperson was paid for 4 missed Work Sessions in May and June. Then the Alderperson missed 2 City Council Meetings in October.

In the payment example below, we can see that the Alderperson received four payments of \$55, as per the ordinance. However, upon missing the two City Council Meetings in October, two of those Work Session payments were converted to City Council Meeting payments by paying the difference of \$145 (\$200- \$55 = \$145), for each of the two October City Council Meetings.

## Payments:

- 1. Work Session 4 paid Absences \$55, \$55, \$55, \$55
- 2. City Council Meeting 2 paid Absences \$145, \$145

**Recommended Council Action:** This is the guidance on the current ordinance as recommended by the staff.

## **Financial Impact:**

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

Cost: N/A

## **Attachments:**

## CHAPTER 2.12: ALDERPERSONMAN<sup>1</sup>

#### Section

- 2.12.010 Compensation
- 2.12.020 Number of alderpersonsmen

#### § 2.12.010 COMPENSATION.

- (A) Each Aldermen elected in 1999 shall be paid \$100 per City Council meeting actually attended until May 1, 2003. Each Aldermen elected in 2001 shall be paid \$150 per City Council meeting actually attended until May 1, 2005. From and after May 1, 202503, each Alderpersonmen elected in 2003 shall be paid \$200.00 per regular and special City Council meeting (including special meetings) actually attended and \$55.00 per City Council Work Session or Committee meeting actually attended. From and after May 1, 2005, each Aldermen elected in 2005 shall be paid \$200 per City Council meeting (including special meetings) actually attended.
- (B) From and after May 1, 2025. Until May 1, 2001, each Alderperson shall be allowed four (4) paid absences per calendar year. men may be allowed two absences per year. From and after May 1, 2001, each Aldermen shall be allowed four paid absences per year. Until May 1, 20023, each Aldermen shall be paid \$50 per City Council work session or City Council committee meeting. From and after May 1, 2003, each Aldermen shall be paid \$55 per City Council work session or City Council committee meeting. From and after May 1, 2005, each Aldermen elected in 2005 shall be paid \$55 per City Council work session or committee meeting. There shall be no limit on the number of work sessions or committee meetings per month for which an Alderperson men may be paid. In computing yearly absences, the paid absence allowances shall be applied first to regular or special City Council meetings, and then to work sessions or committee meetings.

('78 Code, § 2.12.010) (Ord. 29, passed - -61; Am. Ord. 611, passed - -85; Am. Ord. 875, passed 2-15-93; Am, Ord. 1002, passed 10-7-96; Am. Ord. 1165, passed 10-16-00; Am. Ord. 12163, passed 9-16-02)

#### § 2.12.020 NUMBER OF ALDERPERSONSMEN.

The city shall retain eight alder<u>personsmen</u>, the number that existed prior to the 2010 federal decennial census, as authorized by the Illinois Municipal Code, ILCS Ch. 65, Act 5, § 3.1-20-10.

(Ord. 1585, passed 12-19-11)

<sup>&</sup>lt;sup>1</sup> For statutory provisions on the election and qualification of city alder<u>personsmen</u>, see ILCS Ch. 65, Act 5, § 3.1-20-20 et seq.

#### CHAPTER 2.12: ALDERPERSON<sup>1</sup>

#### Section

2.12.010 Compensation

2.12.020 Number of alderpersons

#### § 2.12.010 COMPENSATION.

- (A) From and after May 1, 2025, each Alderperson shall be paid \$200.00 per regular and special City Council meeting actually attended and \$55.00 per City Council Work Session or Committee meeting actually attended.
- (B) From and after May 1, 2025, each Alderperson shall be allowed four (4) paid absences per calendar year. There shall be no limit on the number of work sessions or committee meetings per month for which an Alderperson may be paid. In computing yearly absences, the paid absence allowances shall be applied first to regular or special City Council meetings, and then to work sessions or committee meetings.

('78 Code, § 2.12.010) (Ord. 29, passed - -61; Am. Ord. 611, passed - -85; Am. Ord. 875, passed 2-15-93; Am, Ord. 1002, passed 10-7-96; Am. Ord. 1165, passed 10-16-00; Am. Ord. 12163, passed 9-16-02)

#### § 2.12.020 NUMBER OF ALDERPERSONS.

The city shall retain eight alderpersons, the number that existed prior to the 2010 federal decennial census, as authorized by the Illinois Municipal Code, ILCS Ch. 65, Act 5, § 3.1-20-10. (Ord. 1585, passed 12-19-11)

<sup>&</sup>lt;sup>1</sup> For statutory provisions on the election and qualification of city alderpersons, see ILCS Ch. 65, Act 5, § 3.1-20-20 et seq.



## Agenda Memo

Crest Hill, IL

**Meeting Date:** 02-24-25

**Submitter:** Police Chief Edward Clark

**Department:** Police Department

**Agenda Item:** Request to purchase four Ford Interceptor Hybrid Vehicles per DCEO grant

reimbursement award

Summary: Mayor and Council,

The Police Department has applied for a grant through the Department of Commerce and Economic Opportunity to purchase four new squad cars in 2024. This grant operates on a reimbursement basis, requiring the City to make the initial purchase before receiving funds. The total grant award is \$250,000.

We have priced out the vehicles through the Suburban Purchasing Cooperative, with the estimated breakdown as follows:

• **2025 Police Hybrid Interceptor Vehicles (4):** \$196,008

• Equipment for four vehicles: \$48,000

Installation: \$16,000Graphics: \$4,000Total: \$264,008

After consulting with our mechanics, we intend to repurpose as much existing equipment as possible, which may allow us to stay within or even under the grant amount. Additionally, we have available funds to cover any incidental costs related to equipment installation.

This is a great opportunity for the Police Department to enhance our fleet, and I appreciate your consideration. I look forward to discussing this further and seeking permission to proceed with the order.

**Recommended Council Action:** Request to Order four Police Interceptor Hybrid Vehicles per DCEO grant reimbursement award

Financial Impact: \$14,008.00(estimate)

**Funding Source:** 

**Budgeted Amount: None** 

**Cost:** \$14,008.00

#### **Attachments:**