

City Council Work Session Crest Hill, IL September 11, 2023 7:00 PM

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

Agenda

- 1. Open House/Ribbon Cutting Discussion
- 2. Funding for Well 14 Drilling Improvement.
- 3. City Welcome Signs-Change Order No 1-Carillon Lakes
- <u>4.</u> Borio Dr, Waterford and Gaylord Roadway Rehabilitation Project-Design Engineering Services
- 5. Revised Dress Code Policy for Employee Handbook
- <u>6.</u> Consideration of Employee Transfer Policy
- 7. \$897,704 Additional Contribution to the Police Pension Fund
- 8. Places for Eating Tax Update
- 9. Public Comments
- 10. Mayor's Updates
- 11. Committee/Liaison Updates
- 12. 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: | September 11, 2023

Submitter: Ronald J Wiedeman

Department: Engineering

Agenda Item: Funding for Well 14 Drilling Improvement.

Summary: Under the direction of public works, bids were advertised and solicited for qualified contractors to provide unit price costs for the Well 14 Drilling Project Improvement.

Currently, the improvement is not included in this year's approved city budget, but funding for this project was to come from several different outside sources and they are as follows:

- American Rescue Fund-\$500k
- DCEO-\$400k

A total of two (2) local prequalified general contractors picked up bids and two (2) submitted bids. The bids were received electronically via QuestCDN.com for the improvement until 2:00 PM local time on Monday, August 14, 2023. Bids were opened and read aloud on Thursday, August 14, 2023, at 2:00 PM publicly via teleconference. The following is a list of the bids received:

Results

1.	Great Lakes Water Resources	\$752,984.00
2.	Cahoy Pump Service	\$795,783.00

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

Strand will be performing construction inspection on a part-time basis. Some of the items they will be performing are to document that work being completed is being done according to the plans, review shop drawing, pay requests review and approval, attend field meetings and perform preliminary layout and inspection. The construction engineering agreement is estimated around \$60,000.00.

The city has not received funding from either of the sources discussed above and the timeframe for when the funds will be received is not known. Therefore, in order to move forward with this improvement, the city will need to pay for the project with its own funds and then once the funds above are received the appropriate funds can be credited back.

It is the staff's suggestion to award the project so the drilling of the well can be completed keeping the timeline in place to provide the city the additional water capacity that is required to supply the residents of the City.

Staff suggest the following changes to the current budget in order to pay for this work.

- 1. Move \$370,000.00 from 12-00-7640 to 12-00-7615.
- 2. Move \$175,000.00 from 07-06-5332 to 12-00-7615.
- 3. Use \$268,00.00 of fund balance.

Recommended Council Action: Direct staff if the proposal to fund this project is acceptable.

Financial Impact:

Funding Source: Water

Budgeted Amount: NOT INCLUDED IN THE 2024 BUDGET

Cost: \$812,984.00

Attachments:



Agenda Memo

Crest Hill, IL

Meeting Date: | September 11, 2023

Submitter: Ronald J Wiedeman

Department: Engineering

Agenda Item: City Welcome Signs-Change Order No 1-Carillon Lakes

Summary: With the change in the location of the Crest Hill sign from the corner of Renwick Rd. and Gaylord to a location within Carillon Lakes additional work that was not included in the contract is required and as requested by Carillon Lake's HOA will need to be completed to place the stone sign at this new location. The items are as follows:

- Remove an existing brick column and footing and dispose of all materials.
- Relocate an existing brick column and footing approximately 12 ft south of its current location.
- Relocate existing two rail white plastic fence south of its current location and tie into relocated brick column and existing column in located to the southwest corner of the property.
- Create a new planting bed in front of the relocated two rail plastic fence.
- Provide new plants for the new planting bed as requested by Carillon Lakes.
- Relocate existing day lilies from existing planting bed where the new sign will be located into the new planting bed.
- Remove existing bushes from existing planting beds where the fence is today and plant new grass (seeding and blanket)

Recommended Council Action: To approve Change Order No 1 for the city of Crest Hill welcome sign project for an amount not to exceed \$11,216.50.

Financial Impact:

Funding Source: General Fund **Budgeted Amount:** \$250,000.00

Cost Approved to Date: \$190,000.00

Award Construction Amount \$190,000.00

Plus, Change Order No.1 \$11,216.50

New Cost Approved to Date \$201,216.50

Attachments:

Chicago Sign Group-Change Order 1.pdf

Stone layouts REV D.pdf

Item 3.

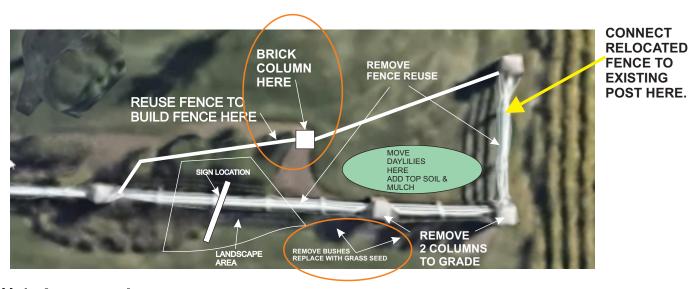
Chicago Sign Group, llc CHANGE ORDER #1 305 Albert Drive, Vernon Hills, IL 60061 847.899.9021 www.chicagosigngroup.com City of Crest Hill City Entrance Signs Contact: Ron Wiedeman Company: City of Crest Hill 8/13/2023 20600 City Center Blvd Today's Date: City,St, zip Rwiedeman@CityofCresthill.com Fmail: Crest Hill, IL 60403 Ph# Job site: 815-741-5122 cell fax Box Box Only Box w/ Blank Box w/ Dec'rated DECORATED No Faces Lexan Faces White Faces only LEXAN Signs S/F D/F D/F D/F FACE ONLY 21 22 31 40 4,7,10,12 Depth: Verticle (in): Box sign or face \$0.00 Horiz. (in): routed faces \$0.00 Face Code: Installation \$0.00 Quantity: delivery \$0.00 Copy: steel pipes \$0.00 Colors: Electronic message sign (cost TBD) \$0.00 Install: See Below Permits/fees Install: Total \$0.00 Channel letters Rev. Channel Channel Open Face Plex Backs only Letters 30 41 FACE COLOR **UPPER CASE DIM:** # Let: Code: Letters Total: \$0.00 LOWER CASE DIM: # Let: TRIM COLOR: Code: Install Total \$0.00 UPPER CASE DIM: # Let: \$0.00 RETURN COLOR: Code: Specia LOWER CASE DIM: RACEWAY?: # Let: Code: Special \$0.00 RACEWAY LENGTH: RACEWAY COLOR: Special \$0.00 COPY MISC. DETAILS: WALL SURFACE: Permits/fee See Below INST. DETAILS PERMITS: Ch. Ltr Total **Item Description** Qty Price ea Item Total Carillon Lakes Crest Hill Change Order Relocate Brick column 1.560.00 New foundation 42in deep 1.560.00 See drawing update relocate one (1) brick column use existing cap 3,560.00 3,560.00 Relocate Fence 3,225.00 3,225.00 Buy posts as needed, dig holes and relocate posts as needed remove posts and dispose that are not needed. Jack hammer foundation just below grade Match Bur Oak Group proposal 2,871.50 2,871.50 Remove existing plant material where fence has been removed Seed the area with grass seed NO CHARGE Create new planting beds in front of newly relocated fence Provide and install Hydrangea "Lime Light" #5 Provide and install Daylily "Happy Returns" #1 Dispose of soil off site Labor 50% down remainder upon completion **Grand Total** \$11,216,50



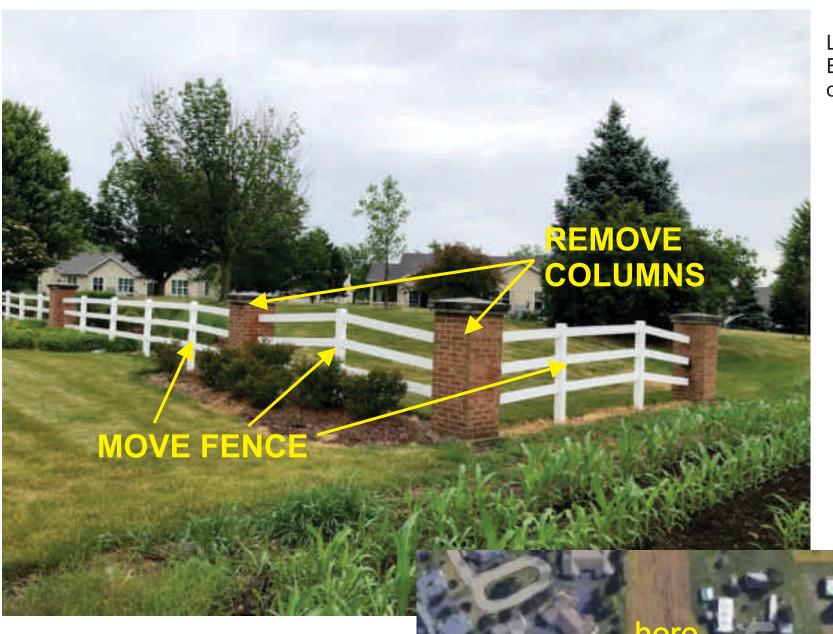
Primary Sign #1 Location

Gaylord Rd. & Renwick Rd. (Sign moved farther East from Gaylord intersection.)





Primary Sign #1 Location



Renwick Rd

LOCATION Item 3.
East of Gaylord Rd.
on Renwick Rd.

Ohultz F



LOCATION 1 [stem 3.]
East of Gaylord Rd.
on Renwick Rd.



Agenda Memo

Crest Hill, IL

Meeting Date: | September 11, 2023

Submitter: Ronald J Wiedeman

Department: Engineering

Agenda Item: | Borio Dr, Waterford and Gaylord Roadway Rehabilitation Project-Design

Engineering Services

Summary: Staff would like to begin engineering work on the project for the 2024 construction season. The locations are listed below for base bid or bid alternates. The locations listed as base bid are locations previously presented to council (January 2023) to be scheduled to be completed in the summer of 2024. The bid alternate are locations that will be included in the contract as alternates. These alternate locations will be considered based on the bids received and the budget available. Once the costs are known staff will bring to the council a recommendation of award based on the amount of work that can be completed within the budget available.

Base Bid Locations

- Borio Dr from Essex Ct to Spruce Ln
- Catalpa Court
- Waterford Dr from Gaylord to West End
- Watertower Pl from Waterford Dr. to Gaylord

Alternate Locations

- Borio Dr Spruce Ln to Renwick
- Borio Dr. Randich to Division
- Jasmine Dr. Waterford Dr to Juricic Dr.
- Gaylord Renwick to 900 ft north of Lakeview

Attached is an agreement from Christopher B. Burke Engineering, Ltd. to provide professional design services to complete the bid plans and prepare the bid documents for bids in March 2024.

These services will include the following:

- Field Work
- Pavement Cores
- Utility Coordination
- Preparing and Receiving Required Permits for the project

- Preparation of Plans and Specifications and Construction Estimates
- Quality Assurance/Quality Control
- Project Administration and Management
- Attend Project Meeting
- Provide support during the bidding process.

Construction Engineering has not been negotiated at this time, but will be once the project is ready for bid. Once the construction engineering scope and fee are determined an agreement will be presented to the City Council for review and approval.

The project schedule is to have the entire bid package ready for bidding by March 2024 with construction starting in summer 2024.

Recommended Council Action: Execution of a professional services agreement with Christopher B. Burke Engineering, Ltd. to perform design engineering services for the Borio Dr., Waterford and Gaylord 2024 Roadway Rehabilitation projects for a not to exceed amount of \$39,965.00.

Financial Impact:

Funding Source: General Fund-(Capital Projects)

Budgeted Amount \$205,000 (2024 budget)

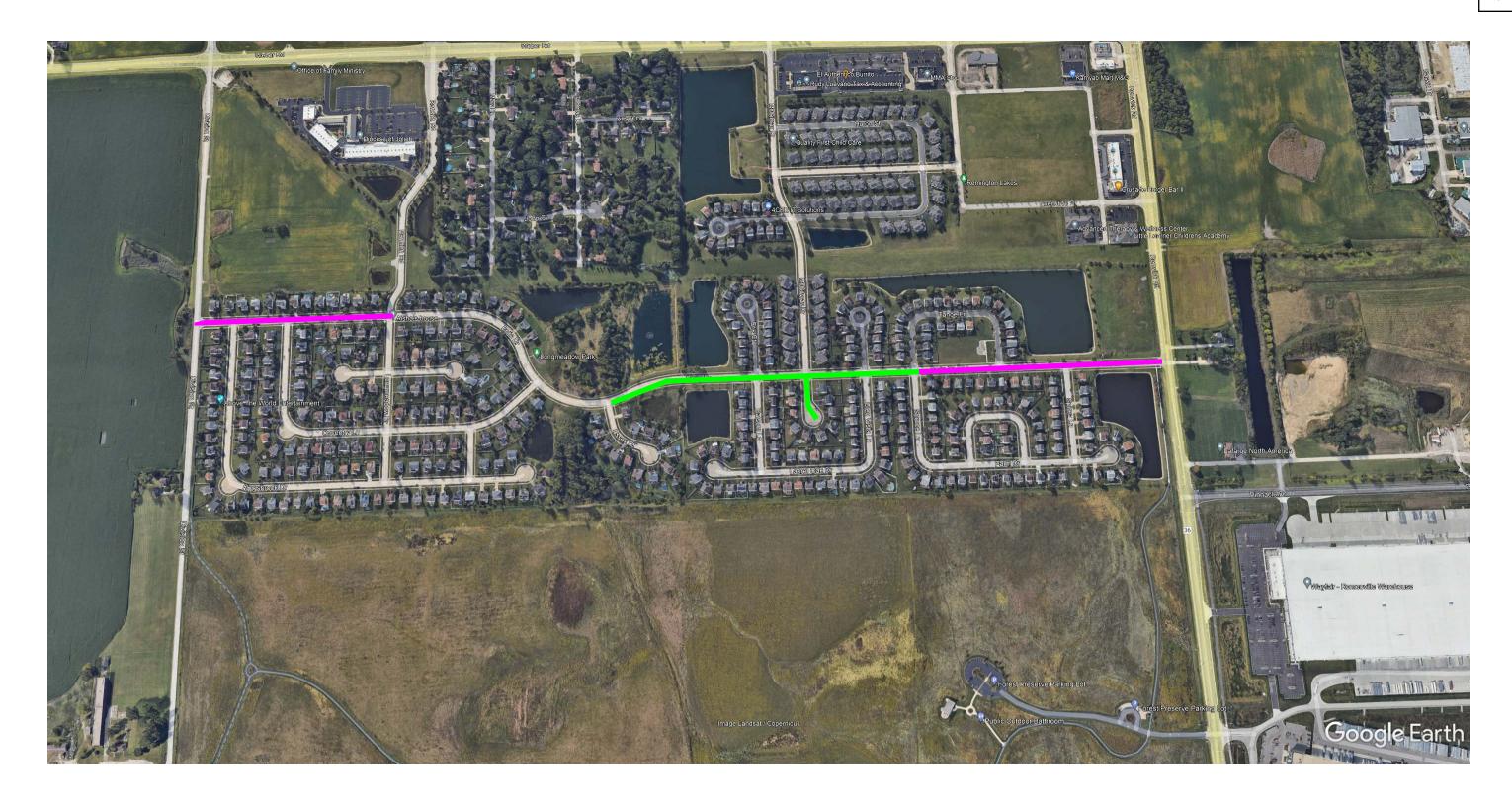
Cost: \$39,965.00

Total Budget amount spent to date: \$64,615.00.

Attachments:

2024 Locations.pdf

CBBEL-Crest Hill 2024 Roadway Rehab Design.082323.pdf

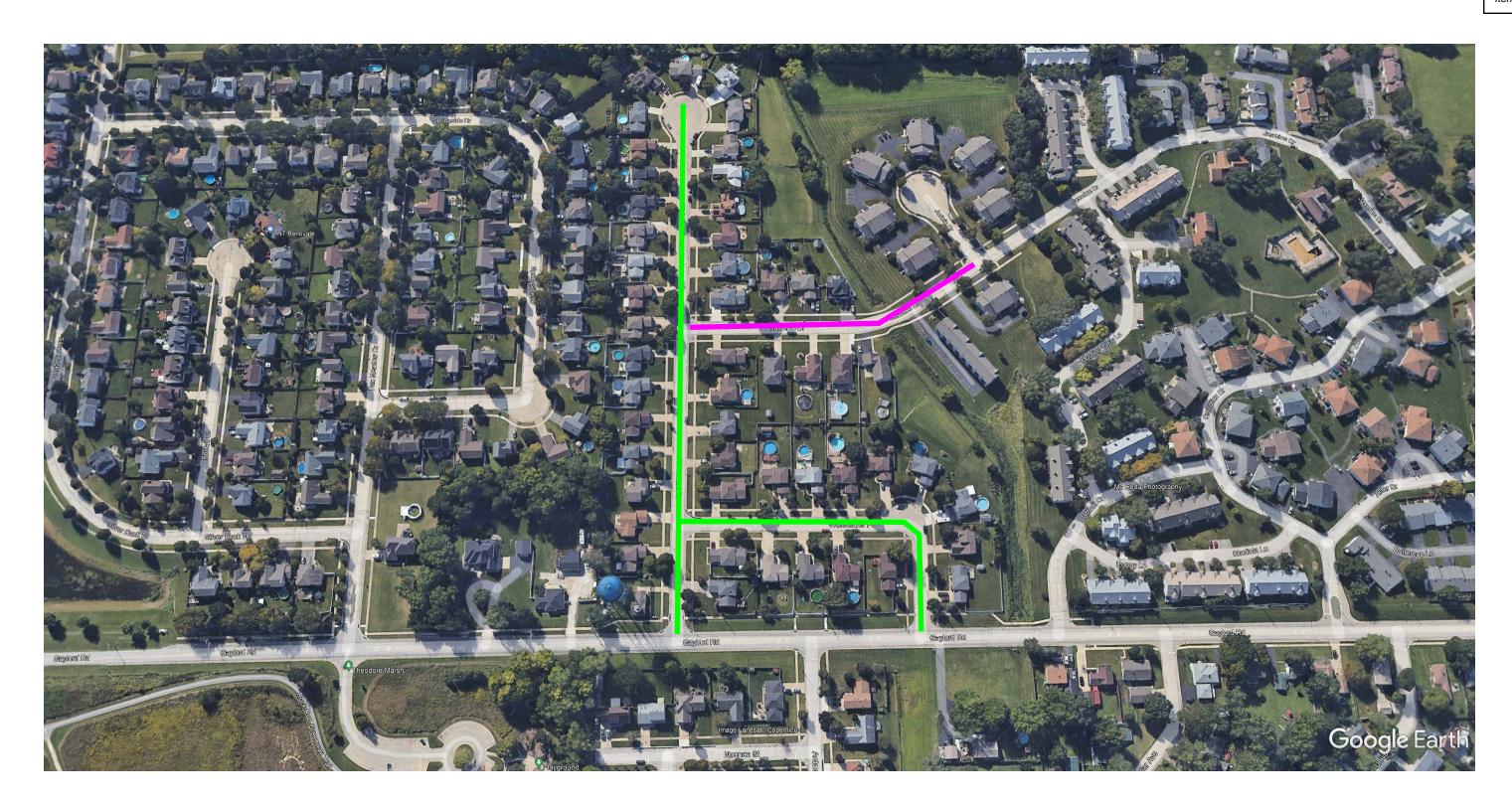


Base Locations 1. Borio Dr. from Essex Ct to Spruce Ln 2.Catalpa Ct

Alternate Locations
1. Borio Dr from Spruce to Renwick
2. Borio Dr. from Randich to Division



Alternate Location 1.Gaylord North of Lakeview to Renwick



- Base Location

 1. Waterford Dr from Gaylord to West End

 2. Watertower Pl from Waterford Dr to
 Gaylord

Alternate Location

1. Jasmine Dr from Waterford Dr to Juricic Ct.



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

August 28, 2023

City of Crest Hill 2090 Oakland Avenue Crest Hill, IL 60403

Attention: Ron Wiedeman, PE – City Engineer

Subject: Professional Engineering Services Proposal for Design Services

2024 Roadway Rehabilitation

Crest Hill, Illinois

Dear Mr. Wiedeman:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to provide this proposal for professional design engineering services related to the design of the 2024 Roadway Rehabilitation project in the City of Crest Hill. Included in this proposal are our Understanding of the Assignment, Scope of Work and Estimated Fee.

UNDERSTANDING OF THE ASSIGNMENT

The general scope of this proposal includes preparation of final design and bidding documents for the 2024 Roadway Rehabilitation project. The project is anticipated to include the following streets:

Street From		То	Length			
Base Bid						
Borio Drive	Essex Court	Spruce Lane	1,700 feet			
Catalpa Court	Borio Drive	East End	300 feet			
Waterford Drive	Gaylord Road	West End	1,200 feet			
Watertower Place Gaylord Road		Waterford Drive	700 feet			
	Bid Alte	ernate				
Borio Drive	Spruce Lane	Renwick Road	1,350 feet			
Balsum Lane	Borio Drive	Laurel Oak Court	500 feet			
Borio Drive	Randich Road	Division Street	1,050 feet			
Jasmine Drive	Waterford Drive	Juricic Drive	650 feet			
Gaylord Road	Renwick Road	900' North of Lakeview	4,000 feet			

All streets will edge grinded and overlaid with hot-in-place recycled HMA and 1.5" HMA surface course. The project will also include pavement patching, spot concrete repairs

(curb and gutter, sidewalk, driveway aprons, etc.), structure adjustments, and restoration. All existing drainage, water and sanitary sewer systems will remain in place and will not be improved as part of this project.

We understand that local and MFT funds will be used for design and construction. The plans will need to be approved by IDOT, and the design will be completed in conformance with IDOT MFT requirements.

The scope of this proposal also includes pavement cores, engineering design, preparation of a construction specification booklet and Engineer's Opinion of Probable Cost, and bidding assistance.

SCHEDULE

With the understanding that that this agreement will be executed before the end of October 2023, we anticipate completing the final design effort by February 2024 to facilitate bidding in March or April 2024.

SCOPE OF WORK

<u>Task 1 – Field Reconnaissance</u>: CBBEL will perform a field reconnaissance of the streets included in the project. The purpose of the field reconnaissance will be to verify the method of rehabilitation, confirm the limits of work and estimate the quantity of structure removals and replacements. During the reconnaissance, all drainage, sanitary sewer and valve vault structures shall be opened and inspected to identify any deficiencies that should be corrected as part of the project.

The results of the field reconnaissance will be used to calculate the plan quantities for the resurfacing and pavement rehabilitation work. The results of the field reconnaissance will be coordinated with the City and compared to previous estimates to determine their impact on the estimated construction cost.

<u>Task 2 – Pavement Cores</u>: CBBEL's subconsultant, Seeco Consultants (Seeco), will obtain eighteen (18) pavement cores to determine the existing cross-section of the pavements and subgrade conditions within the project area. Seeco will prepare a report describing existing conditions and make recommendations for remediation. The report will be performed by a geotechnical engineer and reviewed by CBBEL.

<u>Task 3 – Pre-Final Design:</u> CBBEL will prepare pre-final engineering design documents consisting of pavement rehabilitation limits overview plan, specifications, and an estimate of construction cost. The pavement rehabilitation limits overview plan will be included in the specifications booklet. A standalone plan set, including detailed street-by-street plan roadway improvement plan sheets, will not be prepared.

All special contract special provisions will be prepared in IDOT MFT standard format and submitted to IDOT for approval. Limits of curb ramp ADA improvements will be verified and quantified in the field by an experienced construction engineer. This task does not include topographic survey or preparation of ADA curb ramp details.

<u>Task 4 – Final Design:</u> Based on the City's pre-final review comments, CBBEL will revise the design documents. During this task, the exact letting date will be determined and an estimated construction schedule will be provided. The final design documents will be submitted to the City for review and approval, and CBBEL will finalize the plans, specifications, and estimate for bidding.

<u>Task 5 – Bidding Assistance:</u> CBBEL will prepare the Notice to Bidders, advertise in the IDOT Local Roads bulletin and facilitate Contractor pickup of electronic drawings through QuestCDN. CBBEL will review and tabulate the bids and make a recommendation of award.

<u>Task 6 – Project Coordination and Meetings:</u> CBBEL will coordinate with the City and project stakeholders throughout the design of the project. In addition to phone conversations and written and electronic coordination, it is anticipated that up to two (2) meetings will be held with City staff. Council meeting attendance and public involvement is not anticipated to be required.

CBBEL will prepare agendas, presentations and meeting exhibits as requested by the City. Following attendance at each meeting, CBBEL will prepare meeting summaries as appropriate.

ESTIMATE OF FEE

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

Task	Fee	<u> </u>
Task 1 – Field Reconnaissance	\$	5,940
Task 2 – Pavement Cores	\$	8,505
Task 2 – Pre-Final Design	\$ 1	1,700
Task 3 – Final Design	\$	6,430
Task 4 – Bidding Assistance	\$	3,460
Task 5 – Project Coordination and Meetings	\$	3,680
Direct Costs	\$	250

TOTAL NOT-TO-EXCEED FEE: \$ 39,965

We will bill you at the hourly rates specified in the attached Schedule of Charges and establish our contract in accordance with the previously agreed to General Terms and Conditions. We will not exceed the fee without written permission of the client. The General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services.

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

Sincerely,

Michael E. Kerr, PE

President

Encl. Schedule of Charges

Crest Hill General Terms and Conditions

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

BY:	
TITLE:	
DATE:	

CHRISTOPHER B. BURKE ENGINEERING, LTD. STANDARD CHARGES FOR PROFESSIONAL SERVICES **JANUARY 2023**

	Charges*
Personnel	<u>(\$/Hr)</u>
Engineer VI	265
Engineer V	220
Engineer IV	180
Engineer III	160
Engineer I/II	135
Survey V	240
Survey IV	220
Survey III	190
Survey II	160
Survey I	120
Engineering Technician V	210
Engineering Technician IV	175
Engineering Technician III	125
Engineering Technician I/II	85
CAD Manager	200
CAD II	145
GIS Specialist III	165
Landscape Architect	190
Landscape Designer I/II	110
Environmental Resource Specialist V	225
Environmental Resource Specialist IV	180
Environmental Resource Specialist III	145
Environmental Resource Specialist I/II	100
Environmental Resource Technician	130
Administrative	110
Engineering Intern	70
Information Technician III	150
Information Technician I/II	120

<u>Direct Costs</u> Outside Copies, Blueprints, Messenger, Delivery Services, Mileage Cost + 12%

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2023.

^{*}Charges include overhead and profit

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

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

- 2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.
 - Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.
- 3. <u>Changes</u>: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
- Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



City Council Agenda Memo

Crest Hill, IL

Meeting Date: September 11, 2023

Submitter: Dave Strahl, Interim Employee Relations Representative

Department: Human Resources

Agenda Item: Revised Dress Code Policy for Employee Handbook

Summary: After review of the current dress code policy and periodic review of how employees interpret the policy by their clothing choices, it is recommended that the policy be revised to clearly define appropriate work attire. As representatives of the city employees must project professionalism in all positions and interactions with the public.

Recommended Council Action: Approval of the revised dress code policy.

Financial Impact:

Funding Source: Not Applicable

Budgeted Amount:

Cost:

Attachments Attached is a copy of the current dress code policy from the employee handbook and the proposed revised policy inserted as a redline version.

REVISED DRESS CODE POLICY

The City expects that all employees, uniformed and non-uniformed, will present a professional image at all times when performing job tasks. A professional image means wearing clothing that is clean, neat and with no holes or fraying. Without compromising the professional image the City seeks to portray, the City wishes to allow employees to dress comfortably. Employees are expected to be well groomed and dressed in a manner that is suitable for their responsibility and position as directed by their respective Department Head.

Uniformed Employees

Employees required to wear standardized uniforms in the Police and Public Works departments shall follow the particular standards established in their respective departments related to acceptable and required uniform attire including any required safety related equipment and clothing. When permitted by department policy, if a typically uniformed employee is allowed to wear non-uniform attire when performing job tasks, he shall follow the standards established for non-uniformed employees.

Non-uniformed Employees

The City utilizes a business casual standard for all non-uniformed employees. Business casual is not to be interpreted as encouraging sloppiness. The City defines business casual as being the following:

- a) Men: slacks, collared shirt, sweater or blazer over a collared or non-collared shirt.
- b) Women: slacks, skirts, dresses, blouses or sweaters.

Jewelry and Tattoos

The City permits employees to wear appropriate jewelry and to display tattoos at the workplace. Department Heads and the Personnel Officer will determine if jewelry or tattoos may pose a conflict with the employee's job or work environment subject to the following conditions:

- a) Personal safety of self or others, or damage to company property.
- b) Productivity or performance expectations.
- c) Offensiveness to co-workers, customers, vendors or others in the workplace based on racial, sexual, religious, ethnic, or other characteristics or attributes of a sensitive or legally protected nature.
- d) Corporate or societal norms.
- e) Customer complaints.

If it is determined an employee's jewelry or tattoos may present such a conflict, the employee will be required to identify appropriate options such as removal of excess or offensive jewelry, covering of tattoos or other reasonable means to resolve the conflict. Failure to do so will result in disciplinary action up to and including termination.

Unacceptable Clothing/Accessories

The following is a list of clothing/accessory articles that are not allowed and shall not be worn. While the list below provides a broad range of unacceptable attire, at any time a Department Head may deem attire that is not listed below unacceptable.

- a) Sweat suits or sweat pants
- b) Shorts
- c) Short skirts (more than 3" above the knee)
- d) Tank tops, t shirts, halter tops, midriff tops, low cut tops or tops with a low neckline
- e) Any type of shirt or clothing with objectionable wording, logo, or slogan
- f) Beachwear or bib overalls
- g)-Jeans of any color (except on designated casual days, i.e. Fridays)

- h)-Gym shoes (except on designated casual days, i.e. Fridays)
- i) Tight or revealing clothing
- i) Torn or frayed clothing
- k) Hats (except as provided by the City)
- I)-Visible offensive tattoos

In certain instances, non-uniformed personnel whose primary duties require them to spend a significant amount of time in the field may receive authorization from a Department Head to wear attire not specified as acceptable business casual attire. Specifically, field personnel may be permitted to wear shorts, jeans, hats and other clothing consistent with the Department Head's guidelines. Head covers that are required for religious purposes or to honor cultural tradition are permitted.

All staff members must wear clothing suitable for a business environment and appear neat and well-groomed at all times. It is critical that employees present a professional image when serving the public. Unless required to wear a uniform, or addressed by a collective bargaining agreement (CBA), dress is business casual Monday through Thursday. Unripped denim and athletic shoes may be worn on designated Fridays. Employees are expected to exercise good judgment when dressing for work. If there is a question about whether something looks appropriate and complies with this policy or if you have need of an exception to this policy for religious or medical reasons, consult your supervisor, Department Director, or Human Resources. Employees are expected to be well groomed and dressed in a manner suitable for their responsibilities and positions. Employees whose clothing is deemed unacceptable may be sent home to change and will not be paid for the time not working to change clothing.

Below is a list of acceptable and unacceptable business casual attire (not all-inclusive).

Acceptable:

- 1. Approved City logo wear
- Collared dress shirts, polos, knit shirts, blouses, sweaters, jackets, vests, collared shirts
- 3. Dress pants, chinos, capri pants, skirts, dresses
- 4. Non-athletic casual or dress shoes

Unacceptable:

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- Athletic type shoes such as sneakers (except designated Fridays), Crocs, or Tevas, shoes that pose a potential safety risk, house slippers, open toed non-dress shoes
- Jeans (except designated Fridays), shorts, pajamas, miniskirts or mini dresses, leggings or lycra/spandex clothing that is unprofessionally worn (i.e. not covered to mid-thigh or longer).
- Shirts referencing alcohol, drugs, or potentially offensive graphics, political messaging, crop tops, spaghetti straps, off the shoulder, or tight/revealing clothing.
- 4. Clothing which is wrinkled, faded, torn or tattered, or otherwise presents an unkempt or unclean appearance.
- 5. Excessive or potentially offensive tattoos (acceptable if covered).
- 6. Body odor and poor personal hygiene.
- 7. Excessive perfume, cologne, and/or after shave lotion.
- 8. Hats (except for religious or medical purpose or provided by the city).

Due to the scope of work for particular positions (Inspectors, etc.), certain exceptions to this policy may apply. Employees may also be required to wear City authorized uniforms and/or City issued safety clothing. Departments are responsible for communicating these guidelines to their employees. Uniform allowances are addressed by current CBAs and/or Departmental regulations.

Employees shall not wear a City uniform into any business establishment where the primary purpose of the business is the selling or furnishing of alcoholic beverages, cannabis, or cannabis related products unless in the performance of duty and in accordance with published standards of conduct.

All City logo wear remains the property of the City and must be returned to the City at the time of termination of employment.

APPEARANCE:

- Authorized uniforms provided by the City must be worn at all times during scheduled working hours unless otherwise indicated by the Department/Division directive. Uniform allowances are addressed by current CBAs and/or Departmental regulations. In no circumstance shall an employee be paid any compensation for uniform allowance unused at the end of the year or at the end of the employee's employment relationship with the City (regardless of the reason).
- Employees shall not wear a City uniform into any business establishment where the primary purpose of the business is the selling or furnishing of alcoholic beverages, cannabis, or cannabis related products unless in the

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performance of duty and in accordance with published standards of conduct.

- Like all other personnel policies in the Handbook, the City Administrator may
 periodically issue revised or alternate appearance standards to ensure all
 employees present a proper image to the citizens of the community for
 unique events or business reasons.
- Employees are expected to project a professional appearance and ready to work that presents the professional nature of the service and interactions expected of the residents.

Enforcement

Department Heads are responsible for monitoring the appearance of their respective employees. The determination as to what is acceptable appearance shall be made by the Personnel Officer and shall be final. If it is determined that an employee is not in compliance with City standards for appropriate workplace appearance or violating any safety guidelines, the employee may be sent home (without pay unless an employee is permitted to use accrued benefit time) to change. Additional disciplinary action may be taken for repeated violation of the dress code standards.

Crest Hill CITY OF NEIGHBORS

City Council Agenda Memo

Crest Hill, IL

Meeting Date: | September 11, 2023

Submitter: Dave Strahl, Interim Employee Relations Representative

Department: Human Resources

Agenda Item: | Consideration of Employee Transfer Policy

Summary: Creation of a policy to determine the placement of employees that transfer between positions. This policy will provide direction as to the placement into the salary range of an incumbent employee transferring from one position to another. The placement would be based on the tenure of the employee based on their years of service as to placement into the salary level in the position they would transfer between.

Recommended Council Action: Approval of the employee transfer policy, effective October 1, 2023.

Financial Impact:

Funding Source: Not Appliable

Budgeted Amount:

Cost:

Attachments Draft employee transfer policy.

Proposed Employee Transfer Placement Policy

Employees that transfer between positions under the IUOE, Local 150 contract have wage ranges that are stipulated based on job title and responsibility. It is unlikely that the wage position of an employee (position in the step range) matches the same position in another wage range. In order to define a policy for placement into a different wage range the following policy will be utilized.

Placement in a Wage Range for Transferring Employees

Employees who move from one wage range to another, whether the wage range is higher or lower than the existing hourly rate will be placed in the new range based on the number of years of service that matches the employee's tenure with the city. For example, an employee is currently working at Step 2 in Position A and the employee transfers to Position B which has a different salary range than Position A. The employee will be placed at Step 2 in Position B regardless of the hourly rate difference be it higher or lower than the current rate.

Such placement will recognize the number of years of service of the employee and will keep them on track for future step increases that match their years of service attributable to the position the employee is working. The employee would continue to move through the wage range based on the number of years of service and be eligible for any May 1 increases as stipulated in the CBA.

City Council Agenda Memo



Crest Hill, IL

Meeting Date: | September 11, 2023

Submitter: Lisa Banovetz, Director of Finance / Glen Conklin, Treasurer

Department: Treasurer's Office

Agenda Item: | \$897,704 Additional Contribution to the Police Pension Fund

Summary: The City's previous police pension fund contributions were made based on Lauterbach & Amen's (Lauterbach) actuarial calculated amount with the assumption that the amount requested by Lauterbach was an all-inclusive amount which included the contributions from both the City and the contributions the individual police officers made during a fiscal year.

Lauterbach recently clarified that the annual funding number provided to the City for the police pension fund contribution was *only* the City's contribution. Police officer's pension contributions were intended to be in addition to the amount the City was contributing. This resulted in a shortfall in past contributions by the City to the police pension fund.

This shortfall was brought to the City's attention in August of 2023. Lauterbach did not formally notify the City there was a shortfall in previous years. If this had been brought to the attention of the City previously, the City would have adjusted its contributions timely, and this would not have been an issue.

The City is asking for City Council's approval to make a one-time payment to the police pension fund of \$897,704. This payment will cover a short fall calculated by Lauterbach from Fiscal Year 2022 to Fiscal Year 2024. This does not include the voluntary additional \$150,000 contribution the City makes annually. The City will bring the request for this year's \$150,000 additional contribution to City Council for approval at a future work session.

After this one-time payment to the police pension fund, there should not be any issues going forward due to Lauterbach's clarification on the calculation of this payment.

The City does have an investment in IPBC Benefit and Terminal Reserve Funds that can be liquidated for \$290,625 to help offset the payment.

If approved, the City will amend its current Fiscal Year 2023~2024 Budget to reflect the approved payment. The City would bring that budget amendment to the next City Council meeting which is shown below:

				Original		Amended
				Fiscal Year		Fiscal Year
				2023~2024	Amendment	2023~2024
01-02-4250	Police Pension Contribution		\$150,000.00	\$897,704.00	\$ 1,047,704.00	

Lauterbach's calculation of the shortfall is below:

			Crest Hill Po	olice Pension Fun	ıd					
	Determination of Contribution Shortfall									
	FY 2022		FY 2023			FY 2024				
Recommended Contribution	Actual Contribution	Shortfall	Recommended Contribution	Actual Contribution	Shortfall	Recommended Contribution	Actual* Contribution	Shortfall		
1,150,664 150,000			1,106,348 150,000			1,205,799 -				
1,300,664	971,447	329,217	1,256,348	963,861	292,487	1,205,799	929,799	276,000		
							of levy for FY 2	2024		
Cat	ch Up Amount		5/1/2023 - 4/30/2024 Actuarial Valuation Results**							
Short fall FY22 Short fall FY23 Short fall FY24 Total Short fall	329,217 292,487 276,000 897,704			Rec.Con. FY25 Additional Short fall		1,272,135 150,000 - 1,422,135	:			
			**amount of levy for FY 2025							

Recommended Council Action: Approve a one-time payment to the City's police pension fund in the amount of \$897,704.

Financial Impact:

Funding Source: General Fund.

Budgeted Amount: \$0

Cost: \$897,704

Attachments: N/A

City Council Agenda Memo



Crest Hill, IL

Meeting Date: September 11, 2023

Submitter: Lisa Banovetz, Director of Finance / Glen Conklin, Treasurer

Department: Treasurer's Office

Agenda Item: | Places for Eating Tax Update

Summary: On July 5, 2022, the City Council passed Ordinance No. 1911 to establish a Places for Eating Tax in the City of Crest Hill. The tax was effective for all City businesses who sold food or beverages at their place of business and the tax went into effect for all City businesses on January 1, 2023.

As of September 11, 2023, the City has fifty-eight (58) businesses who this tax applies to. Unfortunately, there are still twelve (12) businesses who have not registered or paid for this tax. The City has made multiple attempts to contact the non-compliant businesses which have included making phone calls, sending emails, and sending certified letters to these non-compliant businesses. City staff and one elected official (I, Don Seeman, and Chris Vershay-Hall) physically visited each non-compliant business on July 28 to discuss the business's delinquency in paying/registering for the Places for Eating tax.

Businesses who are non-compliant with registering and or paying for the Places for Eating tax will not be eligible to renew their Calendar Year 2024 business or liquor license and will not be eligible to participate in the City's Property Tax Rebate program.

There are a few businesses who have missed previous monthly filings. I have sent letters to those businesses to let them know they will not be able to renew their respective City licenses until all money owed to the City is paid.

The Clerk's office, in addition to the Mayor's office, will be provided with a list of delinquent Places for Eating Tax businesses to ensure that no licenses for Calendar Year 2024 are renewed if there are monies owed to the City of Crest Hill.

Recommended Council Action: No action is necessary; this item is informational only.

Financial Impact:

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

Cost: \$ N/A

Attachments: N/A