



Regular City Council Meeting

Crest Hill, IL

December 16, 2024

7:00 PM

Council Chambers

20600 City Center Boulevard, Crest Hill, IL 60403

Agenda

Opening of Meeting:

Pledge of Allegiance

Roll Call

Minutes:

1. Approve the Minutes from the Work Session Held on November 25, 2024
2. Approve the Minutes from the Regular Meeting Held on December 2, 2024

City Attorney:

City Administrator:

3. Approve the Amendment to the Employee Personnel Manual - Section – 9: Safety & Equipment Use Regarding Cameras in the Workplace Policy

Public Works Department:

4. Approval of Pay Request #23 from Vissering Construction Inc. with Direction to Send it to the IEPA for Approval and Disbursement for a Total Amount of \$1,013,747.42
5. Approve the Purchase of a Ford F-350 Pick Up for the Street Division in the Department of Public Works for a Total Amount of \$50,091.00

City Engineer:

Community Development:

Police Department:

6. Approve an Ordinance Amending Title 10 (Vehicles and Traffic) Chapter 10.01 (Article 10 Crest Hill Vehicle Code), Division V (Special Weight Limits) by Repealing Sections 10.01.10-503 and Replacing it with New Sections 10.01.10-503 through 10.01.10-506 of the City of Crest Hill Code of Ordinances

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.

- [7.](#) Approve a Resolution Approving a Service Agreement between the City of Crest Hill, Will County, Illinois, and Oxcart Permit Systems, LLC for Services Related to the Online Permitting of Overweight and Oversized Loads on Roadways within the City of Crest Hill

Mayor's Report:

City Clerk's Report:

City Treasurer's Report:

- [8.](#) A Resolution Approving Renewal for the Independent Contractor Agreement – HR Dave Strahl
- [9.](#) Request for Approval of the Property Tax Rebate Application
- [10.](#) Approval of the List of Bills Issued through December 17, 2024, in the Amount of \$1,111,030.78
11. Regular and Overtime Payroll from November 18, 2024 to December 1, 2024 in the Amount of \$271,067.74

Unfinished Business:

New Business:

Committee/Liaison Reports:

12. Holiday Lights Contest Winners Presentation

City Council Comments:

Public Comment:

Executive Session: If Called by Council for a Good Cause

Adjourn:

MINUTES OF THE WORK SESSION
CITY COUNCIL OF CREST HILL
WILL COUNTY, ILLINOIS
November 25, 2024

The November 25, 2024, City Council work session was called to order by Mayor Raymond R. Soliman at 7:00 p.m. in the Council Chambers, 20600 City Center Blvd. Crest Hill, Will County, Illinois.

The following Council members were present: Mayor Raymond Soliman, City Clerk Christine Vershay-Hall, City Treasurer Glen Conklin, Alderman Scott Dyke, Alderwoman Jennifer Methvin, Alderman Darrell Jefferson, Alderwoman Claudia Gazal, Alderperson Tina Oberlin, Alderman Mark Cipiti, Alderman Nate Albert, Alderman Joe Kubal.

Also Present were: Interim Administrator Tony Graff, Police Chief Ed Clark, Finance Director Glenn Gehrke, Interim Community Development Director Ron Mentzer, Interim Human Resource Manager Dave Strahl, City Attorney Mike Stiff.

Absent were: City Engineer Ron Wiedeman, Building Commissioner Don Seeman.

TOPIC: Presentation by Mary O'Connor, Sikich LLC – Proposal to Provide Internal Control Review Services

Interim Administrator Tony Graff commented that Mary O'Connor is here to present and discuss what the next step is to access the internal controls.

Mary O'Connor from Sikich gave a brief presentation since most of the information is summarized and given to each Council member. As discussed last time, the goals were to give us an opportunity to have confidence that the information you are receiving is accurate, timely, and in conformance with our policies and procedures, not everything that goes on but the things that truly deserve the Council's attention. That is what a good sound internal control system does for the Board. This is something you do slowly and methodically and not all at once.

During this process, Sikich will map our systems, and look at the system and learn how information could flow more efficiently, and more verification of our policies, function of disbursing payments, handling of Human Resources, and our documentation. Sometimes, this just needs reorganization, and suggestions will be made on how to improve the flow to solve the deficiencies.

Alderwoman Gazal commented that she feels this is a good thing and there is always room for improvement, but we have an employee handbook, and we need to follow the handbook, and employees need to be held accountable, but they are not. Mary commented that with what they are doing there is an investigative component to it, and we will go through the controls. Mary also commented that the investigation needs to start with the Human Resource Department and the issues that brought Sikich here.

Treasurer Conklin commented that there was an issue from not having human resource involvement and a poorly made decision and the initiation and ask was for an investigation in that regard. He also commented that we currently have a very confident, capable Human

Resource Department and the incident would have not happened if there had been human resource involvement in that situation. He then commented that the departments are only as good as the procedures are implemented. Treasurer Conklin then commented that he thinks this is an unnecessary expense.

Alderman Oberlin commented that when the incident happened, we had the policy in place and the people involved needed to be held accountable and were not and now the person handling the Human Resource Department is an interim but is competent and unfortunately it is all a tangled web. Alderman Oberlin commented that the series of events and the effect it had on individuals, needs to have someone held accountable, and they are not.

It was then asked if Sikich could investigate a specific situation and hold someone accountable. Mary commented that they need to understand the way the system should work, we would need to match that against how it works compared to policy and procedures, and testing needs done, which this incident could be used for the testing part. The testing is the internal control, and we could do an investigation but that will have limited utility if you do not understand how the entire department works.

Alderman Oberlin commented that a report was done in the past and she would like to see that report. Mary commented that the correct way to transmit the report would be through our attorney and then the attorney can make that available to the Council. Alderman Oberlin commented that she will be looking for that report and Attorney Stiff replied when he has it, he will deal with it.

Alderman Dyke commented that interim employees who are in charge cannot discipline or fire anyone and that handcuffs the interims since there is no ability since they are an interim which leaves the issue in limbo.

Mayor Soliman commented that he believes \$90,000.00 is too much and would rather follow Mary O'Connor's suggestion and begin piece by piece with human resources, which would make the most sense.

Interim Administrator Graff commented that he would like more clarity which he feels could come from Mary O'Connors team. He also commented that for clarification the interims do have authority to administer the employee manual, and they can address them with disciplinary action. He then commented that if we do an investigation on something that took place it would need to be very specific, and what is that investigation and we should not be guessing at that and need to know the specific to stay on task.

Attorney Stiff commented that the ballpark estimation for Mary O'Connor's investigation was more than \$50,000.00 which is why we pivoted ourselves to not looking at the past but going forward looking at if the controls were adequate for future issues.

Mary commented that while putting together this investigation proposal, she had the specific incident that the Council was bringing up and concluded that the incident could not have happened unless there is some fault in the human resource internal control system. It is cheaper to discuss the conditions of the controls than to go through the documentation of all the things that have happened and have a much bigger report.

Alderswoman Gazal commented that sometimes things are worth the money to invest in because in the long term you will have transparency and hold people accountable.

Mary reminded the Council that a full investigation of events is an expensive proposition.

Treasurer Conklin commented that we cannot undo what happened, but we can learn from it, and it was not a human resource issue, it was a lack of education and people did not involve human resources.

Mary recommended taking the first module with the human resource department and going through the internal controls within the employee handbook and coming back with recommendations and keeping in mind this particular incident. It was said that the cost for this would be \$15,000.00.

Mayor Soliman asked for an informal vote for the recommendation of Sikich, LLC.

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

NAYES: Ald. Cipiti, Albert, Kubal.

UNDECIDED: Ald. Gazal.

ABSENT: None.

Aldersperson Oberlin requested for the record, that she wants the first report from Sikich, LLC.

Alderman Cipiti commented that he voted no because the \$15,000.00 will not bring accountability.

Alderman Jefferson asked what will come out of the investigation, will we prosecute someone or close the book and move forward because we need to hold people accountable and have transparency.

TOPIC: Request to Implement the Oxcart Truck Permit Software Program and Fee Structure

Police Chief Ed Clark commented that their permit system is a manual system currently and there is no charge for a permit for trucks and with our new implementation of the DACRA software there is a component for truck permits. DACRA has paired with Oxcart for permitting and we can start charging for permits. Chief Clark commented that he would suggest a charge for daily, weekly, and monthly permits. The charge would be \$50.00 for daily permits, \$250.00 for weekly permits, and \$500.00 for monthly permits. This would be for trucks over 80,000 pounds. Oxcart does charge a limited fee on each permit between \$7.00 - \$15.00.

Aldersperson Oberlin asked if these trucks go through multiple municipalities and must get multiple municipal permits? Chief Clark commented that the trucks know through their GPS system what municipalities they are going through and what permits to have. This will also help keep overweight trucks going over older structured bridges.

Alderman Cipiti asked how these trucking companies will be notified regarding registering. Chief Clark commented that it will be on social media and when they go into the website they will be notified, and they can register there. Alderman Cipiti also asked if there would

be a penalty for not getting the permit? Chief Clark commented that there are companies who will think the risk is better than the reward they will not do it but if they think the reward is greater they will. He also commented that when the officer pulls them over it can be very costly for these companies, and at one time they had a fine that was \$150,000.00 and most companies will not want to take that risk.

Alderman Cipiti asked how the officer will know if they have a permit, and if running a plate would tell them? Chief Clark commented that the truck will need to be pulled over and the driver will need to show the officer the permit at that time.

Alderman Jefferson asked if this only applies to semi-trucks, or would it be for box trucks as well? Chief Clark commented that it is for any trucks that could be overweight on their axels, and it also applies to anyone, even if not a company, but anyone who could be moving something over 80,000 pounds.

Alderman Cipiti asked what the revenue would be from this program? Chief Clark commented that the approximate would be between \$15,000.00 and \$25,000.00.

Treasurer Glenn Gehrke commented that when he was with the Village of Manhattan, they used the Oxcart program and it monitored the trucks going through town, and monitored the truck routing, and there was no effort from the village employees, they would receive a report and a deposit in the account.

Mayor Soliman asked for an informal vote for the Oxcart Software Program.

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

NAYES: None.

ABSENT: None.

TOPIC: State of Illinois Crime Lab Project Status Report

Interim Community Development Director Ron Mentzer commented that the State of Illinois Capital Development Board has finalized the design and is preparing to bid out the project. The Scope of the project is a two-building project that is proposed on a 12-acre site along the north side of Division Street west of the existing District 5 facility.

The City's Consulting Planner reached out to the State of Illinois around eighteen months ago and asked the State if they would be complying with any of the City's zoning regulations or the zoning process and the legal counsel for the Capital Development Board notified the City in writing submitting case law outlining that the State feels the project is exempt from complying with local regulations, including zoning regulations. The City Attorney reviewed this letter, and we are in concurrence with the findings.

The project does look like it complies with the City's zoning regulations, setbacks, and landscaping requirements. The only thing they are not complying with is the process that the City normally requires this type of project to go through because of the size.

Alderman Jefferson questioned if the State will be having berms or something in place to muffle the sound. He also commented that he feels this is something we need to approach the State with a constructive meeting or a challenge in Court if necessary since they are moving closer towards residential areas with this gun range.

Alderwoman Gazal commented that the question is if we will have any input with this? Attorney Stiff commented that the answer is no, according to the State but you can try to file something against the State and see if you can litigate in Court. He then commented that his understanding was that the City of Crest Hill was going to ask the State to do the term. Alderwoman Gazal asked if we could contact our legislature and see if they can do anything with the term.

TOPIC: Request to Purchase a 2025 Ford F-350 Pick Up for the Street Division in the Department of Public Works for a Total Amount of \$50,091.00

Mayor Soliman commented that he believes former Interim Public Works Director Mike Eulitz had this on his desk prior to him leaving. He then asked if there were any issues with the purchase of a Ford 350 truck?

Alderman Dyke asked what type of trucks were sent to the water division and asked why would we need a F350? It was said that this truck is budgeted. Interim Administrator Tony Graff commented that he would find out what type of trucks were sent and get back to Alderman Dyke with the information.

TOPIC: 2024 Tax Levy

Finance Director Glenn Gehrke commented that the tax levy for 2024 in the amount of \$2,719,100.00. This is a suggested amount that came in from Will County at 4.99%.

The summary of amounts levied for all funds is as follows:

• General Fund	\$1,179,100.00
• Police Pension	\$1,500,000.00
• Illinois Municipal Retirement Fund	\$ 20,000.00
• Social Security Tax Fund	<u>\$ 20,000.00</u>

Total Tax Levy for All Funds	\$2,719,100.00
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Included is the ordinance abating the tax levied for 2024 to pay the principal and interest on the General Obligation Refunding Bonds Series 2019A and 2019B.

TOPIC: Discussion regarding Amendment to the Civil Service Ordinance

Alderman Cipiti wanted this back to discuss to move forward passing the ordinance. This pertains to the compensation and paid absences. This would be going from a monthly paid system to only being paid for the actual meetings that take place and have been attended. There will be one paid absence after that absence it will not be paid.

Attorney Stiff commented that in 2.72.040 – Membership; Compensation in section (B) would read \$60.00 per regular meeting attended for the Chairperson and they shall be allowed one (1) paid absence per calendar year any additional absences beyond one per calendar year will be unpaid.

Alderman Cipiti asked if there is language that states if three or more absences have potential for removal of the commissioner from the board. Attorney Stiff commented that language is in section (C).

Alderman Cipiti commented that if a meeting gets cancelled the Council does not get paid and the Civil Service should not get paid either since this is misuse of taxpayer money.

It was discussed that there needs to be due process to remove a member of the Civil Service Committee after the three absences and this process would start with the Mayor. Mayor Soliman commented that it is already hard to find someone to fill these seats, and if they put this procedure in place, it will be harder to find someone.

Mayor Soliman asked for an informal vote.

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

NAYES: Ald. Kubal, Jefferson.

ABSENT: None.

TOPIC: Discussion – Proposed Planning Commission Ordinance Changes

The Planning Commission Ordinance #1999 will be cleaned up and increase the pay for the chairperson and commissioners. Also, it will mirror the Civil Service guidelines, but they would have two paid absences per calendar year and five absences per calendar year prior to potential removal.

Mayor Soliman asked for an informal vote.

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

NAYES: Ald. Kubal.

ABSENT: None.

TOPIC: A Resolution Adopting a Revised Policy for Remote Attendance at Public Meetings

Attorney Stiff commented that the legislature has amended the Open Meetings Act to add a fourth reason to have remote attendance, which is unexpected childcare obligations.

TOPIC: Yard Waste Pickup

Interim Administrator Tony Graff commented that it was requested for additional yard waste pickup after November 30th and after talking to Republic Services they can but there is a charge. The charge will be between \$3,500.00 and \$4,200.00.

It was commented that the weather has been good still, and the leaves continue falling.

Alderman Dyke commented that the weather is turning, and no one will be outside raking leaves, and he does not feel there is a need to extend this.

Mayor Soliman asked if anyone was in favor of extending and no one was.

PUBLIC COMMENT:

There were no Public Comments.

MAYOR UPDATES:

There were no Mayor updates.

COMMITTEE/LIAISON UPDATES:

There were no Committee/Liaison updates.

CITY ADMINISTRATOR UPDATES:

There were no City Administrator updates.

Mayor Soliman asked for a motion to go into executive session on 5 ILCS 120/2(c)(1).

(#1) Motion by Alderwoman Gazal seconded by Alderperson Oberlin, to go into an executive session on Personnel 5 ILCS 120/2(c)(1) per the memo dated November 25, 2024.

On roll call, the vote was:

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

NAYES: None.

ABSENT: Ald. Gazal.

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

Executive Session 9:03 p.m.

(#2) Motion by Alderperson Oberlin seconded by Alderwoman Methvin, to reconvene from the executive session on Personnel 5 ILCS 120/2(c)(1) per the memo dated November 25, 2024.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

Reconvened 9:25 p.m.

Alderman Albert asked Alderman Dyke if 'they' were overbudget? Alderman Dyke commented that they have a \$300.00 threshold on what they are supposed to spend, and they are over. He also commented that each department has a \$300.00 limit and in the past years they have all been within the budget except for Public Works and the Sewage Treatment Plant, they are extremely over their budget.

It was discussed that it is mostly over budget for the purchase of coffee. Alderman Dyke commented that when he approached former Interim Public Works Director Mike Eulitz regarding the issue with the overage in coffee, he told him that there are only two people who drink coffee there.

Alderman Dyke commented that this is not a crisis where we need to go over budget, this is coffee.

Alderwoman Gazal asked if we have concluded about employees with cameras at Public Works and what we can do and what the consequences are. Interim Administrator Graff commented that he has not figured anything out yet, the labor attorney just came back from vacation, and he is reviewing the information.

Alderperson Oberlin asked someone at another municipality if an employee put their own camera up at the workplace, what would happen, and she was told that it would be grounds

for dismissal from their job. She then told the interim administrator that this is not to be swept under the rug.

Alderman Cipiti asked the Interim Administrator Graff if he at least had a discussion with this employee and he stated that he did not have a discussion because it is not his department, and the supervisor had a discussion with the person. Alderman Cipiti commented that the city administrator should be part of that discussion. Interim Administrator Graff commented that he talks to the supervisors and not the individual employees. He then commented that he works with the supervisors because these are union employees and there are rules to follow.

Interim Administrator Graff commented that we have no rules or policy stating no cameras in the workplace. Alderman Cipiti asked the administrator if he thinks there needs to be a rule stating they cannot have cameras in the workplace. Interim Administrator Graff told Alderman Cipiti that he should wait until the investigation is done, then asked questions or make any comments you want about it. Interim Administrator Graff commented that it is an open meeting, and he will not talk any further about it until the investigation is over.

Alderman Cipiti asked who is doing the investigation? Interim Administrator Graff commented that he is waiting for the city attorney to come back from vacation to get his report and he is working with Interim Human Resource Manager Dave Strahl to create a policy on cameras in the workplace.

Treasurer Conklin commented that people around the dais knew about these cameras years ago and no one ever brought this up then.

Alderman Methvin commented that she thought the State of Illinois is a two-consent state for recording of conversations or is there no expectation of privacy in a public building.

Attorney Stiff commented that you can have video surveillance, but it needs to be posted that it is there, and they do not have to consent to it, but they must be put on notice.

Alderman Oberlin asked if it has been posted that there is video surveillance and Interim Administrator Graff commented you will find out when the investigation ends.

Alderman Jefferson commented that he believes there are certain acts that qualify as immediate dismissal and thinks this is one of the acts. Treasurer Conklin commented that the worst he has ever seen in a contract is suspension with pay until the investigation is completed.

Alderman Methvin commented that in her line of work, you are suspended until the investigation is complete and then get paid.

Alderman Dyke commented that back to the previous subject, there is also multiple paper towels and toilet paper being purchased from various places and he is not sure where it is all going. He then commented that he worked with a guy who was stealing paper towels and toilet paper who was fired but it did happen.

Alderman Dyke also commented that we are buying a lot of drill bits, and we can sharpen them instead of buying more. He then commented that he has been going through the

Menards invoices and noticing a lot of different things like bits and sockets, and he hopes these are going in the tool room and not in someone's toolbox.

Alderman Jefferson asked if inventory is done? Treasurer Conklin commented that there is no monthly inventory, but supervisors oversee that.

Alderman Oberlin asked who supervises the purchasing of things if there is no purchase order? Interim Administrator Graff commented that he would think of the crew leaders and supervisors.

Alderman Dyke also commented that Public Works get individual bottles to drink, and the City Hall employees are not allowed individual bottles, and they bring their own water or drink out of the tap or fountain.

Alderman Cipiti commented that he does not have much faith that these things will get investigated. Interim Administrator Graff commented that he would like to finish his statement since his character has been attacked and continued to state that when he hears about these things, or they are brought to his attention, he discusses it with the department heads and saying he is not concerned deserves an apology. Alderman Cipiti commented that his interpretations of the interim administrator's facials and body language would make him suggest that he is very dismissive of the Council's concerns. Alderman Cipiti then informed the Interim Administrator that he does report to the Council.

Alderman Dyke commented that every invoice he has asked for he has given him and every question he has always responded to him for everything he has ever asked and thanked Interim Administrator Graff for that.

The meeting was adjourned at 9:48 pm.

Approved this _____ day of _____, 2024.

As presented _____

As amended _____

CHRISTINE VERSHAY-HALL, CITY CLERK

RAYMOND R. SOLIMAN, MAYOR

MINUTES OF THE REGULAR MEETING
CITY COUNCIL OF CREST HILL
WILL COUNTY, ILLINOIS
December 2, 2024

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

The Pledge of Allegiance was recited in unison.

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

Also present were: Interim City Administrator Tony Graff, Police Chief Ed Clark, Finance Director Glenn Gehrke, City Attorney Mike Stiff.

Absent were: City Engineer Ron Wiedeman, Interim Director of Community Development Ron Mentzer, Building Commissioner Don Seeman, Interim Human Resource Manager Dave Strahl.

APPROVAL OF MINUTES: Mayor Soliman presented the minutes from the Work Session Held on November 12, 2024, for Council approval per the memo dated December 2, 2024.

(#1) Motion by Alderwoman Gazal seconded by Alderman Jefferson, to Approve the Minutes from the Work Session Held on November 12, 2024, per the memo dated December 2, 2024.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

Mayor Soliman presented the minutes from the Regular Meeting Held on November 18, 2024, for Council approval per the memo dated December 2, 2024.

(#2) Motion by Alderwoman Gazal seconded by Alderman Jefferson, to Approve the Minutes from Regular Meeting Held on November 18, 2024, per the memo dated December 2, 2024.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

CITY ATTORNEY: Attorney Mike Stiff requested to Approve an Ordinance Amending Section 2.80.040 (Compensation) of Chapter 2.80 (Plan Commission) of Title 2 (Administration and Personnel) of the City of Crest Hill Code of Ordinances per the memo dated December 2, 2024. This has been discussed several times and the last discussion was making the Plan Commission consistent with the changes that are going to be made to the Civil Service Commission. This change is to make compensation no longer monthly, it will be paid per meeting attended and the number of absences has been changed before a member can be considered for removal. This will become effective January 1, 2025.

Alderman Cipiti commented that if making this effective January 1, 2025, the commissioners will be paid for a meeting that is already canceled. Treasurer Conklin commented that they are paid by ordinance, and the ordinance has them paid as a salary. Attorney Stiff commented that the ordinance currently states paid monthly, like a salary, but the word salary is not in the ordinance.

(#3) Motion by Alderperson Oberlin seconded by Alderwoman Methvin, to Approve an Ordinance Amending Section 2.80.040 (Compensation) of Chapter 2.80 (Plan Commission) of Title 2 (Administration and Personnel) of the City of Crest Hill Code of Ordinances, effective January 1, 2025, per the memo dated December 2, 2024.

On roll call, the vote was:

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

NAYES: Ald. Albert, Kubal.

ABSENT: None.

There being six (6) affirmative votes, the MOTION CARRIED.
Ordinance #2005

Attorney Mike Stiff requested to Approve an Ordinance Amending Section 2.72.040 (Membership; Compensation) of Chapter 2.72 (Civil Service Commission) of Title 2 (Administration and Personnel) of the City of Crest Hill Code of Ordinances per the memo dated December 2, 2024. This will change the ordinance to read more than three absences can result in potential removal. This will be effective January 1, 2025, as well.

(#4) Motion by Alderperson Oberlin seconded by Alderwoman Methvin, to Approve an Ordinance Amending Section 2.72.040 (Membership; Compensation) of Chapter 2.72 (Civil Service Commission) of Title 2 (Administration and Personnel) of the City of Crest Hill Code of Ordinances, effective January 1, 2025, per the memo dated December 2, 2024.

On roll call, the vote was:

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

NAYES: Ald. Albert, Kubal.

ABSENT: None.

There being six (6) affirmative votes, the MOTION CARRIED.
Ordinance #2006

Attorney Mike Stiff requested a Motion to Approve a Local 150 Settlement Agreement for Kim Linden per the memo dated December 2, 2024. This was discussed in Executive Session and the document has been approved by the Labor Attorney John Kelly.

(#5) Motion by Alderwoman Methvin seconded by Alderman Jefferson, to Approve a Local 150 Settlement Agreement for Kim Linden per the memo dated December 2, 2024.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

Attorney Mike Stiff requested to Approve a Resolution Adopting a Revised Policy for Remote Attendance at Public Meetings per the memo dated December 2, 2024. This was to include an additional basis that remote attendance can be allowed, which is an unexpected childcare obligation.

(#6) Motion by Alderman Albert seconded by Alderperson Oberlin, to Approve a Resolution Adopting a Revised Policy for Remote Attendance at Public Meetings per the memo dated December 2, 2024.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

Resolution #1271

CITY ADMINISTRATOR: Interim Administrator Tony Graff gave a report and update, which is as follows:

City Center Facility:

- Plumbing – Sanitary Sewer Police Rest Rooms preparing to review proposals and scope of work with staff.
- Bullet Proof Windows Cracked – Clerk’s Office & Park District Office. There are no bids. This is on hold since the only inspector is the Building Commissioner currently and he has been busy.
- Storm Water Drainage Pipes – Pipes were Televised, and the next step is to assess the damage and prepare proposal for repairs/replacement. (Planning to obtain update from M. Eulitz; need to schedule a meeting when Mike is available)
- All outside area window frame mortar inspection is needed beginning to see cracking in the corner areas. This is pending because of the outside temperatures.
- HVAC – Maintenance Review & Follow up work performed by the vendor. Dripping has stopped but installation is still needed for the exhaust pipes for the bathrooms and replacing the tiles when complete.
- Police Parking Lot Security Gate access – Maintenance is needed to be performed. Gate is coming off the rails and this needs to be inspected.

Grand Prairie Water Commission:

- Grand Prairie Water Commission “GPWC” (Lake Michigan Water Project): The Commission’s meeting was on 11/7/2024 and the next meeting is 12/5/2024. The budget draft was completed and will be reviewed with staff on 12/3/24 and the commission will vote on the proposed budget this week.

STATEVILLE CORRECTIONAL CENTER:

- Tear Down Bid Due Date is December 10, 2024, and then we will receive a report and find out what buildings will be demolished.

Lockport Township Fire District Training Facility Proposed Project:

- Traffic Study Report was completed and submitted to IDOT. We are targeting Lockport to have their application in by January for Planning Commission to review.

Debriefing with Lockport Township Fire Protection District:

- 200,000 gallons of water were used, and we will be working on an invoice to BL Duke Scrap Metals for damage to our system, as well.

Job Announcements: The following Job Announcements were posted, and the Interim HR Director reviewed the job descriptions and created updated announcements for the following positions (the announcements have been posted on the city web site).

- PUBLIC WORKS DIRECTOR – The candidate, Julius Hansen, is at the meeting and started Wednesday, November 26, 2024.
- COMMUNITY DEVELOPMENT DIRECTOR: The Candidate, Patrick Ainsworth, will be in the State of Illinois before Christmas and will be relocated before January 6, 2025. He would like to come by and see his office and have lunch.
- BUILDING INSPECTOR: Accepting applications.

Water Meter Replacement Project:

- Still ongoing and the Non-Compliance property owners' appointments are progressing.

Places for Eating Tax:

- There are four businesses that did not show for the Administrative Hearing and will continue to receive additional citations.

West Sanitary Sewer Treatment Project:

- Nothing new to report. We are still on schedule for the plant to be completed in 2026. Will keep everyone posted.

State of Illinois Crime Lab/State Police Headquarters Project:

- No update.

Old City Hall Property Update:

- The target date to receive the application for the PUD Development Plan is Mid-January/February. Projected real estate contract closing date is May/June once the entitlement process is completed, per the contract.

PUBLIC WORKS DEPARTMENT: Mayor Soliman requested to Purchase a Ford F-350 Pick Up for the Street Division in the Department of Public Works for a total amount of \$50,091.00 per the memo dated December 2, 2024.

There were two additional hirings in the 2024-2025 City of Crest Hill Budget, the Street Division of Department of Public Works has supplied pick up truck to two (2) new appointments in the Water Division and Building and Grounds Division, respectively. This has left the Street Division down two (2) pick up trucks for everyday use throughout the year.

Alderman Dyke asked if we still have the truck that we used for the city parking lots and sidewalks and if it is still in use and is the plow off that truck and going on the new truck. He also commented that we are getting one F350, after getting rid of two F150s. Interim City Administrator Graff commented that they really want the F350 to be able to plow. Alderman Dyke asked if we still have that F150 that we used for the city lots and if it is still being used and wants more clarity on this.

(#7) Motion by Alderman Dyke seconded by Alderman Cipiti, to TABLE the Approval to Purchase a Ford F-350 Pick Up for the Street Division in the Department of Public Works for a total amount of \$50,091.00 per the memo dated December 2, 2024.

On roll call, the vote was:

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

NAYES: Ald. Albert.

ABSTAIN: Ald. Kubal.

ABSENT: None.

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

Alderman Albert asked if the Council members with questions for the Interim Administrator or the Public Works Department can send them so that all the answers/information are present to the Council before voting since this is the second time this has been on the agenda, and we have pushed it.

Attorney Stiff asked what is it that is being requested. Alderperson Oberlin commented that she has requested in the past to have all information to the Council before asking for a vote. She then commented that it is best for the Council to be provided with all the information of the item so they can vote informed and educated.

Alderman Cipiti asked if this truck is a want or a need?

CITY ENGINEER: City Engineer Ron Wiedeman requested to Award the Contract to Hoerr Construction, Inc for the 2024 Sanitary Cleaning and Televising Contract in the Amount of \$89,760.00 per the memo dated December 2, 2024.

There were six (6) bids submitted on November 14, 2024, and the low bidder was Hoerr Construction, Inc. for \$89,760.00.

(#8) Motion by Alderman Albert seconded by Alderperson Oberlin, to Award the Contract to Hoerr Construction, Inc for the 2024 Sanitary Cleaning and Televising Contract in the Amount of \$89,760.00 per the memo dated December 2, 2024.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

Mayor Soliman requested to Approve a Resolution Approving a Professional Service Agreement for the WY2022-WY2024 Water Audits and Water System Improvement Plan by and between the City of Crest Hill, Will County, Illinois and Engineering Enterprises, Inc. for an Amount not to Exceed \$45,000.00 per the memo dated December 2, 2024.

This is the next step to receiving Lake Michigan Water to complete a water audit for the years 2022 - 2024 and submit it to the Illinois Department of Natural Resources by January 1, 2025.

(#9) Motion by Alderperson Oberlin seconded by Alderwoman Methvin, to Approve a Resolution Approving a Professional Service Agreement for the WY2022-WY2024 Water Audits and Water System Improvement Plan by and between the City of Crest Hill, Will County, Illinois and Engineering Enterprises, Inc. for an Amount not to Exceed \$45,000.00 per the memo dated December 2, 2024.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

Resolution # 1272

COMMUNITY DEVELOPMENT: There were no agenda items.

POLICE DEPARTMENT: Chief Clark had no agenda items but was happy to answer any questions.

Alderwoman Gazal asked if the Chief received the picture of the vehicle that fell into the creek at Willow Falls and would like that stop sign to be incorporated into the next work session. Chief Clark commented that he received the picture, and they could talk about that.

MAYOR'S REPORT: Mayor Soliman requested to Approve a Resolution Approving the Appointment of Interim Public Works Director and Employee Leasing Contract with MGT/GOVHR Temp per the memo dated December 2, 2024.

Mayor Soliman commented that Julius is a Veteran and has over twenty years' experience in public works and twenty years as a director. He can work up to forty (40) hours per week.

Julius Hansen approached the podium and introduced himself. He commented that he is excited to be the Interim Director of Public Works. He commented that with the winter months upon us it is very challenging, and he is here to help and exceed expectations. He also commented that he has heard many good things about the public works employees and the City of Crest Hill.

Attorney Stiff commented that there has been a change to the resolution since GovHR is now MGT Impact Solutions, LLC. He also commented that he was told Julius has requested use of a vehicle and he wanted to make sure this gets addressed before the resolution is approved.

It was stated that the resolution will include the use of one of the city's vehicles for Julius to take to and from work and to drive around the city, for the time he is here.

Attorney Stiff commented that if the Council approves this, he can have an addendum to include.

(#10) Motion by Alderperson Oberlin seconded by Alderwoman Gazal, to Approve a Resolution Approving the Appointment of Julius Hansen as the Interim Public Works Director and Approving an Employee Leasing Agreement by and between the City of Crest Hill and MGT Impact Solutions, LLC and to include an addendum for a city vehicle to/from work and during work per the memo dated December 2, 2024.

On roll call, the vote was:

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

NAYES: None.

ABSTAIN: Ald. Albert.

ABSENT: None.

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

Resolution #1273

Mayor Soliman commented that the Winterfest and Parade 2024 was very successful. The biggest challenge we had was the weather, since it was very cold. There were a lot of young children who met Santa and the Elves, played games, and had their faces painted. He then extended his deepest gratitude to every person who volunteered their time and talents.

Mayor Soliman commented that for next year he believes it would be more beneficial to have the parade at noon to be back at City Hall for the Winterfest from 1:00 p.m. to 4:00 p.m. so we could have some sun and warmer weather.

Alderwoman Gazal commented that Santa was very happy, and she thanked the City Clerk Christine Vershay-Hall, Alderperson Tina Oberlin, and Linda Dyke for providing the candy for the parade.

Alderman Albert commented that Santa is truly an asset to have and to have been a part of our community, and we appreciate Santa, his friendship, and his loyalty to the children.

CITY CLERK: City Clerk Christine Vershay-Hall thanked Linda Dyke for the candy and said that she really enjoyed the parade along with all the children.

CITY TREASURER: City Treasurer Glen Conklin requested to Approve the List of Bills Issued Through December 3, 2024, in the Amount of \$334,016.27 per the memo dated December 2, 2024.

(#11) Motion by Alderperson Oberlin, seconded by Alderwoman Methvin, to Approve the list of bills issued through December 3, 2024, in the amount of \$334,016.27 for Council approval per the memo dated December 2, 2024.

On roll call, the vote was:

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

NAYES: None

ABSENT: None.

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

City Treasurer Glen Conklin presented the Regular and Overtime Payroll from November 4, 2024, through November 17, 2024, in the amount of \$265,478.39 per the memo dated December 2, 2024.

Finance Director Glenn Gehrke requested to Approve an Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2025, and Ending April 30, 2026, for the City of Crest Hill, Will County, Illinois per the memo dated December 2, 2024.

(#12) Motion by Alderwoman Methvin seconded by Alderwoman Gazal, to Approve an Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2025, and Ending April 30, 2026, for the City of Crest Hill, Will County, Illinois per the memo dated December 2, 2024.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

Ordinance #2007

Finance Director Glenn Gehrke requested to Approve an Ordinance Abating the Tax hereto Levied for the Year 2024 to Pay the Principal of an Interest on General Obligation Bonds Refunding Bonds (Waterworks and Sewerage System Alternate Revenue Source) Series 2019A, of the City of Crest Hill, Will County, Illinois per the memo dated December 2, 2024.

(#13) Motion by Alderman Albert seconded by Alderperson Oberlin, to Approve an Ordinance Abating the Tax hereto Levied for the Year 2024 to Pay the Principal of an Interest on General Obligation Refunding Bonds (Waterworks and Sewerage System Alternate Revenue Source) Series 2019A, of the City of Crest Hill, Will County, Illinois per the memo dated December 2, 2024.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

There being nine (9) affirmative votes, the MOTION CARRIED.

Ordinance #2008

Finance Director Glenn Gehrke requested to Approve an Ordinance Abating the Tax hereto Levied for the Year 2024 to Pay the Principal of Interest on General Obligation Bonds (Sales Tax, Alternate Revenue Source), Series 2019B, of the City of Crest Hill, Will County, Illinois per the memo dated December 2, 2024.

(#14) Motion by Alderperson Oberlin seconded by Alderman Albert, to Approve an Ordinance Abating the Tax hereto Levied for the Year 2024 to Pay the Principal of and Interest on General Obligation Bonds (Sales Tax, Alternate Revenue Source), Series 2019B, of the City of Crest Hill, Will County, Illinois per the memo dated December 2, 2024.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

There being nine (9) affirmative votes, the MOTION CARRIED.
Ordinance #2009

UNFINISHED BUSINESS: There was no unfinished business.

NEW BUSINESS: There was no new business.

COMMITTEE/LIAISON REPORTS: Alderman Cipiti announced that the 2024 Annual Christmas Light Decorating Contest has begun. Forms are available on the city website and at the Clerk's Office. The last day to submit your entry is December 9, 2024, at 4:00 p.m. Judging will take place December 11th through December 14th. Please make sure your lights are on during these dates. Winners will be announced at the December 16, 2024, City Council Meeting. If there are any questions, please contact Alderman Mark Cipiti at 779-227-1605 or e-mail mcipiti@cityofcresthill.com.

CITY COUNCIL COMMENTS: Alderwoman Gazal commented that this year has been very tough and every time a Council member wants to question something or have an opinion others get aggravated. She then commented they are only trying to make the best decisions for the City of Crest Hill. She commented that we are all blessed, and it is time to start working together and respect each other. She commented that she was upset because she has staff against her because she did not show up to a meeting and it was her first missed meeting in five years.

PUBLIC COMMENT: There was no public comment.

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

(#11) Motion by Alderman Dyke seconded by Alderman Jefferson, to adjourn the December 2, 2024, Council meeting.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

The meeting was adjourned at 8:05 p.m.

Approved this ____ day of _____, 2024.

As presented _____

As amended _____

CHRISTINE VERSHAY-HALL, CITY CLERK

RAYMOND R. SOLIMAN, MAYOR

DRAFT



City Council Agenda Memo

Crest Hill, IL

Meeting Date:	December 16, 2024
Submitter:	Dave Strahl, Interim Human Resources Manager
Department:	Human Resources
Agenda Item:	Consideration of Cameras in the Workplace Policy – Employee Handbook Addition

Summary: Policy outlining the cameras/recording device usage in the workplace.

Recommended Council Action: Approval of the policy for submittal at the December 16, 2024 City Council meeting for final approval.

Financial Impact:

Funding Source: None.

Budgeted Amount: N/A

Cost: N/A

Attachments Cameras/Recording Device Policy – Employee Handbook Addition

Section – 9: Safety & Equipment Use

9.8 – Cameras/Recording Devices in the Workplace

Purpose

City of Crest Hill prohibits employee use of audio and video recording in the workplace, including camera-equipped phones, tablets and other devices, personally worn cameras, or other device that could record either video and/or audio as part of any interactions between employees or between employees and the general public.

Restrictions on Employee Recording

- Employees are prohibited from bringing audio and/or video recording devices into work areas that could record either video and/or audio as part of any interactions between employees or between employees and the general public.
- Employees are prohibited from bringing audio or video recording devices into areas and/or meetings where there is any discussion regarding service delivery options and the means to provide such service delivery options that could be disclosed as part of such meeting.
- Employees may record workplace activities that are not prohibited by law or do not compromise confidential information as described above provided that the parties that might be recorded have granted permission to be recorded.
- Employees that are assigned recording devices to utilize as part of their required uniform must follow the rules and regulations specified as part of their job duties.

Employer Monitoring

City of Crest Hill reserves the right to install security cameras in work areas for specific business reasons, such as security, theft protection or protection of proprietary information.

City of Crest Hill may find it necessary to monitor work areas with security cameras when there is a specific job- or business-related reason to do so. The City will do so only after first ensuring that such action is in compliance with state and federal laws.

Employees should not have any expectation of privacy in work-related areas.

Employee privacy in nonwork areas will be respected to the extent possible. The City's reasonable suspicion of onsite drug use, physical abuse, theft or similar circumstances would be possible exceptions. Legal advice will be sought in advance in such rare cases where nonwork-area privacy might be compromised.

Employees should contact their supervisor or the Human Resources (HR) if they have questions about this policy.

Nothing in this policy is intended to, nor should be construed to limit or interfere with employee rights as set forth under all applicable provisions of the National Labor Relations Act, including Section 7 and 8(a)(1) rights to organize and engage in protected, concerted activities regarding the terms and conditions of employment.

The City will not use any recording as the sole probable cause for employee disciplinary action consideration.

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

Meeting Date:	12/10/2024
Submitter:	Julius Hansen, Interim Director of Public Works
Department:	Public Works
Agenda Item:	Approval of Pay Request #23 from Vissering Construction Inc. with direction to send it to the IEPA for approval and disbursement for a total amount of \$1,013,747.42

Summary:

Strand and Staff have reviewed the attached pay requests from Vissering Construction Inc for the West Plant Expansion Project and are asking the council to approve these along with the invoice in the list of bills. Vissering's pay request #23 is \$1,013,747.42 for work performed between November 1 and November 31, 2024. Once the City receives the disbursement check from the IEPA the City will release the check to Vissering.

Recommended Council Action:

Approval of Pay Request #23 from Vissering Construction Inc. with direction to send it to the IEPA for approval and disbursement for a total amount of \$1,013,747.42.

Financial Impact: n/a**Funding Source:****Budgeted Amount:****Cost:****Attachments:**

Pay Request #23



Strand Associates, Inc.®
 1170 South Houbolt Road
 Joliet, IL 60431
 (P) 815.744.4200
 www.strand.com

December 9, 2024

Mr. Julius Hansen, Interim Director of Public Works
 City of Crest Hill
 20600 City Center Boulevard
 Crest Hill, IL 60403

Re: Crest Hill West Sewage Treatment Plant Improvements
 Contract 1-2022
 City of Crest Hill, Illinois (City)

Dear Mr. Hansen:

Enclosed are Pay Application No. 23, waivers of lien, certified payroll, American Iron and Steel documentation, and apprenticeship reporting forms for the City's West Sewage Treatment Plant Improvements project. A summary of the Contract status is shown on the enclosed Application for Payment.

For Pay Application No. 23, Vissering Construction Company (Contractor) is requesting a total of \$1,013,747.42 for the work performed between November 1 and November 30, 2024. Please refer to its breakdown of values in the enclosed pay application. Specifically, this value includes a variety of items such as general conditions; overhead and profit; concrete work at Structures 30; various metal fabrications; various fiberglass fabrications; window installation at Structure E70; metal stud framing at Structure E70; painting; miscellaneous yard piping and select building interior plumbing; HVAC installation of ductwork; and select conduit installation and field wiring. Strand Associates, Inc.® has reviewed the pay application submitted by Contractor and recommends the Application for Payment request in the amount of \$1,013,747.42.

The current total Contract amount is \$49,404,381.00. There have been seven change orders to date. Total work completed through November 30, 2024, is \$31,844,611.74. A total of \$2,470,219.05 is being held in retainage, in accordance with the Contract Documents.

Sincerely,

STRAND ASSOCIATES, INC.®

Dominic L. Gattone, P.E.

Enclosures

SUMMARY SHEET
(Use with AP2 or AP3)

APPLICATION FOR PAYMENT

ATTN: MICHAEL G. EULITZ, PUBLIC WORKS DIRECTOR
 OWNER: 20600 CITY CENTER BLVD, CREST HILL,
 IL 60403
 CONTRACTOR: VISSERING CONSTRUCTION
 COMPANY

PROJECT: W. SEWAGE TREATMENT PLANT
 IMPROVEMENTS
 CONTRACT: 1-2022 (11108.00)
 11.30.2024

PAYMENT APPLICATION NO.: 23

<u>CONTRACT AMOUNT</u>	
ORIGINAL CONTRACT AMOUNT	\$50,640,000.00
PLUS: ADDITIONS TO CONTRACT	\$202,529.00
LESS: DEDUCTIONS FROM CONTRACT	\$1,438,148.00
ADJUSTED CONTRACT AMOUNT TO DATE	\$49,404,381.00
<u>WORK PERFORMED</u>	
COST OF WORK COMPLETED	\$31,844,611.74
PLUS MATERIALS STORED (ATTACH SCHEDULE)	\$0.00
NET AMOUNT EARNED TO DATE	\$31,844,611.74
LESS AMOUNT OF RETAINAGE	\$2,470,219.05
SUBTOTAL	\$29,374,392.69
LESS PREVIOUS PAYMENTS	\$28,360,645.27
AMOUNT DUE THIS APPLICATION	\$1,013,747.42

CONTRACTOR's Certification:

The undersigned CONTRACTOR certifies, to the best of its knowledge, the following: (1) All previous progress payments received from OWNER on account of Work done under the Contract have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment Incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to OWNER at time of payment free and clear of all Liens, security interests, and encumbrances (except such as covered by a bond acceptable to OWNER indemnifying OWNER against any such Liens, security interest, or encumbrances); and (3) All Work covered by this Application for Payment is in accordance with the Contract Documents and

VISSERING CONSTRUCTION COMPANY

CONTRACTOR

BY:

(Authorized Signature)

BY:

Tony Marzetta, Project Manager

(Print Name)

Payment of the above AMOUNT DUE THIS APPLICATION is recommended:

DATED: Dec 9, 2024

STRAND ASSOCIATES, INC. ®

BY:

(Authorized Signature)

BY:

(Print Name)

Contractor's Application for Payment No. 23

Application Period: 11.01.24 - 11.31.24		Application Date: 11.30.2024
To (Owner) CITY OF CREST HILL, IL: ATTN: M. EULITZ 20600 CITY CENTER BLVD, CREST HILL, IL 60403	From (Contractor): VISSER CONSTRUCTION COMPANY	Via (Engineer): STRAND ASSOCIATES
Project: W. SEWAGE TREATMENT PLANT IMPROVEMENTS	Contract: GENERAL CONSTRUCTION	
Owner's Contract No.:	Contractor's Project No.: 11108.00	Engineer's Project No.: 1-2022

Application For Payment Change Order Summary

Approved Change Orders			1. ORIGINAL CONTRACT PRICE.....	\$ 50,640,000.00
Number	Additions	Deductions	2. Net change by Change Orders.....	\$ (1,235,619.00)
1	\$45,297.00	(\$1,383,338.00)	3. Current Contract Price (Line 1 ± 2).....	\$ 49,404,381.00
2	\$19,757.00		4. TOTAL COMPLETED AND STORED TO DATE	
3	\$9,362.00	(\$16,295.00)	(Column F on Progress Estimate).....	\$ 31,844,611.74
4	\$45,205.00	(\$1,807.00)	5. RETAINAGE:	
5	\$26,445.00	(\$16,673.00)	a. 5% X \$ 49,404,381.00 Work Completed.....	\$ 2,470,219.05
6	\$56,463.00	(\$20,035.00)	b. 10% X _____ Stored Material.....	\$ -
7			c. Total Retainage (Line 5a + Line 5b).....	\$ 2,470,219.05
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$ 29,374,392.69
TOTALS	\$202,529.00	(\$1,438,148.00)	7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 28,360,645.27
NET CHANGE BY	(\$1,235,619.00)		8. AMOUNT DUE THIS APPLICATION.....	\$ 1,013,747.42
CHANGE ORDERS			9. BALANCE TO FINISH, PLUS RETAINAGE	
			(Column G on Progress Estimate + Line 5 above).....	\$ 20,029,988.31

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: Tony Marzetta
Tony Marzetta, Project Manager

Date: 12.05.2024

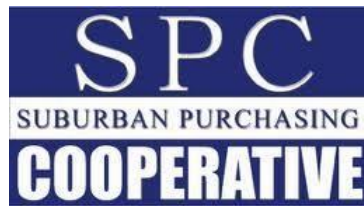
Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____
(Engineer) (Date)

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____
(Owner) (Date)

Approved by: _____
Funding Agency (if applicable) (Date)



2025 FORD F350 PICK UP SRW CONTRACT #225



WWW.SUTTONTRUCKS.COM

CONTACT: SCOTT OUREDNIK

PHONE 708-720-8040

EMAIL: sourednik@suttonford.com

25 FORD F350 REG CAB 4X2

BASE PRICE \$43,497



**COMMERCIAL
& FLEET**

Item 5.

Please enter the following information:

Agency Name & Address _____

Contact Name _____

Contact phone number _____

Purchase order number _____

Total Dollar amount **50,091** _____

Total number of units _____

Tax Exempt # _____

Delivery Address _____

FIN CODE _____

PLEASE SUBMIT P.O. & TAX EXEMPT LETTER WITH VEHICLE ORDER

Sutton Ford Commercial Truck Center

21315 Central Ave

Matteson, IL 60443

Contact : Scott Ourednik

Phone# 708-720-8040

E-Mail: sourednik@suttonford.com

MAJOR PRODUCT CHANGES

OVERVIEW

The 2025 Super Duty® transitions to a more efficient and simplified offering strategy. Standard content, options, and packages have been significantly updated versus prior model years. Ford Co-Pilot360™ Technology and 360-Degree Cameras are available together across Trims. The 6.8L gas engine is standard on XL, XLT and Lariat. Beginning at King Ranch®, the 7.3L gas becomes the standard engine. 6.7L Power Stroke® diesel remains an option for all Trims. LED lamps are available to all Trims; included in STX and XLT Black packages and standard Lariat/King Ranch/Platinum. Wheel upgrade options are associated with appearance packages. 4x4 is standard beginning at XLT Trim.

To learn more about the features on this vehicle, go to www.fordsourcebook.com

MODEL/SERIES/AVAILABILITY

- XL, XLT, Lariat King Ranch®, Platinum
- **Deleted**
 - Limited

MECHANICAL

- ★ **New/Changed**
 - 6.8L 2V DEVCT NA PFI V8 Gas engine – standard on XL, XLT Lariat
 - 7.3L 2V DEVCT NA PFI V8 Gas/TorqShift®-G – optional on XL, XLT, Lariat F-250; standard on King Ranch and Platinum F-250
- **Deleted**
 - SuperCab 148" WB
 - SuperCab Lariat
 - SuperCab F-350 / F-450 DRW

EXTERIOR

- ★ **New/Changed**
 - All Tow Hooks are Black
- **Deleted**
 - Chrome Running Boards on SuperCab
 - Chrome Tow Hooks
 - Chrome Tailgate Handles
- ★ **New Colors**
 - Avalanche
 - Ruby Red Metallic Tinted Clearcoat
- **Deleted Paint Colors**
 - Iconic Silver Metallic
 - Rapid Red Metallic Tinted Clearcoat

INTERIOR/COMFORT

- ★ **New/Changed**
 - Black Onyx/Platinum Blue Interior Color
 - Fixed Rear Window w/ Defrost and Privacy Glass – standard on Lariat
 - Floor Mats, All-Weather (Doesn't include carpet floor mats on King Ranch® and Platinum)
 - Smoked Truffle Interior Color
 - ActiveX® Seating Material – standard on Lariat
 - Wrapped Steering Wheel – standard on Lariat

INTERIOR/COMFORT (continued)

- **Deleted**
 - 2nd Row Ambient Lighting on Lariat
 - Admiral Blue / Light Slate Interior Color
 - Carmelo Interior Color
 - Power Adjustable Steering Column on Lariat
 - Rear Seat 12V Outlet on 40/console/40 seating configuration

SAFETY/SECURITY

- ★ **New/Changed**
 - Ford Security Package (1-year included with activation)
- **Deleted**
 - Advanced Security Package

FORD CO-PILOT360™ TECHNOLOGY

- ★ **New/Changed**
 - None

FUNCTIONAL

- ★ **New/Changed**
 - 2KW Pro Power Onboarqd (43K) – optional on King Ranch® and Platinum
 - Aux Camera and Trailer TPMS (DIO)
 - Trailer TPMS and 5th Wheel/Goosneck BLIS® (DIO)
 - Aux Camera, Trailer TPMS and 5th Wheel/Goosneck BLIS® (DIO)
 - SecuriCode™ keyless entry keypad (DIO)
 - Spare Tire Lock (DIO)
 - Ford Pro Upfit Integration System name changed to Vehicle Integration System 2.0 (18A)
 - Onboard Scales & Smart Hitch (91D) – optional on King Ranch®
 - Trailer Brake Controller (52B) – optional on XL
 - Upfitter Switches Optional on Lariat, King Ranch®, and Platinum (66S)
- **Deleted**
 - Tailgate Down Camera and Rear Park Aid Sensors on top of tailgate

PACKAGES

- ★ **New/Changed**
 - Black Appearance Package (17L)
 - Platinum Plus Package (17W)
- **Deleted**
 - Sport Appearance Package

Product Changes and Features Availability

Features, options, and package content subject to change. Please check www.fmcdealer.com for the most current information.

2025 SUPER DUTY® PICKUP (F-250 / F-350 / F-450) STANDARD EQUIPMENT

The following features are standard on every 2025 MY SUPER DUTY® F-SERIES vehicle:

MECHANICAL

- Brakes – Power four-wheel Disc Brakes with Anti-Lock Brake System (ABS)
- Engine
 - F-250/F-350: 6.8L 2V DEVCT NA PFI V8 Gas
 - F-450: 6.7L 4 Valve OHV Power Stroke® V8 Turbo Diesel B20
- Transmission
 - TorqShift®-G Ten-Speed Automatic with Selectable Drive Modes: Normal, Eco, Slippery Roads, Tow/Haul (6.8L Gas)
 - TorqShift® Ten-Speed Automatic with Selectable Drive Modes: Normal, Eco, Slippery Roads, Tow/Haul (6.7L Diesel)

EXTERIOR

- Doors
 - Two (Regular Cab only)
 - Four (SuperCab/Crew Cab only)
- Glass
 - Solar-Tinted, complete (Std. XL)
 - Privacy (Std. XLT, Lariat, King Ranch®, and Platinum; NA front-seat windows)
- Jack
 - Three ton mechanical (F-250/F-350 SRW)
 - Four ton hydraulic (F-350 DRW/F-450)
- Lamps – pickup box and cargo area
- Manual Locking Front Hub (4x4)
- Moldings – tailgate and box-rail
- Spare tire, wheel, & frame mounted carrier
- Tailgate – removable w/ power lock, black handle
- "Three-Blink" lane change signal
- Tie-down hooks – pickup box, four (4)
- Tow hooks – front, two (2)
- Trailer Tow Package – 7 wire harness w/relays and 7/4 pin connector

INTERIOR/COMFORT

- Convenience
 - Coat hooks – LH/RH color-coordinated
 - Dash top tray
 - Dome Lamp – LH/RH door activated & I/P switch operated w/delay
 - Handles, grab – driver & front-passenger
 - Handles, roof ride – front-passenger (also over rear-doors on Crew Cab)
 - Map lights – dual (front and rear w/Crew Cab)
 - Powerpoint, auxiliary
 - Power Equipment Group – 1st row (front-seat) windows w/one-touch up/down, power 2nd row (rear-seat) windows; power door-locks w/backlit switches & accessory delay; power tailgate lock
- Door-Trim – color-coordinated, molded w/armrest/grab handle & reflector
- Headliner – color-coordinated cloth
- Hood release

INTERIOR/COMFORT (continued)

- Horn – dual electric
- Instrument panel – color-coordinated w/ glove box, 4 air registers w/positive shut off, powerpoint
- Scuff plates – front, color-coordinated;
- Steering – power
- Steering damper
- Windshield wipers – intermittent

SAFETY/SECURITY

- AdvanceTrac® with RSC® (Roll Stability Control™)
- Airbags
 - Driver and Passenger frontal and side airbag/curtain
 - Passenger side airbag deactivation switch
- Center High-mounted Stop Lamp (CHMSL)
- Child tethers (Regular Cab, front-passenger and all rear-seating positions)
- Individual Tire Pressure Monitoring System (TPMS) – SRW/F-350 DRW only
- Safety Belts
 - Belt-Minder® front safety belt reminder – chime and flashing warning light on instrument cluster if belts not buckled
 - Color-coordinated w/height adjustment (front-outboard seating positions only)
- SecuriLock® Passive Anti-Theft System (PATS)
- SOS Post-Crash Alert System™
- Stationary Elevated Idle Control (SEIC)
- Ford Security Package (1-year included with activation)

FUNCTIONAL

- Alternator
 - 157 160 (Std. XL)
 - 190 Amp (Std. XLT and Lariat)
 - 410 Amp Dual Alternators (250 Amp +160 Amp) (Std. King Ranch®, and Platinum)
- Axle
 - Twin I-beam front axle w/coil spring suspension (narrow front track) – 4x2 (F-250 and F-350)
 - Mono-beam front axle w/coil spring suspension (narrow front track) – 4x4 (F-250 and F-350)
 - Mono-beam front axle w/coil spring suspension (wide front track) (F-450)
 - Rear – Non-Limited-Slip (F-250/F-350)
 - Rear – 4.30 Limited-Slip (F-450)
- Battery
 - Gas engine – Grp65 68AH 750-CCA, AGM
 - Diesel engine – 750-CCA, 68-AH, dual AGM (6.7L Power Stroke® Diesel engine)
- Intelligent Oil-Life Monitor® (6.7L Power Stroke® Diesel engine)
- Oil minder system (Gas engine)
- Shock absorbers – heavy-duty gas
- Stabilizer bar – front

The following features are standard on select 2025MY SUPER DUTY® vehicles:

MECHANICAL	XL	XLT	Lariat	King Ranch®	Platinum
Four-Wheel Disc Anti-Lock Brake System (ABS) – Roll Stability Control™ (RSC®)/Traction Control/Trailer Sway Control	•	•	•	•	•
2.5" Built Ford Tough® Trailer Hitch Receiver	•	•	•	•	•
3" Built Ford Tough® Trailer Hitch Receiver					
F-350 DRW Crew Cab (6.7L High Output Diesel w/ 4.10 Axle) and F-450 Crew Cab Note: To find the maximum trailer weight allowed for your vehicle, consult your authorized dealer (or the RV and Trailer Towing Guide provided by your authorized dealer)	•	•	•	•	•
4x4 Only					
Electronic-Shift-On-the-Fly (ESOF)	•	•	•	•	•
Drivetrain					
4x2	•	•	•	•	•
4x4	•	•	•	•	•

STANDARD EQUIPMENT

MECHANICAL (continued)	XL	XLT	Lariat	King Ranch®	Platinum
Fuel Tanks					
29 Gallon (Diesel Engine) – 142" Wheelbase	•	•			
34 Gallon (Diesel Engine) – 160" or 164" Wheelbase	•	•	•	•	•
34 Gallon (Gas Engine) – NA 176" Wheelbase	•	•	•	•	•
48 Gallon (Gas Engine) – 176" Wheelbase	•	•	•	•	•
48 Gallon (Diesel Engine) – 176" Wheelbase	•	•	•	•	•
KEY EXTERIOR FEATURES					
Bumper – Front & Rear					
Black painted	•				
Chrome		•	•		
Accent-color				•	
Body-color					•
Grille					
Black MIC	•				
Bright Chrome		•			
Bright Chrome w/ Chrome Inserts			•		
Chrome – w/Caribou Inserts				•	
Satin Aluminum					•
Rear Quarter Panel					
Decal – 4x4 only	•	•	•	•	•
Handles – Door					
Black	•	•			
Body-color			•	•	•
Headlamps/Taillamps/Lamps					
Quad beam halogen jewel effect Headlamps	•	•			
Halogen Fog Lamps		•			
LED Reflector Headlamps			•	•	
LED Projector Headlamps					•
Halogen with LED Reverse Taillamps			•	•	
LED Taillamps					•
AutoLamp (Auto On/Off Headlamps)	•	•	•	•	•
Automatic High Beam		•	•	•	•
Center High-mounted Stop Lamp (LED on Lariat, King Ranch® and Platinum)	•	•	•	•	•
LED Fog lamps			•	•	•
LED Box Lighting (incl. LED Center High-Mounted Stop Lamp (CHMSL))			•	•	•
LED Roof Marker/Clearance Lamps (F-350 DRW/F-450)	•	•	•	•	•
Utility Lighting System (LED Side-mirror Spotlights) (see mirror descriptions below)			•	•	•
Mirrors					
BLIS® with Cross-traffic Alert with Trailer Coverage			•	•	•
Manually telescoping/folding trailer tow with power/heated glass, heated convex spotter mirror, integrated clearance lamps/turn signals	•	•			
Power-folding with Autofold, PowerScope® Telescoping, Power Glass Trailer Tow Mirrors with Heat, Turn Signal, Memory, High-Intensity LED Security Approach Lamps, Utility Lighting System (LED Side-mirror Spotlights) (Black skull caps on Lariat, King Ranch® and Platinum)			•	•	•
Power Equipment					
Remote Tailgate Release			•	•	•
Wheels (SRW)					
17" Argent Painted Steel w/Painted Hub Covers/Center Ornaments (F-250/F-350)	•				
18" Sparkle Silver Painted Cast Aluminum (F-250/F-350)		•			
18" Bright Machined and Carbonized Gray Painted Aluminum (F-250/F-350)			•		
20" Bright Machined Cast Aluminum w/ Light Caribou Painted Pockets; Light Caribou Wheel Ornament with King Ranch Logo (F-250/F-350)				•	
20" Bright Machined and Ebony Black Low-Gloss Painted Aluminum (F-250/F-350)					•
Wheels (DRW)					
17" Argent Painted Steel (hub covers/center ornaments not included) (F-350)	•	•			
17" Forged Polished Aluminum w/bright hub covers/center ornaments (F-350, front and rear outer; steel inner wheels)			•	•	•
19.5" Forged Polished Aluminum w/bright hub covers/center ornaments (F-450, front and rear outer; steel inner wheels)	•	•	•	•	•

STANDARD EQUIPMENT

KEY INTERIOR/COMFORT FEATURES (continued)	XL	XLT	Lariat	King Ranch®	Platinum
Audio					
AM/FM stereo MP3 player (speakers; four (4) with Regular Cab, six (6) with SuperCab and Crew Cab)	•	•			
B&O® Sound System by Bang & Olufsen® with HD Radio™ (8 speakers including subwoofer)			•		
B&O® Unleashed Sound System by Bang & Olufsen® with HD Radio™ (14 speakers including subwoofer)				•	•
SiriusXM® Radio w/ 360L Note: Includes a three (3)-month prepaid subscription. Service is not available in Alaska and Hawaii. Note: SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM Radio Inc. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM Customer Agreement for complete terms at www.siriusxm.com . All fees and programming subject to change. Sirius, XM and all related marks and logos are trademarks of Sirius XM Radio Inc			•	•	•
SYNC® 4 – 8" LCD Capacitive Touchscreen with Swipe Capability – Wireless Phone Connection – Cloud Connected – AppLink® w/App Catalog – 911 Assist® – Apple CarPlay® and Android Auto™ Compatibility – Digital Owner's Manual	•	•			
SYNC® 4 with Enhanced Voice Recognition – 12" LCD Capacitive Touchscreen with Swipe Capability – Information On Demand Panel – Wireless Phone Connection – Cloud Connected – AppLink w/ App Catalog – 911 Assist® – Apple CarPlay® and Android Auto™ Compatibility – Digital Owner's Manual – Conversational Voice Command Recognition – Connected Navigation ¹			•	•	•
FordPass Connect™ (5G) – 5G Wi-Fi hotspot connects up to 10 devices ² – Remotely start, lock and unlock vehicle ³ – Schedule specific times to remotely start vehicle ³ – Locate parked vehicle ³ – Check vehicle status ³ Note: Telematics Solutions (both complimentary and subscription based) are available for Fleet Customers, providing access to manufacturer-grade data including but not limited to vehicle location, speed, idle time, fuel/energy, range, vehicle diagnostics, and maintenance alerts. FordPass Connect™ 5G Wi-Fi Modem, enables telematics services directly from Ford or through authorized third party providers. Learn more at commercialsolutions.ford.com or email fcs1@ford.com or by calling 833-FCS-Ford. (833-327-3673).	•	•	•	•	•
Cupholders					
Dual, instrument panel-mounted		•	•	•	•
Integrated w/armrest on rear-seat			•(3)	•	•

¹ Navigation services require SYNC®4 and FordPass Connect (optional on select vehicles), complimentary connect service and the FordPass app (see FordPass Terms for details). Eligible vehicles receive a complimentary 1-year trial of navigation services that begins on the new vehicle warranty start date. Customers must unlock the navigation service trial by activating the eligible vehicle with a FordPass member account. If not subscribed by the end of the complimentary period, the connected navigation service will revert to a moving-map and active routing will no longer be available.

Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features.

FordPass App, compatible with select smartphone platforms, is available via a download. Message and data rates may apply.

² Wi-Fi hotspot includes wireless data trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features. To activate, go to www.att.com/ford

³ FordPass Connect™ (optional on select vehicles), the Ford Pass App., and Complimentary Connected Services are required for remote features (see FordPass Terms for details). Connected Service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected services excludes Wi-Fi hotspot

1 = Regular Cab only, 2 = SuperCab only, 3 = Crew Cab only

★ = New for this model year

• = Available

STANDARD EQUIPMENT

KEY INTERIOR/COMFORT FEATURES (continued)	XL	XLT	Lariat	King Ranch®	Platinum
Door-Trim					
Armrest, grab handle and reflector, power window/lock switches	•				
Soft armrest, grab handle, power window/lock switches, molded upper appliqué, reflector (appliqué and armrest are accent-color); front map pockets on Regular Cab and SuperCab; front and rear map pockets on Crew Cab		•	•		
Soft armrest, grab handle, power window/lock switches, upper appliqué, reflector; front and rear map pockets on Crew Cab				•	•
Floor Covering					
Black vinyl	•				
Color-coordinated carpet and carpeted floor mats (includes rear mats on SuperCab & Crew Cab)		•	•	•	•
Instrument Center					
4.2" Productivity Screen display includes menus for Gauge Setup, Trip Computer, Fuel Economy and Towing/Off-Road applications; five (5) button message control on steering wheel	•	•			
12" Productivity Screen display includes menus for Gauge Setup, Trip Computer, Fuel Economy and Towing/Off-Road applications; five (5) button message control on steering wheel			•	•	•
Overhead Console – w/ storage bin and map lights	•	•	•	•	•
Power Equipment					
Accessory delay	•	•	•	•	•
Door-locks w/backlit switches	•	•	•	•	•
Windows w/backlit switches	•	•	•	•	•
Powerpoint and Power Management					
One (1) Powerpoint in front center under-seat storage		•			
Two (2) Powerpoints in instrument panel	•	•	•	•	•
Two (2) Powerpoints in rear side of Flow-through Console			•	•	•
120V/400W Outlet dash mounted		•	•	•	•
120V/400W Outlet in rear side of Flow-through Console		•	•	•	•
Rear Parking Sensors w/ Reverse Brake Assist			•	•	•
Rear View Camera		•			
Display in center-stack screen	•	•	•	•	•
Rearview Mirror					
11.5" Day/Night	•	•			
Electrochromic self-dimming			•	•	•
Remote Start System			•	•	•
Seats (Front)					
HD vinyl, 40/20/40 split bench w/center armrest and cupholder	•				
Cloth, 40/20/40 split bench, 20% center locking under-seat storage, w/center armrest, cupholder and storage; 8-way power driver seat		•			
ActiveX® Seating Material, 40/Console/40			•		
Unique King Ranch® Kingsville Antique Affect Leather Seats, 40/Console/40				•	
Unique Platinum Leather seating surfaces, 40/Console/40 with Multicontour Seats (Driver and Passenger)					•
Manual lumbar support, driver's side	•				
8-way power driver seat (four-way power-adjustable track, two-way power recline and two-way power lumbar)		•			
8-way power driver & passenger seat (four-way power-adjustable track, two-way power recline and two-way power lumbar)			•	•	•
Two-way adjustable driver/passenger headrests	•	•	•		
Four-way adjustable driver/passenger headrests				•	•
Easy Entry Driver's Seat w/ Memory			•	•	•
Front center-seat-integrated restraints (SIR)	•	•			
Seats (Rear) SuperCab					
Vinyl, 60/40 fold-up bench seat	•				
Cloth, 60/40 fold-up bench seat		•			
Seat (Rear) Crew Cab					
60/40 bench w/flip-up/fold-down w/two (2) outboard head restraints and a center head restraint	•	•			
60/40 bench w/flip-up seats & fold-down backrests, w/under-seat lockable fold-flat storage, two (2) outboard head restraints and a center head restraint. Dual integrated cupholders in armrest			•	•	•
Vinyl	•				
Cloth		•			
ActiveX®			•		
King Ranch® Kingsville Antique Affect Leather seating surface				•	
Platinum Leather seating surface					•

STANDARD EQUIPMENT

KEY INTERIOR/COMFORT FEATURES (continued)	XL	XLT	Lariat	King Ranch®	Platinum
Steering Wheel					
Urethane – Black w/redundant audio and SYNC® controls	•	•			
Wrapped Steering Wheel			•		
Leather-wrapped – (King Ranch®, Unique King Ranch® Kingsville Antique Affect; Platinum)				•	•
Heated Steering Wheel			•	•	•
Cruise Control (steering wheel-mounted)	•	•	•	•	•
Tilt and Telescoping steering wheel/column (Manual on XL, XLT and Lariat; Power with memory on King Ranch®, Platinum)	•	•	•	•	•
Sun visors					
Color-coordinated cloth, driver w/pocket, passenger w/uncovered mirror	•				
Color-coordinated cloth; both driver and passenger w/covered mirrors		•			
Color-coordinated cloth; both driver and passenger w/illuminated visor vanity mirrors			•	•	•
SAFETY/SECURITY					
AdvanceTrac® with RSC® (Roll Stability Control™)	•	•	•	•	•
Autolock, Auto unlock, Rainlamp Wiper Activated Headlamps	•	•	•	•	•
SecuriLock® Passive Anti-Theft System	•	•	•	•	•
Driver and Passenger frontal and side airbag/curtain	•	•	•	•	•
Intelligent Access with Push-button Start (PEPS)			•	•	•
Remote Keyless-Entry	•	•			
Trailer Sway Control and Hill Start Assist	•	•	•	•	•
Ford Security Package (1-year included with activation)	•	•	•	•	•

SELECT	OPTION CODE	TRUCK MODEL	PRICE
F350 XL REGULAR CAB PICKUP SRW			
<input type="checkbox"/>	F3A	4X2 REG CAB - 142" WB - 8' BED	\$43,497
<input checked="" type="checkbox"/>	F3B	4X4 REG CAB - 142" WB - 8' BED	\$47,143
F350 XL SUPER CAB PICKUP SRW			
<input type="checkbox"/>	X3A	4X2 SUPER CAB - 164" WB - 8' BED	\$46,908
<input type="checkbox"/>	X3B	4X4 SUPER CAB - 164" WB - 8' BED	\$49,427
F350 XL CREW CAB PICKUP SRW			
<input type="checkbox"/>	W3A	4X2 CREW CAB - 160" WB - 6.5' BED	\$48,046
<input type="checkbox"/>	W3A	4X2 CREW CAB - 176" WB - 8' BED	\$48,226
<input type="checkbox"/>	W3B	4X4 CREW CAB - 160" WB - 6.5' BED	\$50,578
<input type="checkbox"/>	W3B	4X4 CREW CAB - 176" WB - 8' BED	\$50,754
POWERTRAINS			
<input type="checkbox"/>	99N	7.3L - 2V DEVCT NA PFI V8 GAS (REQ 17S, 4x4)	\$910
<input type="checkbox"/>	99T	6.7L POWER STROKE V8 TURBO DIESEL	\$9,551
<input type="checkbox"/>	99M	6.7L HO POWER STROKE V8 TURBO DIESEL	\$11,826
<input type="checkbox"/>	X3H	AXLE, ELECTRONIC LOCKING RATIO 3.31 (DIESEL)	\$392
<input type="checkbox"/>	X3J	AXLE, ELECTRONIC LOCKING RATIO 3.55 (DIESEL)	\$392
<input checked="" type="checkbox"/>	X3E	AXLE, ELECTRONIC LOCKING RATIO 3.73 (GAS)	\$392
<input type="checkbox"/>	X4M	AXLE, ELECTRONIC LOCKING RATIO 4.30 (GAS)	\$392
TIRES			
<input type="checkbox"/>	TBM	LT245/75RX17E BSW AT	\$150
<input checked="" type="checkbox"/>	TCH	LT275/65RX18E BSW AS	N/C
<input type="checkbox"/>	TDX	LT275/70RX18E BSW AT (REQ 17S)	\$241
<input type="checkbox"/>	TCW	LT275/65RX20E BSW AT (REQ 17S, NA W/142" WB)	N/C
<input type="checkbox"/>	64F	WHEELS, 18" ARGENT PAINTED STEEL W/ XL	\$414
<input type="checkbox"/>	642	WHEELS, 20" PREMIUM POLISHED (4X4 ONLY)	\$1,292

SEATS

REGULAR CAB

<input checked="" type="checkbox"/>	AS	VINYL 40/20/40	STD
<input type="checkbox"/>	LS	VINYL 40/CONSOLE/40	\$323
<input type="checkbox"/>	1S	CLOTH 40/20/40	\$91
<input type="checkbox"/>	4S	CLOTH 40/CONSOLE/40	\$468

SUPER & CREW CAB

<input type="checkbox"/>	AS	VINYL 40/20/40	STD
<input type="checkbox"/>	LS	VINYL 40/CONSOLE/40	\$323
<input type="checkbox"/>	1S	CLOTH 40/20/40 - SUPER CAB	\$91
<input type="checkbox"/>	1S	CLOTH 40/20/40 - CREW CAB	\$286
<input type="checkbox"/>	4S	CLOTH 40/CONSOLE/40 - SUPER CAB	\$468
<input type="checkbox"/>	4S	CLOTH 40/CONSOLE/40 - CREW CAB	\$559

OPTIONS

<input type="checkbox"/>	17X	FX4 OFF-ROAD PACKAGE (REQ 4X4, AT TIRES, ELEC LOCKING DIFFERENTIAL)	\$451
<input type="checkbox"/>	17Z	XL OFF-ROAD PACKAGE (REQ 4X4) (N/A W/ 66D,17S)	\$906
<input type="checkbox"/>	17S	STX APPEARANCE PACKAGE	\$4,654
<input type="checkbox"/>	96V	XL CHROME VALUE PACKAGE	\$205
<input type="checkbox"/>	96D	XL DRIVER ASSIST PACKAGE	\$665
<input checked="" type="checkbox"/>	473	SNOWPLOW PREP PACKAGE (N/A W/ 67H, 63R) (REQ 4X4)	\$228
<input type="checkbox"/>	471	CAMPER PACKAGE (N/A W/ 66D, 20" WHEELS)	\$145
<input type="checkbox"/>	47B	SNOWPLOW/CAMPER PACKAGE (N/A W/ 67H, 63R, 66D, 20" TIRES) (REQ 4X4)	\$277
<input type="checkbox"/>	67H	SUSPENSION PACKAGE, HEAVY SERVICE (N/A W/ 473 SNOW PLOW)	\$114
<input type="checkbox"/>	68F	F350 GAS HEAVY DUTY PAYLOAD PACKAGE (REG CAB, 4X2, 40/CON/40, SPARE TIRE DELETE)	\$269
<input checked="" type="checkbox"/>	18B	PLATFORM RUNNING BOARDS (REG CAB)	\$291
<input type="checkbox"/>	18B	PLATFORM RUNNING BOARDS (SUPER/CREW CAB)	\$405
<input type="checkbox"/>	592	CLEARANCE LIGHTS, ROOF	\$87
<input type="checkbox"/>	41H	HEATER, ENGINE BLOCK	\$173

<input checked="" type="checkbox"/>	66S	UPFITTER SWITCHES - 6 (REQ UPGRADED ALTERNATOR)	\$150
<input type="checkbox"/>	62R	TRANSMISSION POWER TAKE-OFF PROVISION	\$255
<input type="checkbox"/>	435	WINDOW, POWER SLIDING REAR (REQ 924 PRIVACY GLASS)	\$368
<input type="checkbox"/>	924	PRIVACY GLASS	\$28
<input type="checkbox"/>	41A	RAPID-HEAT SUPPLEMENTAL CAB HEATER (DIESEL)	\$228
<input checked="" type="checkbox"/>	85S	TOUGH BED SPRAY-IN LINER	\$542
<input type="checkbox"/>	85L	DROP-IN BEDLINER	\$319
<input type="checkbox"/>	85M	BED MAT (N/A W/ 85L, 85S)	\$137
<input type="checkbox"/>	61L	FRONT WHEEL WELL LINERS	\$164
<input type="checkbox"/>	61M	REAR WHEEL WELL LINERS	\$164
<input type="checkbox"/>	61N	FRONT & REAR WHEEL WELL LINERS	\$296
<input type="checkbox"/>	52S	INTERIOR WORK SURFACE (REQ 40/20/40 SEATS)	\$128
<input type="checkbox"/>	43K	2KW PRO POWER (REQ 86M DUAL BATTERY)	\$897
<input type="checkbox"/>	874	360 CAMERA PACKAGE (REQ 96D XL DRIVER ASSIST)	\$1,047
<input type="checkbox"/>	76S	REMOTE START SYSTEM	\$228
<input checked="" type="checkbox"/>	61S & 62S	SPLASH GUARDS/MUD FLAPS (FRONT & REAR)	\$119
<input type="checkbox"/>	15J	GOOSENECK HITCH KIT (REQ 53W)	\$228
<input type="checkbox"/>	15L	5TH WHEEL HITCH KIT - 20K (REQ 53W, 68U, 8' BED)	\$1,224
<input type="checkbox"/>	53W	5TH WHEEL/GOOSENECK HITCH PREP PACKAGE	\$501
<input checked="" type="checkbox"/>	52B	TOW COMMAND INTEGRATED BRAKE CONTROLLER	\$273
<input type="checkbox"/>	91D	ON-BOARD SCALES & SMART HITCH (N/A W/ 4X2)	\$592
<input checked="" type="checkbox"/>	76C	EXTERIOR BACK UP CHIME	\$200
<input checked="" type="checkbox"/>	43C	120V / 400W OUTLET	\$160
<input type="checkbox"/>	66L	BOX RAIL LIGHTING, LED LIGHTING SYSTEM	\$54
<input checked="" type="checkbox"/>	67E	EXTRA-EXTRA HEAVY DUTY ALTERNATOR - 250 AMP	\$78
<input type="checkbox"/>	67D	190 AMP ALT FOR GAS, 250 AMP ALT FOR DIESEL	N/C
<input type="checkbox"/>	67B	DUAL EXTRA HEAVY-DUTY ALTERNATOR	\$104
<input type="checkbox"/>	86M	DUAL BATTERIES	\$191
<input type="checkbox"/>	86K	PROGRAMMABLE ENGINE IDLE SHUTDOWN TIMER	\$228
<input type="checkbox"/>	98F	CNG/PROPANE GASEOUS ENGINE PREP (6.8L ONLY)	\$286
<input type="checkbox"/>	19J	ALUMINUM CROSS BED TOOL BOX - MATTE BLACK (WEATHER GUARD DEFENDER SERIES)	\$910
<input type="checkbox"/>	19K	ALUMINUM CROSS BED TOOL BOX - BRIGHT (WEATHER GUARD MODEL # 127-0-02)	\$910
<input type="checkbox"/>	19H	PICKUP BOX BED SIDE STORAGE (REQ 17S OR 96V)	\$1,543

<input type="checkbox"/>	21D	TONNEAU PICK UP BOX COVER - SOFT FOLDING	\$537
<input type="checkbox"/>	21E	TONNEAU PICK UP BOX COVER - HARD FOLDING	\$1,092
<input type="checkbox"/>	21J	TONNEAU PICK UP BOX COVER - RETRACTABLE	\$2,002
<input checked="" type="checkbox"/>	85G	TAILGATE STEP	\$342
<input type="checkbox"/>	87B	RETRACTABLE BED STEP (CORNER)	\$355
<input type="checkbox"/>	87S	RETRACTABLE BED STEP (SIDE)	\$710

FLEET OPTIONS

<input type="checkbox"/>	51X	SPARE TIRE DELETE	-\$78
<input type="checkbox"/>	91G	360-DEGREE DUAL BEACON LED WARNING STROBES - AMBER-WHITE	\$592
<input type="checkbox"/>	91S	360-DEGREE DUAL BEACON LED WARNING STROBES - AMBER	\$592
<input type="checkbox"/>	18A	VEHICLE INTEGRATION SYSTEM 2.0 - UPFIT	\$364

COLOR

<input type="checkbox"/>	UM	AGATE BLACK METALLIC	N/C
<input type="checkbox"/>	HX	ANTIMATTER BLUE METALLIC	N/C
<input type="checkbox"/>	M7	CARBONZIED GRAY METALLIC	N/C
<input type="checkbox"/>	DR	AVALANCHE	N/C
<input checked="" type="checkbox"/>	Z1	OXFORD WHITE	N/C
<input type="checkbox"/>	PQ	RACE RED	N/C
<input type="checkbox"/>	GR	GREEN (FLEET)	\$600
<input type="checkbox"/>	W6	GREEN GEM (FLEET)	\$600
<input type="checkbox"/>	MB	ORANGE (FLEET)	\$600
<input type="checkbox"/>	BY	SCHOOL BUS YELLOW (FLEET)	\$600
<input type="checkbox"/>	E4	VERMILLION RED (FLEET)	\$600
<input type="checkbox"/>	AT	YELLOW (FLEET)	\$600

DELIVERY/REGISTRATION

<input type="checkbox"/>	DELIVERY	DELIVERY TO CUSTOMER / UPFITTER	\$175
<input checked="" type="checkbox"/>	PLATE	TITLE & PLATES	\$173



Agenda Memo

Crest Hill, IL

Meeting Date:	Date 12-16-2024
Submitter:	Police Chief Edward Clark
Department:	Police Department
Agenda Item:	Request to implement the Oxcart truck permit software program

Summary: Mayor and Council,

One of the benefits of our newly launched DACRA administrative adjudication program is the addition of a program to regulate and issue overweight truck permits. This system, Oxcart, will accept overweight/oversize permit requests, aid with the approval of proper routes that are requested and issue the permit. This program includes the ability to charge trucking companies for the permit. The program adds an additional administrative fee that goes to Oxcart. The fees are collected and dispersed to the municipality. I worked with PD Administration, certified truck Officer Heiss and attorney Mike Stiff on this topic. We reviewed several local municipalities in the area and developed a fee structure that we believe is adequate to begin this new endeavor. This topic was discussed at the November 25, 2024 work session. I am formally looking for approval of this program.

Recommended Council Action: Approval of request to implement the Oxcart truck permit software program and fee structure.

Financial Impact: Additional Revenue estimate of \$ 15-\$20,000.000

Funding Source: Permit Program

Budgeted Amount: none

Cost: None

Attachments: None

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 10 (VEHICLES AND TRAFFIC)
CHAPTER 10.01 (ARTICLE 10 CREST HILL VEHICLE CODE), DIVISION
V (SPECIAL WEIGHT LIMITS) BY REPEALING SECTIONS 10.01.10-503
AND REPLACING IT WITH NEW SECTIONS 10.01.10-503 THROUGH
10.01.10-506 OF THE CITY OF CREST HILL CODE OF ORDINANCES**

WHEREAS, the Corporate Authorities of the City of Crest Hill have 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 to amend those ordinances from time to time as it sees fit; and

WHEREAS, the Corporate Authorities of the City of Crest Hill are empowered with the authority to regulate, subject to the Illinois Vehicle Code, the speed of vehicular traffic upon the streets and roadways within the City of Crest Hill, including regulation of vehicles conveying loads within the City (65 ILCS 5/11-40-1); and

WHEREAS, the Corporate Authorities of the City of Crest Hill have previously exercised said authority by the passage of Ordinances codified into the City's Municipal Code of Ordinances at Chapter 10.01 (Article 10), known as The Crest Hill Vehicle Code; and

WHEREAS, the Corporate Authorities of the City of Crest Hill have previously adopted the Illinois Vehicle Code and exercised its authority by the passage of Ordinances codified into the City's Municipal Code of Ordinances as Article 10 (Special Provisions Pertaining To The City Of Crest Hill), Division V (Special Weight Limits), Sections 10.01.10-501 through 10.01.10-503; and

WHEREAS, the Corporate Authorities have determined that Section 10.01.10-503 (Special Permits) should be amended to provide for implementation of procedures and a fee schedule for obtaining overweight and over-dimension permits for the movement of overweight and over-dimension vehicles within the City of Crest Hill and which would also include a process and fee schedule for obtaining from the City, in addition to temporary permits for overweight and over-dimension loads traveling over City roadways, an annual fee option for such permits; and

WHEREAS, the City has secured the services of a third-party vendor (Oxcart) which will be responsible for initially receiving and assembling information necessary for the evaluation of said permits, and the collection of permit fees, at no cost to the City; and

WHEREAS, the City's vendor for its electronic citation and municipal enforcement software, DACRAtech, offers the online permitting through Oxcart as part of the City's current agreement, and at no extra charge to the City; and

WHEREAS, the Chief of Police or his designee will be responsible for the decision to grant or deny any request for a temporary overweight or over-dimension permit.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CREST HILL, WILL COUNTY, ILLINOIS, PURSUANT TO ITS STATUTORY AUTHORITY, AS FOLLOWS:

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

SECTION 2: Title 10 (Vehicles and Traffic), Article 10 (Special Provisions Pertaining To The City Of Crest Hill), Division V (Special Weight Limits) Section 10.01.10-503 (Special Permits) is repealed in its entirety and replaced with Sections 10.01.10-503 (Definitions), 10.01.10-504 (Application for overweight and over-dimension permits), 10.01.10-505 (Issuance of overweight or over-dimension permits), 10.01.10-506 (Fee schedule for permits), as follows:

DIVISION V. SPECIAL WEIGHT LIMITS AND PERMITS

- 10.01.10-501.** Restricted Truck Traffic- Designated Streets.
- 10.01.10-502.** Posting of Signs.
- 10.01.10-503.** Definitions.
- 10.01.10-504.** Applications for overweight and over-dimension permits.
- 10.01.10-505.** Issuance of overweight and over-dimension permits.
- 10.01.10-506.** Fee schedule for permits.

Sec. 10.01.10-503. – Definitions

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Truck means any vehicle designed or operated for the transportation of property, and the body weight or combined body and load weight of which exceed eight tons.

Truck route means a way over certain streets, as state designated, signposted, or as provided for herein over and along which trucks coming into and going out of the City must operate, so long as the truck is otherwise legal.

Sec. 10.01.10-504. – Application for overweight and over-dimension permits.

Applications for all overweight and over-dimension permits shall be submitted to the chief of police or his designee in the electronic form as required by the chief of police through the police department's third-party vendor and shall include at a minimum:

- (1) The type of vehicle;
- (2) The weight and dimensions (height, length, and width) of the vehicle;
- (3) The content to be transported;
- (4) The number of trips required;
- (5) The requested route to be taken by the vehicle;
- (6) The destination of the vehicle within the City; and
- (7) The name of the carrier if different than the applicant.

Sec. 10.01.10-505. – Issuance of overweight or over-dimension permits.

Upon receipt of a completed application and proof of payment of the fee, the chief of police or his designee may issue an overweight or over-dimension permit, subject to the following conditions:

- (1) In consideration of seasonal or other time limitations, the chief of police or his designee may restrict the number or time of daily trips authorized by each permit, as in consistent with public safety.
- (2) In establishing the routes to be traveled, the chief of police or his designee may establish the route consistent with public safety, taking into consideration existing traffic, the character of the road or roads, and the configuration of the terrain.
- (3) All permits shall be nontransferable and shall be valid only for the applicant or his agent or employee and the specific vehicle listed on the application.
- (4) Every permit shall be carried in the vehicle to which it refers in paper or electronic form and shall be open to inspection by any police officer.
- (5) No refund of the permit fee shall be made to the applicant following the issuance of a permit.
- (6) The applicant shall comply with all city, township, county and state ordinances, regulations, and requirements.
- (7) Altering or falsifying a permit will revoke the applicant's permit privileges for 12 months.

Sec. 10.01.10-506. – Fee schedule for permits.

- (a) Overweight permits for a motor vehicle with a gross weight, including load, may be applied for, and may be granted according to the fee schedule as set forth below.

(b) **Overweight permits.**

1. **Sealed Shipping Containers Only**

Permits for limited continuous operations transporting sealed shipping containers shall be calculated based on the following fee schedule:

\$50.00 Daily - expires at 11:59 p.m. on the requested date of issuance.

\$250.00 Weekly - valid for seven (7) days from the requested date and time of issuance.

\$500.00 Monthly - valid for thirty (30) days from the requested date and time of issuance.

2. **Non-Divisible loads, as defined by the Illinois Motor Vehicle Code and loads other than sealed shipping containers.**

Permits for non-divisible overweight movements and loads other than sealed shipping containers shall be based on the following fee schedule:

OVERWEIGHT AND OVER-DIMENSION PERMIT FEE SCHEDULE

WEIGHT (WITH LOAD)*	SINGLE TRIP**	ROUND TRIP***
up to 100,000 lbs.	\$75	\$150
100,001 - 120,000 lbs.	\$100	\$200
120,001 - 150,000 lbs.	\$125	\$250
OVER 150,000 lbs.	\$150	\$300

****SINGLE TRIP** – One move from the point of origin to the point of destination. Any additional stops between the point of origin and the point of destination are expressly prohibited. Single Trip permits are valid for five (5) days from the requested date and time of issuance.

*****ROUND TRIP** – Two trips over the same route in opposite directions. Any additional stops between the point of origin and point of destination (and reverse) are expressly prohibited. Round trip permits shall be valid for a period not to exceed ten (10) days from the requested date and time of issuance.

3. Annual Limited Continuous Operation (LCO) Permit Options.

- A. An annual LCO permit may be issued to a single truck, truck-tractor power unit, or piece of special mobile equipment, and shall be valid for unlimited moves for a period not to exceed three-hundred sixty-five (365) days from the date of issuance.
 - B. Annual LCO Permits are non-transferable between vehicles.
 - C. Unless stated otherwise on the Annual LCO Permit, permitted movements for over-dimension vehicles and loads shall be only from 30 minutes before sunrise to 30 minutes after sunset.
 - D. The fee for each Annual LCO Permit shall be \$500.00 for a single truck, truck-tractor power unit, or piece of special mobile equipment weighing 120,000 pounds or less.
 - E. The fee for each Annual LCO Permit shall be \$1,000.00 for a single truck, truck-tractor power unit, or piece of special mobile equipment weighing more than 120,000 pounds.
- (c) Over-dimension only permits may be applied for and may be granted. The fee shall be \$50 for single trips and \$100 for round trips.
- (d) If a vehicle requires a permit due to excess weight and/or dimensions, the total fee will be based on the highest individual permit fee for either the weight permit or the dimension permit.

SECTION 3: In the event that any provision or provisions, portion or portions, or clause or clauses of this Ordinance shall be declared to be invalid or unenforceable by a Court of competent jurisdiction, such adjudication shall in no way affect or impair the validity or enforceability of any of the remaining provisions, portions, or clauses of this Ordinance that may be given effect without such invalid or unenforceable provision or provisions, portion or portions, or clause or clauses.

SECTION 4: That all ordinances, resolutions, motions, or parts thereof, conflicting with any of the provisions of this Ordinance, are hereby repealed to the extent of the conflict.

SECTION 5: That the City Clerk is hereby directed to publish this Ordinance in pamphlet form.

SECTION 6: That this Ordinance shall be in full force and effect from and after the end of the current fiscal year as provided by law.

[Left Intentionally Blank]

PASSED THIS ____ DAY OF _____, 2024.

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

Christine Vershay-Hall, City Clerk

APPROVED THIS ____ DAY OF _____, 2024.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

RESOLUTION NO. _____

A RESOLUTION APPROVING A SERVICES AGREEMENT BETWEEN THE CITY OF CREST HILL, WILL COUNTY, ILLINOIS, AND OXCART PERMIT SYSTEMS, LLC FOR SERVICES RELATED TO THE ONLINE PERMITTING OF OVERWEIGHT AND OVERSIZE LOADS ON ROADWAYS WITHIN THE CITY OF CREST HILL

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

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

WHEREAS, OXCART PERMIT SYSTEMS, LLC (the "Company"), is an organization which is in the business of development, establishment, set up and maintenance of an internet application which shall include but not be limited to the creation of online local weight and size permit applications and the processing of said permit applications (the "Services"); and

WHEREAS, on December 16, 2024 the City Council has approved AN ORDINANCE AMENDING TITLE 10 (VEHICLES AND TRAFFIC) CHAPTER 10.01 (ARTICLE 10 CREST HILL VEHICLE CODE), DIVISION V (SPECIAL WEIGHT LIMITS), which establishing a system and fee schedule through which applicants may apply for and obtain overweight and/or oversize permits for operation of said overweight or oversize vehicles on City of Crest Hill roadways; and

WHEREAS, the Company's Services are being offered at no cost to the City; and

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

WHEREAS, the Company has submitted to the City a Services Agreement (the "Agreement"), a copy of which is attached hereto as Exhibit A and fully incorporated herein); and

WHEREAS, the City Council has reviewed the Service Agreement and determined that the conditions, terms, and provisions of the Agreement are in general fair, reasonable, and acceptable to the City, subject to final review 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 Company, contingent upon final review and approval by the City Attorney.

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

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

SECTION 2: AGREEMENT APPROVED. The City Council hereby finds and declares that the conditions, terms, and provisions of the Agreement (Exhibit A) are fair, reasonable, and acceptable to the City and that the same is hereby approved in form and substance, subject to final review and approval by the City Attorney. Therefore, the City Council hereby authorizes and directs that following the final review and approval by the City Attorney, the Mayor is authorized to execute and deliver, and the Clerk to attest, the Agreement, and further to take any and all other actions, including without limitation the execution and delivery of any and all documents, necessary and appropriate to effectuate the intent of this Resolution, which is to enter into the Agreement with the Company.

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

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

SECTION 5: EFFECTIVE DATE. This Resolution shall be in full force and effect immediately upon its passage and approval, as provided by law.

[Intentionally Blank]

PASSED THIS 16TH DAY OF DECEMBER 2024.

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

Christine Vershay-Hall, City Clerk

APPROVED THIS 16TH DAY OF DECEMBER 2024.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

EXHIBIT A

Services Agreement

This Services Agreement (this “Agreement”) is made this **DD day of MMMM** by and between Oxcart Permit Systems, LLC, an Illinois limited liability corporation of 440 W Colfax Street Unit 2384, Palatine IL 60078 (“Oxcart”) and the City of Crest Hill (“City”), collectively known as the “Parties.” The term “Customer” shall refer to any third-party requesting permits from the City.

1. Oxcart Services.

Oxcart shall develop, establish, set up and maintain an internet application which shall include but not be limited to the creation of online local permit applications and the processing of said permit applications, for the City for the purposes of accepting local permit applications and payment for such permits as set forth herein, which shall be referred to as the “Service.”

- i. All Services provided by Oxcart shall be conducted and accomplished in a professional and workmanlike manner.
- ii. The Service will be made available per the attached Service Level Agreement (Exhibit 1).
- iii. The Service will allow for the acceptance and processing of permit applications as authorized by the City’s permit policy.
- iv. The Service will be hosted using computer servers contracted by Oxcart, which shall be located within the United States.
- v. Oxcart reserves the right to change computer servers and computer server hosting providers at any time with notice during the term of this Agreement.
- vi. Oxcart reserves the right to update code and/or security measures at any time without notice during this agreement. Oxcart will maintain a Security Incident Response plan which will be made available upon request to the City for review.
- vii. The content of the City web pages within the Service shall be dedicated solely to the City. The content of such pages shall include but not be limited to:
 1. Application fields necessary to receive, pay for and process a permit.
 2. Maintain user information and icons representative of the City.
 3. Automated permits, in which permits do not need to be reviewed by City, and non-automated permits, in which permits must be reviewed by City, as directed by the City.
- viii. The online oversize and overweight vehicle permit application will be based upon and processed according to the requirements of the City’s permit policy.

- ix. The Service shall provide the City and Customers with an unlimited number of free user access accounts with which to apply and pay for the issuance of permits and related document submissions.
- x. Oxcart shall process all permit applications (both automated and non-automated). Upon receipt of an automated permit application, Oxcart shall within the time limit set forth in Exhibit 1, contact the Applicant with information regarding the approval, denial or approval with pre-programmed conditions of the permit, and, upon approval, collect payment for City permit fees and any other applicable fees, and issue the permit. Upon receipt of a non-automated permit application, Oxcart shall within the time limit set forth in Exhibit 1, provide the City with all information necessary for the City to review, approve or deny, or establish conditions under which the permit will be granted. Upon the City's review of a non-automated permit application, Oxcart shall contact the Applicant with information regarding the approval, denial, or approval with conditions of the permit, and, upon approval, collect payment for City permit fees and any other applicable fees, and issue the permit.
- xi. All payments shall be accepted utilizing an integrated payment processor to accept online payments for the City. In addition to the City permit fee, for each transaction, the payment processor will assess the Customer with a fee calculated on the sum of the total of the maximum City permit fee and the Oxcart Service Fee, plus an additional service fee for each transaction. Payment in full of the City permit fee, the credit card payment processor fee, the transaction fee and the Oxcart Service Fee will be required in order for the Customer to access the approved permit.
 - 1. Oxcart does not determine the payment processor fees nor transaction fees, which are subject to change at any time without notice. At the time of this Agreement the payment processor fee is 2.9% of the calculated sum of the total of the maximum City permit fee and the Oxcart Service Fee, plus a \$.30 per transaction fee. Oxcart shall promptly notify the City of changes to these rates as soon as Oxcart becomes aware of the rate change.
 - 2. Upon change of payment processor fees, Oxcart shall update the City web application to reflect the new rates and notify the City of the change.
 - 3. Oxcart reserves the right to change or add payment processors at any time with notice to the City.
 - 4. In the event a Customer disputes a transaction with their bank, Oxcart will provide notice to the City and shall withhold the permit fees from the City until such time the dispute has been resolved.

- xii. City permit fees shall be collected by Oxcart in accordance with the provisions of the City's permit policy.
- xiii. On or before the tenth business day of each month, Oxcart shall transfer to the City through ACH direct deposit or bill payment system through the United States Postal Service all City permit fees for all approved permits for the preceding calendar month. All City permit fees shall be paid in full, less any amounts in dispute, by Oxcart each month to the City. In addition, by the tenth business day of each month, Oxcart shall transmit by email a report providing the name, address, date of payment, date of permit issuance and City permit fee collected for each permit approved and issued. Such report shall be sent as provided in Section 8.
- xiv. Oxcart will not disseminate any phone numbers, email addresses or other personal information of Customers other than what is displayed on an approved permit.
- xv. Oxcart shall maintain permit data for online access by the City for a minimum of ninety (90) calendar days and allow the City to download City permit data during this time. Oxcart shall maintain the City's permit data for a period of seven (7) years.
- xvi. Oxcart shall maintain complete and accurate books, records and accounts showing the permits issued and its billings for the City permit fees and the permit services provided to the City and the amount collected for City permit fees. Such books and records shall be made available for examination and audit by the City at any time during business hours upon 30 days written request.
- xvii. Notwithstanding anything to the contrary in the foregoing, Oxcart is free to upgrade and modify its network, application, and backup infrastructure pursuant to a Systems Maintenance policy which will be available to the City upon request for review.
- xviii. Oxcart may choose to add standard features and upgrades to the application at no additional charge to the City or Customer. Oxcart reserves the right to add proprietary premium features for Customers at an additional cost to the Customer.
- xix. Oxcart is free to market the Service to other organizations, units of government and customers without exception or exclusion except at the sole discretion of Oxcart.
- xx. Oxcart is free to use any non-proprietary data at its discretion.

2. License

- i. Subject to the terms of this agreement, Oxcart grants the City a limited, nonexclusive and nontransferable license to access and use the Application

on computers or devices owned or otherwise controlled by the City strictly in accordance with the application's documentation.

ii. License Restrictions. Licensee shall not:

1. Copy the application, except as expressly permitted by this license;
2. Modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the application;
3. Reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the application or any part thereof;
4. Remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the application, including any copy thereof; or,
5. Rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the application or any features or functionality of the application, to any third party for any reason.

3. Reservation of Rights. The City acknowledges and agrees that the application is provided under license on a subscription basis, and not sold, to the City. The City does not acquire any ownership interest in the application under this Agreement, or any other rights thereto other than to use the application in accordance with the license granted, and subject to all terms, conditions and restrictions, under this Agreement. Oxcart reserves and shall retain its entire right, title and interest in and to the application, including all copyrights, trademarks and other intellectual property rights therein or relating thereto, except as expressly granted to the City in this Agreement.

4. Oxcart Representations and Warranties. Oxcart represents and warrants to the City that:

- i. It holds all necessary third-party government rights, including without limitation all intellectual property rights to any and all applications needed to provide the Service;
- ii. It maintains commercially reasonable electronic security to protect Customer information from third party intrusion;
- iii. It has full power and authority to enter into and fulfill the terms of this Agreement and it has not entered and will not enter into any agreements or activates that will or might interfere or conflict with the terms hereof;
- iv. In performing its obligations hereunder, it shall comply with all applicable laws, rules and regulations of any federal or state regulatory body that has jurisdiction over its activities hereunder.

5. City Representations and Warranties. The City represents and warrants to Oxcart that:

- i. It shall encourage all Customers to apply for oversize and overweight vehicle permits using the City web page developed by Oxcart. However, the City is free to maintain an internal system of issuing oversize and overweight permits as it deems necessary.
- ii. It will immediately inform Oxcart of any technological difficulties with the Service;
- iii. It will take all reasonable steps to approve non-automated permits for the Customer within twenty-four (24) hours, on normal business days, of receipt of the permit application from Oxcart except in cases of permits with extenuating circumstances such as extremely large or heavy vehicles which require route studies, surveys, site visits or special engineering;
- iv. It shall provide Oxcart with all pertinent information and policies necessary to adequately configure and maintain the Service as requested by Oxcart. It shall be the responsibility of the City to update Oxcart with any changes or modifications to the permit requirements or permit structure. Any errors or omissions of information which may result in an applicant violating the conditions of the permit or federal, state or local laws are the responsibility of the City;
- v. It shall provide Oxcart with the names, email addresses and phone numbers of any City personnel who will be administratively accessing the application on behalf of the City;
- vi. It has full power and authority to enter into and fulfill the terms of this Agreement and it has not entered and will not enter into any agreements or activities that will or might interfere or conflict with the terms hereof.

6. Payment and Fees for Service.

- i. As full and complete compensation for the Service to be provided hereunder, Oxcart shall assess a Service Fee to the Customer, in addition to the payment processing fees, as provided in Section 1(xi).
- ii. Upon the effective date of this Agreement, such Service Fee shall be assessed based upon the cost of the assessed City fee for and as provided in the following Schedule:

Assessed City Fees	Oxcart Service Fee
\$0.00 - \$59.99	\$6.00 flat fee
\$60.00 - \$99.99	10% + \$1.00
\$100.00 - \$199.99	\$13.50 flat fee
\$200.00 or more	\$16.00 flat fee

From time to time, Oxcart may modify the Service Fee based on market conditions. Oxcart will provide 60 days notice to the City of any changes.

- iii. All payments are final and Oxcart will not refund the Customer any monies collected through the payment processor unless the payment was made in error or without authorization, the permit was issued in error or an error occurred which was directly attributable to Oxcart or the payment processor, or the City requests a refund be processed through the processor for an approved permit to which the processor fee assessed to Oxcart will be deducted from the monthly payment to the City. Oxcart may elect to refund monies via check or ACH at its sole discretion, and the City reserves the right to internally issue City permit fee refunds to Customers through their finance department or through the Service.
- iv. Oxcart will not store Customer financial information.

7. Indemnification, Warranties and Remedies.

- i. **Indemnification by Oxcart.** Subject to the limitations described in this Section 5 and elsewhere in this Agreement, Oxcart shall indemnify the City, its directors, officers, agents, and employees and shall hold it and them harmless from and against any claims, demands, losses, liabilities, actions, suits, damages, judgments, costs, charges, expenses, attorney fees incurred, made or suffered by any third party arising out of 1) any breach by Oxcart of this Agreement or 2) any negligence, omission or fraudulent or intentional acts of Oxcart or its officers, directors, agents or employees, including, without limitation, to claims related to breach of security or identity theft and claims of infringement of trademarks or copyrights, licenses or any other claims relating to intellectual property subject to the Agreement, or 3) any act or omission by Oxcart or any officer, director, agent or employee of Oxcart, in violation of any state, federal or local law or regulation.
- ii. **Indemnification by City.** Subject to the limitations described in this Section 5 and elsewhere in this Agreement, the City shall indemnify Oxcart, its directors, officers, employees and agents and shall hold it and them harmless from and against any claims, demands, losses, liabilities, actions, suits, damages, judgments, costs, charges, expenses, attorney fees incurred, made or suffered by any third party resulting from any breach by the City of this Agreement or any negligence or intentional acts of the City or its employees, or 3) any act or omission by the City or any officer, director, agent or employee of the City, in violation of any state, federal or local law or regulation.

- iii. **Indemnification Procedure.** Promptly after receipt by a party of notice of any claim (other than insurance claims arising in the ordinary course of business) or the commencement of any action arising from an occurrence for which a party (the “indemnitor”) has agreed to indemnify the other party (the “indemnitee”), the party receiving such notice shall promptly notify the other in writing. The indemnitor may assume the defense thereof with counsel reasonably satisfactory to the indemnitee and the indemnitee shall cooperate in the defense and prosecution thereof and shall further provide such records, information and testimony and attend all such conferences, discovery, pre-hearings, hearings, trials and appears as may be necessary, all reasonable costs and expenses thereof to be paid for the account of the indemnitee and to be payable to the indemnitee upon demand. The indemnitor shall have the right, in its sole discretion, to settle any monetary claim to which this paragraph applies at indemnitor’s sole cost and expense.
- iv. **Internet Delays.** The Service may be subject to limitations, delays and other problems inherent in the use of the internet and electronic communications. Neither Party is responsible for any delays, delivery failures other damages resulting from such problems.
- i. **Limitation of liability.** The application is provided to licensee “as is” and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, Oxcart, on its own behalf and on behalf of its affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the application, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. without limitation to the foregoing, company provides no warranty or undertaking, and makes no representation of any kind that the application will meet your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected. Some jurisdictions do not allow the exclusion of or limitations on implied warranties or the limitations on the applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to the City.

To the fullest extent permitted by applicable law, in no event will Oxcart or its affiliates, or any of its or their respective licensors or service providers, have any liability arising from or related to the City’s use of or inability to use the application or the content and services for:

1. Personal injury, property damage, lost profits, cost of substitute goods or services, loss of data, loss of goodwill, business interruption, computer failure or malfunction or any other consequential, incidental, indirect, exemplary, special or punitive damages.
2. Direct damages in amounts that in the aggregate exceed the amount actually paid by the City for the application.

The foregoing limitations will apply whether such damages arise out of breach of contract, tort (including negligence) or otherwise and regardless of whether such damages were foreseeable or company was advised of the possibility of such damages. Some jurisdictions do not allow certain limitations of liability so some or all of the above limitations of liability may not apply to the City.

- 8. Confidentiality.** Oxcart and the City shall hold in confidence and not disclose (except on a confidential basis to its employees who need to know and who are bound in writing to preserve the confidentiality thereof) all Proprietary Information received from the other party and shall not use any such Proprietary Information except for the purposes contemplated by this Agreement. Either party shall promptly report to the other any unauthorized disclosure of use of any Proprietary Information of the other party of which it becomes aware and shall take such further steps as may reasonably be requested by the other party to prevent unauthorized use thereof.

As used in this Agreement, "Proprietary Information" shall mean with respect to the City all confidential and proprietary information, including but without limitation, all customer, contact, payment data, and files covered by this Agreement. In addition, Proprietary Information shall include all data and other information or material, owned, possessed or used by either Oxcart or the City which is at any time so designated by such party in writing, whether by letter or by the use of a proprietary stamp or legend, prior to the time any such Proprietary Information is disclosed to the other party. In addition, information which is orally disclosed to the other party shall constitute Proprietary Information if identified as such at such time and if within ten (10) days after such disclosure the disclosing party delivers to the receiving party a written document describing such Proprietary Information and referencing the place and date of such oral disclosure and the name of the employees of the party to whom such disclosure was made. "Proprietary Information" does not include information already known to the public or information subject to disclosure under the Illinois Freedom of Information Act.

Notwithstanding the foregoing, this confidentiality obligation shall not apply to information if Oxcart or the City receives a validly issued administrative or judicial

order, warrant or other process requiring disclosure of Proprietary Information or if Oxcart or the City is otherwise required to disclose Proprietary Information in order to comply with any law.

The City acknowledges that when their employees or customers access or use the application, Oxcart may use automatic means (including, for example, cookies and web beacons) to collect information about the City's or the City's customer's devices and about use of the application. The City or their customers also may be required to provide certain information about themselves as a condition for accessing or using the application or certain features or functionality. All information Oxcart collects through or in connection with this application is subject to the Oxcart Privacy Policy. By accessing or using and providing information to or through this application, the City consents to all actions taken by Oxcart with respect to its information in compliance with the Privacy Policy.

If the City provides Oxcart with information relating to personal contact information (the "Data") of third parties (e.g. email, mail, telephone, fax), such information shall be provided by the City free of any charge or fee. The City warrants that: (i) they make no claim of copyright or other intellectual property rights in the data; (ii) they have all necessary rights to provide the data to Oxcart and warrant that the data was not collected, generated, compiled, obtained and/or being supplied to Oxcart in any manner that would subject Oxcart to legal or regulatory liability for the use as contemplated herein; (iii) none of the individuals included in the data have "opted out" of receiving future messages from the City; (iv) the City providing the data to Oxcart does not infringe upon any rights of any third party; (v) there are no material suits, claims, charges or proceedings currently pending or threatened against the City relating to the data.

The parties acknowledge that the breach or threatened breach of this Section 6 would cause irreparable harm to the non-breaching party, the extent of which would be difficult to ascertain. Accordingly, each party agrees that, in addition to any other remedies to which a party may be legally entitled, a party may seek immediate injunctive relief in the event of a breach or threatened breach of such paragraph by the other party or any of the other party's employees.

- 9. Employee Background Checks.** Oxcart shall not allow any of its employees or subcontractor personnel to access customer data except to the extent that such individual has received a clean report with regard to each of the following:

- (i) verifications of education and work history;
- (ii) a 7-year all residence criminal offender record information check; and

(iii) a 7-year federal criminal offender record information check. (A clean report refers to a report with no discrepancies in education or work history and has not been convicted of or entered into a court-supervised diversion program related to felonies or to crimes involving identity theft, misuse of sensitive information, fraud, embezzlement, larceny, perjury, terrorism, or any other breach of trust or fiduciary duty crime.)

However, the requirements of this section shall not apply to the extent forbidden by applicable law.

10. Termination.

- i. This Agreement may be terminated without penalty by either party for any reason upon sixty (60) days' notice to the other party.
- ii. Upon the date of termination, any unapproved permit application which has been submitted to the City through Oxcart will be forwarded to the City, and Oxcart shall pay to the City all City permit fees due and owing to the City pursuant to the terms of this Agreement. Oxcart will download and transmit all previous permit data belonging to the City.

11. Notices. Any notices or demands which may be or are required to be given by either party shall be in writing and all notices required to be given or made hereunder shall be given or made either: (a) email at the following email addresses; (b) by hand delivery; (c) by United States certified mail, postage prepaid; or (d) if sent by nationally recognized overnight carrier, addressed to Oxcart or the City, respectively, at the following addresses, or at such other place as Oxcart or the City may from time to time designate in writing:

- (CITY REPRESENTATIVE) NAME, TITLE, DEPARTMENT, STREET ADDRESS, COUNTY, MI ZIP CODE.
- Bryce Baker, COO/Member, Oxcart Permit Systems; 440 W Colfax Street Unit 2384, Palatine IL 60078, bbaker@oxcartpermits.com, or David Wordhouse, CISO/Member, Oxcart Permit Systems; 440 W Colfax Street Unit 2384, Palatine IL 60078, dwordhouse@oxcartpermits.com

12. Disclosure. Oxcart and the City may notify existing and prospective customers that the City online permit application system is provided by Oxcart.

13. Future Modifications. Based on the anticipated ongoing development of the relationship of the parties it is anticipated that it may be necessary to amend this Agreement to conform to developments. Each of the parties agree to cooperate

with the other in every reasonable way in negotiating a mutually agreeable amendment of this Agreement should an amendment be necessary or advisable.

14. Nonassignment. Neither party may assign its interest in this Agreement without the prior written consent of the other party.

15. Independent Contractors. Oxcart is and shall be considered an independent contractor and neither Oxcart nor its officers, directors, agents or employees shall be deemed to be an agent, employee or joint venture partner of the other, nor shall this Agreement be interpreted as creating a partnership or joint venture. Oxcart shall be solely responsible for the payment of salary, payroll taxes and worker's compensation insurance for its employees.

16. Survival. Notwithstanding anything in this Agreement to the contrary, the representations and indemnification obligations of the parties, the disclaimer of warranties, return and erasure of City permit data and Proprietary Information, the limitation of liabilities, the independent contractor status and the governing law and venue provisions and this survival section shall survive any termination of this Agreement and remain binding upon the parties.

17. Governing Law. This Agreement is to be governed by and construed under the laws of the State of Illinois, excluding conflicts of law provisions. The Circuit Court of Will County, Illinois shall have exclusive jurisdiction of any disputes arising out of this Agreement.

18. No Waiver. No delay in acting with regard to any breach of any provision of this Agreement shall be construed as a waiver of such breach.

19. Entire Agreement. Once signed by both Oxcart and the City, the Agreement controls over any other prior agreement, written or verbal.

20. Freedom of Information Act. Oxcart understands and agrees that the Village, as a public body, is subject to and obligated to comply with the Freedom of Information Act, 5 ILCS 104/1 *et seq.*, (FOIA) and certain information with respect to the Service provided hereunder may be subject to disclosure in whole or in part under FOIA. Oxcart acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the undersign's possession and provide the requested public records to the Village within two (2) business days of the request being made by the Village. Oxcart agrees to indemnify and hold harmless the Village from all

claims, costs, penalty, losses and injuries (including but not limited to, attorneys' fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or related to its failure to provide the public records to the Village under this Contract.

21. Miscellaneous. This Agreement contains the entire agreement between the parties; cannot be modified except in writing and signed by the parties; shall be binding on the parties and their legal representatives, successors and assigns. If any provision of this Agreement is held to be invalid, then the remaining provisions shall remain in full force and effect. This Agreement may be executed in counterparts in the same form and such parts so executed shall together form one original document and be read and construed as if one copy of the Agreement had been executed.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

OX CART PERMIT SYSTEMS, LLC

THE CITY OF CREST HILL

BY: BRYCE BAKER

BY:

TITLE: COO/MEMBER

TITLE:

DATE:

DATE:

DRAFT

EXHIBIT 1

Service Level Agreement

Oxcart will use commercially reasonable efforts to make the Service available 24 hours a day, 7 days a week. Down time is defined as the period of time over which the City and/or Customers is unable to access the Service due to a failure of Oxcart's application.

Scheduled maintenance will be performed from time to time as determined by written and available Oxcart policy which may result in the Application being inaccessible to the City and/or Customers. Such scheduled maintenance activities are not considered down time. Care will be taken to minimize impact to the Service during normal business hours, considered as Monday through Friday 7:00 AM to 6:00 PM Central Standard Time.

Information regarding the approval, denial, or approval with pre-programmed conditions of a new automated permit application will be sent by Oxcart to the Customer via email within one (1) hour of submittal of the Application. Non-automated permit applications will be sent by Oxcart to the City for review by the City via email within four (4) hours of submission by the Customer within the Application. Upon the City providing Oxcart information regarding the approval, denial, or approval with conditions of the non-automated permit, Oxcart will provide said information to the Customer via email within four (4) hours.

The following items or situations are exempt from the availability service level commitment:

- Down time resulting from issues with the City's and/or Customer's networks, hardware, or software.
- All internet connectivity and infrastructure issues/failures not attributable to Oxcart's facilities or equipment.
- All internet connectivity and infrastructure issues/failures of internet service providers.
- Service or availability issues related to malicious behavior by the City or any of its employees, agents or Customers.
- Attacks by third parties (hacks, viruses, etc.) provided that Oxcart has made commercially reasonable efforts to defend against such attacks.
- Events of force majeure, including acts of war, earthquake, flood, acts of God, etc.



City Council Agenda Memo

Crest Hill, IL

Meeting Date:	December 16, 2024
Submitter:	Glen Conklin, City Treasurer Tony Graff, Interim City Administrator
Department:	Human Resources
Agenda Item:	A Resolution Approving Renewal for the Independent Contractor Agreement – HR Dave Strahl

Summary: The current Independent Contractor Agreement for Dave Strahl to perform Human Resource services began on January 8, 2024, and expires on January 8, 2025. This is a request to consider renewing the agreement for one year beginning on January 8, 2025, and ending on January 8, 2026. All other terms and conditions remain the same including the base compensation of \$98.00 only for hours worked. Resolution and Contractor Agreement prepared by Attorney Stiff.

Recommended Council Action: Approval of the Resolution Approving the Independent Contractor Agreement as presented.

Financial Impact:

Funding Source: None.

Budgeted Amount: N/A

Cost: N/A

Attachments: Resolution Approving an Independent Contractor Agreement

Independent Contractor Agreement with Dave Strahl

RESOLUTION NO. 1199

**A RESOLUTION APPROVING AN INDEPENDENT CONTRACTOR AGREEMENT
BY AND BETWEEN THE CITY OF CREST HILL, WILL COUNTY, ILLINOIS, AND
DAVE STRAHL**

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

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

WHEREAS, DAVE STRAHL (the "Contractor"), is an individual who is qualified to render Human Resources and other management consulting services (the "Services"); and

WHEREAS, Contractor was previously leased to the City of Crest Hill through a contract with GovTemps, which contract has been terminated; and

WHEREAS, the City Council desires to engage the Contractor 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 Agreement (the "Agreement") with the Contractor for the purposes of engaging the Contractor to perform the Services (a copy of the Agreement is attached hereto as Exhibit A and fully incorporated herein); and

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

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

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

SECTION 2: AGREEMENT APPROVED. The City Council hereby finds and declares that the conditions, terms, and provisions of the Agreement (Exhibit A) are fair, reasonable, and acceptable to the City and that the same is hereby approved in form and substance, 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 Contractor.

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 2ND DAY OF JANUARY, 2024.

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


Christine Vershay-Hall, City Clerk

APPROVED THIS 2ND DAY OF JANUARY, 2024.


Raymond R. Soliman, Mayor

ATTEST:


Christine Vershay-Hall, City Clerk

EXHIBIT A

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (this "Agreement") is made by and between the **City of Crest Hill**, an Illinois municipal corporation formed under and by virtue of the constitution and laws of the state of Illinois with a primary business address of 20600 City Center Boulevard, Crest Hill, Illinois 60403 (the "City") and **Dave Strahl, of Darien, Illinois** ("the Contractor"). The City and the Contractor may be individually identified as a "Party" or collectively as the "Parties" where appropriate. The City and the Contractor hereby agree as follows:

SECTION 1 SCOPE OF AGREEMENT

Section 1.01. Work to be Performed by Contractor. The City agrees to contract with Contractor for the purpose of providing Human Resources Consultation duties as Interim Human Resources Manager as needed and requested by the City, along with requested assistance to the Finance Department of the City (the "Services"). The attached Exhibit A identifies the general description of the Services and the base compensation to be paid to Contractor by the City. The City and Contractor acknowledge that the Contractor 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. The maximum number of hours that the Contractor shall perform for the City shall be forty (40) hours per week, unless otherwise authorized by the Mayor and City Council.

Section 1.02. Independent Contractor. The Contractor is not an employee, agent, partner of, or joint venturer with, the City. Further, the Parties agree that the Contractor is and shall remain an independent contractor and self-employed individual. The Contractor 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 CONTRACTOR AND CITY

Section 2.01. Payment of Compensation. The Contractor will be paid the Base Compensation (Fees) and will be provided a 1099 Form by the City for all such fees paid. Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor, but only to the extent necessary to allow for the smooth and uninterrupted conduct of City business.

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

- a) The City will provide the Contractor 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 Contractor and the Contractor's workplace; and
- b) The City retains the right to exert sufficient direction and control over the Contractor 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 Contractor regarding any concern or complaint regarding 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 Contractor.
- e) If Contractor is injured while performing the services to the City, the City and the Contractor will follow all federal and/or state mandated procedures and practices regarding injury claims and reporting.

Section 2.06. Obligations of the Contractor. Pursuant to this Agreement the Contractor covenants, agrees and acknowledges:

- a) The Contractor 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 ("FMLA"); 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 THE CONTRACTOR

Section 3.01. Fees. The City's sole financial obligation to Contractor for the services provided under this Agreement is as follows: The City will pay the Contractor an amount equal to the base compensation for hours actually worked by Contractor, 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 Contractor 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 Contractor in the applicable two-week period. 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 Contractor 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 Contractor 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.

The City hereby agrees to accept and pay for properly invoiced work previously authorized under the prior Lease Agreement with GovTemps which is approved prior to the effective date of this Contract for purposes of continuity.

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, \$3,000,000 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 SIR'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 Contractor's General and Professional Liability Insurance. The Contractor 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, \$3,000,000 aggregate per annum. At a minimum, the Contractor's Policies must insure against bodily injury and property damage liability caused by the Contractor's business operations; the Contractor's completed operations; the Contractor's products or professional services; and/or any actions or omissions of the Contractor. The Contractor's Policies must provide non-owned automobile coverage. The Contractor will add the City as an additional insured on all Contractor's 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 Contractor 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 Contractor and the City against liability for any bodily injury, death, and property damage as may be occasioned thereby.

SECTION 5 DURATION AND TERMINATION OF AGREEMENT

Section 5.01. Term and Effective Date. The Effective Date of this Agreement is the date that this Agreement is last signed by the City on the signature page (the "Effective Date") and the period during which the Contractor 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 (1) year, or until it is terminated in accordance with the remaining provisions of this Section 5. For the purposes of this Agreement, the date on which this Agreement expires and/or is terminated is the ("Termination Date").

Section 5.02. Termination of Agreement for Failure to Pay Fees. If the City fails to timely pay the fees required under this Agreement, the Contractor 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 Contractor 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 Contractor. For the purposes of this Section 5.04, "cause" shall include, but not be limited to:

- a) Contractor's personal dishonesty; and
- b) Contractor's willful misconduct; and
- c) Contractor's intentional failure to perform stated duties; and
- d) The Contractor'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 Contractor'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 by the City based on the Hiring of a Full-Time Human Resources Manager or Director.

The City may terminate this Agreement on fourteen (14) days written notice if the City hires a Full-Time Human Resources Manager or Director.

Section 5.06. 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 Contractor 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.

SECTION 6 DISCLOSURE AND INDEMNIFICATION PROVISIONS

Section 6.01. Indemnification by the Contractor. To the extent permitted by law, the Contractor 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 Contractor's breach of its obligations under this Agreement, (b) related to the actions or conduct of the Contractor or the Services provided during the term of this Agreement, (c) arising from any act or omission on the part of the Contractor, including but not limited to any tax liability that the City may incur as of the result of Contractor's failure to pay taxes as required in Section 2.01. This indemnity provision shall survive and be enforceable beyond and after the termination of the Agreement.

Section 6.02. Survival of Indemnification Provisions. The provisions of Section 6 survive 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 Contractor and the services to be rendered by Contractor 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 performances 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 ILCS 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 Contractor acknowledges and understands that the City is a municipal corporation that is a "Public Body" subject to the requirements of FOIA. The Contractor 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 Contractor of said request as soon as practicable. Upon receipt of such notice, the Contractor 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 Contractor'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 Contractor agrees to the City's disclosure of records, or if the Contractor fails to respond to the City in a reasonably timely manner prior to the City's deadline to respond to the FOIA request, the Contractor 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 Contractor as a result of such disclosure. In the event that the Contractor demands, in writing, that the City redact or withhold any record(s), the Contractor 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 Contractor. Further, in the event that the City redacts or withholds any record after a written demand made by the Contractor 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 Contractor 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 7.13. 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 rights 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 limited to by filing any motion *forum non conveniens*. 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. 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 7.15. Force Majeure. The Contractor 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 Contractor.

Section 7.16. Non-Disparagement. The Contractor 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 7.16 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 Contractor shall promptly provide written notice of any such order to the City. The provisions of this Section 7.16 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 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 Contractor: 1509 Old Oak Place, Darien, IL 60561

Attn: Dave Strahl
Email: davestrah1731@gmail.com

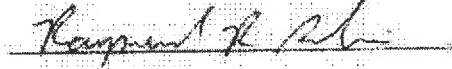
If to the City: Mayor Raymond Soliman
CITY OF CREST HILL
20600 City Center Boulevard
Crest Hill, Illinois 60915
Email: RSoliman@cityofcresthill.com

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

DAVE STRAHL



THE CITY OF CREST HILL



By: RAYMOND SOLIMAN

Its: MAYOR

Date: 1-8-24

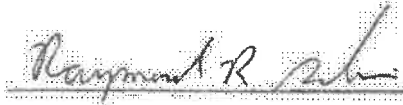
EXHIBIT A**CONTRACTOR BASE COMPENSATION**

CONTRACTOR: Dave Strahl
POSITION/ASSIGNMENT: HR Consultant
POSITION TERM: From January 8, 2024 to January 8, 2025
BASE COMPENSATION: \$98.00/hour only for hours actually worked. Maximum number of hours per week shall be forty (40) unless otherwise authorized by the Mayor and City Council.

DAVE STRAHL

Date: 1-8-2024

THE CITY OF CREST HILL

By: RAYMOND SOLIMANIts: MAYORDate: 1-8-24

RESOLUTION NO. _____**A RESOLUTION APPROVING AN INDEPENDENT CONTRACTOR AGREEMENT
BY AND BETWEEN THE CITY OF CREST HILL, WILL COUNTY, ILLINOIS, AND
DAVE STRAHL**

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

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

WHEREAS, DAVE STRAHL (the "Contractor"), is an individual who is qualified to render Human Resources and other management consulting services (the "Services"); and

WHEREAS, Contractor was previously leased to the City of Crest Hill through a contract with GovTemps, which contract has been terminated; and

WHEREAS, on January 2, 2024, the City Council, by Resolution No. 1199, approved an Independent Contractor Agreement (the "Current Agreement") with the Contractor for the purposes of engaging the Contractor to perform the Services; and

WHEREAS, the Current Agreement, approved on January 2, 2024, was for a one-year term if not terminated pursuant to its terms before the expiration of the one-year term; and

WHEREAS, the Current Agreement will terminate on January 8, 2025; and

WHEREAS, the City Council desires to engage the Contractor to provide the Services for another one-year term upon the same terms and conditions as the current Agreement and the Contractor is ready, willing, and able to perform the Services for the City for another one-year term upon the same terms and conditions as the current Agreement; and

WHEREAS, a new one-year Independent Contractor Agreement (the "New Agreement") between the City and Contractor for the purpose of engaging the Contractor to continue to perform the Services upon the same terms and conditions for another one-year period if not terminated before that time pursuant to the terms of the New Agreement is attached hereto as Exhibit A and fully incorporated herein); and

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

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

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

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

SECTION 2: NEW AGREEMENT APPROVED. The City Council hereby finds and declares that the conditions, terms, and provisions of the New Agreement (Exhibit A) are fair, reasonable, and acceptable to the City and that the same is hereby approved in form and substance. Therefore, the City Council hereby authorizes and directs the Mayor to execute and deliver, and the Clerk to attest, the New 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 Contractor.

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 16TH DAY OF DECEMBER, 2024.

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

Christine Vershay-Hall, City Clerk

APPROVED THIS 16TH DAY OF DECEMBER, 2024.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

EXHIBIT A

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (this "Agreement") is made by and between the **City of Crest Hill**, an Illinois municipal corporation formed under and by virtue of the constitution and laws of the state of Illinois with a primary business address of 20600 City Center Boulevard, Crest Hill, Illinois 60403 (the "City") and **Dave Strahl, of Darien, Illinois** ("the Contractor"). The City and the Contractor may be individually identified as a "Party" or collectively as the "Parties" where appropriate. The City and the Contractor hereby agree as follows:

SECTION 1 SCOPE OF AGREEMENT

Section 1.01. Work to be Performed by Contractor. The City agrees to contract with Contractor for the purpose of providing Human Resources Consultation duties as Interim Human Resources Manager as needed and requested by the City, along with requested assistance to the Finance Department of the City (the "Services"). The attached Exhibit A identifies the general description of the Services and the base compensation to be paid to Contractor by the City. The City and Contractor acknowledge that the Contractor 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. The maximum number of hours that the Contractor shall perform for the City shall be forty (40) hours per week, unless otherwise authorized by the Mayor and City Council.

Section 1.02. Independent Contractor. The Contractor is not an employee, agent, partner of, or joint venturer with, the City. Further, the Parties agree that the Contractor is and shall remain an independent contractor and self-employed individual. The Contractor 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 CONTRACTOR AND CITY

Section 2.01. Payment of Compensation. The Contractor will be paid the Base Compensation (Fees) and will be provided a 1099 Form by the City for all such fees paid. Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor, but only to the extent necessary to allow for the smooth and uninterrupted conduct of City business.

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

- a) The City will provide the Contractor 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 Contractor and the Contractor’s workplace; and
- b) The City retains the right to exert sufficient direction and control over the Contractor 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 Contractor regarding any concern or complaint regarding 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 Contractor.
- e) If Contractor is injured while performing the services to the City, the City and the Contractor will follow all federal and/or state mandated procedures and practices regarding injury claims and reporting.

Section 2.06. Obligations of the Contractor. Pursuant to this Agreement the Contractor covenants, agrees and acknowledges:

- a) The Contractor 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 (“FMLA”); 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 THE CONTRACTOR

Section 3.01. Fees. The City’s sole financial obligation to Contractor for the services provided under this Agreement is as follows: The City will pay the Contractor an amount equal to the base compensation for hours actually worked by Contractor, 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 Contractor 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 Contractor in the applicable two-week period. 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 Contractor 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 Contractor 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.

The City hereby agrees to accept and pay for properly invoiced work previously authorized under the prior Lease Agreement with GovTemps which is approved prior to the effective date of this Contract for purposes of continuity.

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, \$3,000,000 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 SIR'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 Contractor's General and Professional Liability Insurance. The Contractor 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, \$3,000,000 aggregate per annum. At a minimum, the Contractor's Policies must insure against bodily injury and property damage liability caused by the Contractor's business operations; the Contractor's completed operations; the Contractor's products or professional services; and/or any actions or omissions of the Contractor. The Contractor's Policies must provide non-owned automobile coverage. The Contractor will add the City as an additional insured on all Contractor's 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 Contractor 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 Contractor and the City against liability for any bodily injury, death, and property damage as may be occasioned thereby.

SECTION 5 DURATION AND TERMINATION OF AGREEMENT

Section 5.01. Term and Effective Date. The Effective Date of this Agreement is January 8, 2025, provided that it is executed by Contractor before that date and the City Council has approved the Agreement and authorized the Mayor to execute it (the “Effective Date”), and the Mayor has executed it prior to that date. The period during which the Contractor 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 (1) year, or until it is terminated in accordance with the remaining provisions of this Section 5. For the purposes of this Agreement, the date on which this Agreement expires and/or is terminated is the (“Termination Date”).

Section 5.02. Termination of Agreement for Failure to Pay Fees. If the City fails to timely pay the fees required under this Agreement, the Contractor 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 Contractor 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 Contractor. For the purposes of this Section 5.04, “cause” shall include, but not be limited to:

- a) Contractor’s personal dishonesty; and
- b) Contractor’s willful misconduct; and
- c) Contractor’s intentional failure to perform stated duties; and
- d) The Contractor’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 Contractor’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 by the City based on the Hiring of a Full-Time Human Resources Manager or Director.

The City may terminate this Agreement on fourteen (14) days written notice if the City hires a Full-Time Human Resources Manager or Director.

Section 5.06. 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 Contractor 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.

SECTION 6 DISCLOSURE AND INDEMNIFICATION PROVISIONS

Section 6.01. Indemnification by the Contractor. To the extent permitted by law, the Contractor 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 Contractor’s breach of its obligations under this Agreement, (b) related to the actions or conduct of the Contractor or the Services provided during the term of this Agreement, (c) arising from any act or omission on the part of the Contractor, including but not limited to any tax liability that the City may incur as of the result of Contractor’s failure to pay taxes as required in Section 2.01. This indemnity provision shall survive and be enforceable beyond and after the termination of the Agreement.

Section 6.02. Survival of Indemnification Provisions. The provisions of Section 6 survive 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 Contractor and the services to be rendered by Contractor 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 performances 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 ILCS 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 Contractor acknowledges and understands that the City is a municipal corporation that is a "Public Body" subject to the requirements of FOIA. The Contractor 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 Contractor of said request as soon as practicable. Upon receipt of such notice, the Contractor 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 Contractor'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 Contractor agrees to the City's disclosure of records, or if the Contractor fails to respond to the City in a reasonably timely manner prior to the City's deadline to respond to the FOIA request, the Contractor 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 Contractor as a result of such disclosure. In the event that the Contractor demands, in writing, that the City redact or withhold any record(s), the Contractor 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 Contractor. Further, in the event that the City redacts or withholds any record after a written demand made by the Contractor 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 Contractor 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 7.13. 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 rights 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 limited to by filing any motion forum *non conveniens*. 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. 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 7.15. Force Majeure. The Contractor 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 Contractor.

Section 7.16. Non-Disparagement. The Contractor 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 7.16 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 Contractor shall promptly provide written notice of any such order to the City. The provisions of this Section 7.16 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 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 Contractor: 1509 Old Oak Place, Darien, IL 60561

Attn: Dave Strahl
Email: davestrah1731@gmail.com

If to the City: Mayor Raymond Soliman
CITY OF CREST HILL
20600 City Center Boulevard
Crest Hill, Illinois 60915
Email: RSoliman@cityofcresthill.com

IN WITNESS WHEREOF, the Parties executed this Agreement on the dates listed below with the intention that the Agreement become effective on January 8, 2025.

DAVE STRAHL

Date: _____

THE CITY OF CREST HILL

By: RAYMOND SOLIMAN

Its: MAYOR

Date: _____

EXHIBIT A

CONTRACTOR BASE COMPENSATION

CONTRACTOR: Dave Strahl

POSITION/ASSIGNMENT: HR Consultant

POSITION TERM: From January 8, 2025 to January 8, 2026

BASE COMPENSATION: \$98.00/hour only for hours actually worked. Maximum number of hours per week shall be forty (40), unless otherwise authorized by the Mayor and City Council.

DAVE STRAHL

Date: _____

THE CITY OF CREST HILL

By: RAYMOND SOLIMAN

Its: MAYOR

Date: _____



Agenda Memo

Crest Hill, IL

Meeting Date: 12/16/2024
Submitter: Glenn Gehrke, Finance Director
Department: Treasurer
Agenda Item: Request for Approval of the Property Tax Rebate Application

Summary:

Mr. David Obi attempted to submit an application for the 2024 Property Tax Rebate on December 9, 2024. The application was rejected and not accepted by Staff, as it was presented after the deadline of December 6, 2024.

Alderman Darrell Jefferson requested Staff accept the application and include it in the review process for Property Tax Rebate. Alderman Jefferson is requesting a vote by City Council to approve this action.

Recommended Council Action:

Staff recommends not approve this action, as all City deadlines are necessary for the timely processing of applications, permits, inspections, and payments. The City must prepare a list of qualified applicants and submit it to Will County for input into their system for verification. Any extension granted puts all reimbursements subject to delays in processing and late reimbursements.

Financial Impact:

Funding Source:

Budgeted Amount:

Cost:

Attachments:

Report Criteria:

Detail report type printed

[Report]. Check Issue Date = 12/01/2024,12/17/2024

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
46	Republic Ser	0721-008247	NOVEMBER 2024 MON	11/20/2024	117,091.05	117,091.05	23487	12/17/2024	1124	80005300
Total 46:					117,091.05	117,091.05				
55	Amalgamate	71511224	2019A BOND PAYING A	12/01/2024	475.00	475.00	23414	12/17/2024	1124	30006301
		71521224	2019B PAYING AGENT	12/01/2024	475.00	475.00	23414	12/17/2024	1124	32006301
Total 55:					950.00	950.00				
82	Vestis	6030355048	MATS EAST PLANT	11/27/2024	81.08	81.08	23504	12/17/2024	1124	01045300
		6030355048	UNIFORMS FOR STP	11/27/2024	74.11	74.11	23504	12/17/2024	1124	07085300
		6030355048	UNIFORMS FOR WATE	11/27/2024	36.97	36.97	23504	12/17/2024	1124	07065300
		6030355049	UNIFORMS FOR FLEE	11/27/2024	32.90	32.90	23504	12/17/2024	1124	01075300
		6030355049	UNIFORMS FOR STRE	11/27/2024	84.28	84.28	23504	12/17/2024	1124	01035300
		6030355049	MATS FOR PUBLIC WO	11/27/2024	124.35	124.35	23504	12/17/2024	1124	01045300
		6030355049	RESTROOM SERVICE	11/27/2024	64.50	64.50	23504	12/17/2024	1124	01045300
		6030355049	UNIFORMS FOR BUILD	11/27/2024	34.53	34.53	23504	12/17/2024	1124	01045300
		6030355049	UNIFORMS FOR WATE	11/27/2024	7.85	7.85	23504	12/17/2024	1124	07065300
		6030357185	UNIFORMS FOR STP	12/04/2024	73.15	73.15	23504	12/17/2024	1124	07085300
		6030357185	UNIFORMS FOR WATE	12/04/2024	33.50	33.50	23504	12/17/2024	1124	07065300
		6030357186	UNIFORMS FOR FLEE	12/04/2024	30.72	30.72	23504	12/17/2024	1124	01075300
		6030357186	UNIFORMS FOR STRE	12/04/2024	82.10	82.10	23504	12/17/2024	1124	01035300
		6030357186	MATS FOR PUBLIC WO	12/04/2024	39.20	39.20	23504	12/17/2024	1124	01045300
		6030357186	RESTROOM SERVICE	12/04/2024	64.50	64.50	23504	12/17/2024	1124	01045300
		6030357186	UNIFORMS FOR BUILD	12/04/2024	32.35	32.35	23504	12/17/2024	1124	01045300
		6030357186	UNIFORMS FOR WATE	12/04/2024	7.85	7.85	23504	12/17/2024	1124	07065300
Total 82:					903.94	903.94				
102	AT&T 831-00	3841985902	FIBER NETWORK PW	11/19/2024	2,492.78	2,492.78	23416	12/17/2024	1124	01105350
Total 102:					2,492.78	2,492.78				
103	AT&T 831-00	0651056907	INTERNET & PHONE S	11/19/2024	143.26	143.26	23417	12/17/2024	1124	07065350
Total 103:					143.26	143.26				
112	Accurate Em	AUR2288723	EMPLOYMENT SCREE	12/01/2024	157.89	157.89	23410	12/17/2024	1124	01125300
Total 112:					157.89	157.89				
113	Austin-Tyler	Circle & Gree	CIRCLE AND GREEN	12/04/2024	138,953.95	138,953.95	23418	12/17/2024	1124	12007620
Total 113:					138,953.95	138,953.95				
171	Brent Hasser	November 20	CONSULTNG SERVICE	12/01/2024	2,500.00	2,500.00	23420	12/17/2024	1124	01105300
Total 171:					2,500.00	2,500.00				
187	Christopher	197294	CH BUSINESSS PARK	12/10/2024	8,599.93	8,599.93	23422	12/17/2024	1124	01035330
		197295	DESIGN-MCGILVERY A	12/10/2024	15,727.50	15,727.50	23422	12/17/2024	1124	05005330
		197296	DESIGN HILLCREST W	12/10/2024	11,033.75	11,033.75	23422	12/17/2024	1124	12007602
		197297	PARKROSE-PROFESSI	12/10/2024	560.00	560.00	23422	12/17/2024	1124	12007620

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
		197298	WILCOX CONSTRUCTI	12/10/2024	14,331.00	14,331.00	23422	12/17/2024	1124	13007640
	Total 187:				50,252.18	50,252.18				
291	City of Joliet	957630	FLEET- FUEL OCTOBE	11/22/2024	3,453.28	3,453.28	23423	12/17/2024	1124	01075410
		957630	FLEET- FUEL OCTOBE	11/22/2024	4,695.87	4,695.87	23423	12/17/2024	1124	01075410
		957630	FLEET- FUEL OCTOBE	11/22/2024	86.37	86.37	23423	12/17/2024	1124	01075410
	Total 291:				8,235.52	8,235.52				
320	ComEd 9282	November 20	ELECTRIC - VALVE STA	11/26/2024	21.97	21.97	23429	12/17/2024	1124	07065353
	Total 320:				21.97	21.97				
323	ComEd 2717	November 20	ELECTRIC 1306-1/2 HA	11/26/2024	25.63	25.63	23426	12/17/2024	1124	07075353
	Total 323:				25.63	25.63				
324	ComEd 5197	November 20	0 ROOT BERTA ELECT	11/26/2024	25.63	25.63	23428	12/17/2024	1124	07075353
	Total 324:				25.63	25.63				
334	ComEd 3357	November 20	STREET LIGHTS ON E	11/21/2024	249.22	249.22	23427	12/17/2024	1124	01035351
	Total 334:				249.22	249.22				
385	Critical Reac	3814	ANNUAL FEE	12/03/2024	485.00	485.00	23432	12/17/2024	1124	01065301
	Total 385:				485.00	485.00				
451	Dynegy 1266	October 2024	WELL 4 ELECTRIC	11/29/2024	1,826.89	1,826.89	23440	12/17/2024	1124	07065353
	Total 451:				1,826.89	1,826.89				
452	Dynegy 6760	October 2024	EAST PLANT ELECTRI	11/29/2024	10,832.33	10,832.33	23444	12/17/2024	1124	07085353
	Total 452:				10,832.33	10,832.33				
453	Dynegy 6635	October 2024	WEST PLANT ELECTRI	11/29/2024	8,707.93	8,707.93	23443	12/17/2024	1124	07085353
	Total 453:				8,707.93	8,707.93				
454	Dynegy 0817	October 2024	WELL 11 ELECTRIC	11/29/2024	2,598.35	2,598.35	23438	12/17/2024	1124	07065353
	Total 454:				2,598.35	2,598.35				
455	Dynegy 0098	October 2024	WELL 10 ELECTRIC	12/03/2024	3,444.03	3,444.03	23436	12/17/2024	1124	07065353
	Total 455:				3,444.03	3,444.03				
457	Dynegy 6385	October 2024	WELLS 9 AND 12 ELEC	11/29/2024	1,687.46	1,687.46	23442	12/17/2024	1124	07065353
	Total 457:				1,687.46	1,687.46				
458	Dynegy 0906	October 2024	WELL 7 ELECTRIC	11/29/2024	1,580.34	1,580.34	23439	12/17/2024	1124	07065353

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
Total 458:					1,580.34	1,580.34				
459	Dynegy 1656	October 2024	WELL 8 ELECTRIC	11/29/2024	2,728.57	2,728.57	23441	12/17/2024	1124	07065353
Total 459:					2,728.57	2,728.57				
461	Dynegy 0425	October 2024	WELL 1 ELECTRIC	11/29/2024	2,111.71	2,111.71	23437	12/17/2024	1124	07065353
Total 461:					2,111.71	2,111.71				
479	Elliott Electric	30520	DEMO BOILER AT OLD	12/06/2024	710.00	710.00	23445	12/17/2024	1124	01045300
Total 479:					710.00	710.00				
504	Evoqua Wate	906187428	WEST PLANT GEAR D	11/16/2023	31,250.56	31,250.56	23446	12/17/2024	1124	07085365
Total 504:					31,250.56	31,250.56				
518	Experian	453429	EXPERIAN	12/01/2024	25.00	25.00	23447	12/17/2024	1124	01025310
Total 518:					25.00	25.00				
535	The Fields on	4523	TREES FOR THE 50/50	10/07/2024	6,300.00	6,300.00	23498	12/17/2024	1124	01035300
Total 535:					6,300.00	6,300.00				
545	Old National	G. Garcia Ca	OLD NATIONAL BSNK	11/22/2024	10.30	10.30	23482	12/17/2024	1124	01025310
Total 545:					10.30	10.30				
640	Hawkins Inc	6922688	WASTEWATER CHEMI	11/18/2024	3,145.35	3,145.35	23450	12/17/2024	1124	07085421
		6925590	ADJUSTABLE PUMP	11/22/2024	2,221.75	2,221.75	23450	12/17/2024	1124	07065361
		6928788	WASTEWATER CHEMI	12/03/2024	4,837.04	4,837.04	23450	12/17/2024	1124	07085421
Total 640:					10,204.14	10,204.14				
644	Core & Main	W012393	METERS	11/15/2024	2,267.66	2,267.66	23431	12/17/2024	1124	07095470
Total 644:					2,267.66	2,267.66				
784	Illinois Public	2688	IPWMAN MEMBERSHI	12/02/2024	250.00	250.00	23451	12/17/2024	1124	01035300
Total 784:					250.00	250.00				
820	Joliet Townsh	Animal Contr	ANIMAL CONTROL SE	12/04/2024	2,500.00	2,500.00	23454	12/17/2024	1124	01105300
Total 820:					2,500.00	2,500.00				
829	JX Enterprise	22323880P	FLEET- POWER STER	11/26/2024	2,989.28	2,989.28	23456	12/17/2024	1124	01075400
Total 829:					2,989.28	2,989.28				
846	Kimball Midw	102842301	GLOVES	11/27/2024	254.80	254.80	23458	12/17/2024	1124	07085402
Total 846:					254.80	254.80				

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
849	Kirwan Mech	i76153	EAST PLANT COOLING	07/01/2024	1,321.00	1,321.00	23459	12/17/2024	1124	07085366
		i76579	HVAC MAINTENANCE	12/03/2024	4,468.00	4,468.00	23459	12/17/2024	1124	01045300
		i76603	EAST PLANT HEATER	12/03/2024	1,499.00	1,499.00	23459	12/17/2024	1124	07085366
Total 849:					7,288.00	7,288.00				
878	Lauterbach &	98109	APRIL 30, 2024 - GASB	11/19/2024	2,780.00	2,780.00	23461	12/17/2024	1124	98005300
Total 878:					2,780.00	2,780.00				
881	Lawson Prod	9312040473	WATER- HYDRANT BO	11/27/2024	183.30	183.30	23462	12/17/2024	1124	07065430
		9312043445	FLEET- HYDRAULIC FI	11/29/2024	346.97	346.97	23462	12/17/2024	1124	01075400
		9312045455	FLEET- HYDRAULIC FI	12/02/2024	47.92	47.92	23462	12/17/2024	1124	01075400
Total 881:					578.19	578.19				
945	Material Han	78017	FLEET/CITY SERVICES	11/21/2024	1,117.75	1,117.75	23466	12/17/2024	1124	01075400
		78017	FLEET/CITY SERVICES	11/21/2024	100.50	100.50	23466	12/17/2024	1124	01035400
Total 945:					1,218.25	1,218.25				
956	McMaster Ca	36907726	FLEET- TRUCK BRINE	11/21/2024	33.89	33.89	23467	12/17/2024	1124	01075400
		36907726	FLEET- TRUCK BRINE	11/21/2024	25.56	25.56	23467	12/17/2024	1124	01075400
		36907935	FLEET- BOLTS FOR BR	11/21/2024	74.08	74.08	23467	12/17/2024	1124	01075400
Total 956:					133.53	133.53				
958	Meade, Inc.	710851	TRAFFIC SIGNAL MAIN	11/29/2024	208.20	208.20	23468	12/17/2024	1124	01035300
		710851	TRAFFIC SIGNAL MAIN	11/29/2024	208.20	208.20	23468	12/17/2024	1124	01035300
		710851	TRAFFIC SIGNAL MAIN	11/29/2024	208.20	208.20	23468	12/17/2024	1124	01035300
Total 958:					624.60	624.60				
961	Menards	78459	EAST PLANT SUPPLIE	10/09/2024	317.57	317.57	23469	12/17/2024	1124	07085366
		78863	PUBLIC WORKS SUPP	10/17/2024	112.35	112.35	23469	12/17/2024	1124	01035400
		78912	BUILDING MAINTENAN	10/18/2024	4.99	4.99	23469	12/17/2024	1124	01045400
		78918	BUILDING MAINTENAN	10/18/2024	47.96	47.96	23469	12/17/2024	1124	01045400
		79096	BUILDING MAINTENAN	10/22/2024	30.96	30.96	23469	12/17/2024	1124	01045400
		79113	PAPER TOWELS	10/22/2024	31.98	31.98	23469	12/17/2024	1124	01025400
		79208	FLEET- PARTS STORA	10/24/2024	105.09	105.09	23469	12/17/2024	1124	01075400
		79544-A	BUILDING MAINTENAN	10/31/2024	17.99	17.99	23469	12/17/2024	1124	01045400
		81039	BUILDING MAINTENAN	12/02/2024	4.38	4.38	23469	12/17/2024	1124	01045400
		81086	PW SUPPLIES	12/03/2024	99.91	99.91	23469	12/17/2024	1124	01035400
Total 961:					773.18	773.18				
965	M.E. Simpso	43369	LEAK LOCATION SERV	11/14/2024	2,295.00	2,295.00	23465	12/17/2024	1124	07065430
Total 965:					2,295.00	2,295.00				
986	Allegra Joliet	135944	TIME OFF SLIPS	11/26/2024	277.74	277.74	23413	12/17/2024	1124	07065321
		135944	TIME OFF SLIPS	11/26/2024	277.74	277.74	23413	12/17/2024	1124	01035321
		136309	ALLEGRA TOW STICK	12/03/2024	93.33	93.33	23413	12/17/2024	1124	01027500
Total 986:					648.81	648.81				
991	MOE Fringe	January 2025	JAN 2025 MOE BENEFI	12/03/2024	56,982.00	56,982.00	420	12/01/2024	1124	07094200

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
Total 991:					56,982.00	56,982.00				
995	Monroe Truc	344716	FLEET- BRINE LOVEJO	10/21/2024	187.56	187.56	23472	12/17/2024	1124	01075400
		345022	FLEET- BRINE PUMPS	11/27/2024	1,431.82	1,431.82	23472	12/17/2024	1124	01075400
		345157	FLEET- BRINE PUMP,	11/22/2024	568.18	568.18	23472	12/17/2024	1124	01075400
		345157	FLEET- BRINE PUMP,	11/22/2024	2,000.00	2,000.00	23472	12/17/2024	1124	01075400
		345157	FLEET- BRINE PUMP,	11/22/2024	669.52	669.52	23472	12/17/2024	1124	01075400
Total 995:					4,857.08	4,857.08				
1003	Factory Moto	50-5761357	FLEET- STOCK ALTER	12/04/2024	1,278.54	1,278.54	23448	12/17/2024	1124	01075400
		50-5761399	FLEET- STOCK ALTER	12/04/2024	121.46	121.46	23448	12/17/2024	1124	01075400
		50-5761399	FLEET- STOCK ALTER	12/04/2024	72.72	72.72	23448	12/17/2024	1124	01075400
Total 1003:					1,472.72	1,472.72				
1017	DACRA Adju	DT 2024-10-	DACRA MONTHLY SER	10/31/2024	1,250.00	1,250.00	23433	12/17/2024	1124	01025300
		DT 2024-10-	DACRA MONTHLY SER	10/31/2024	1,250.00	1,250.00	23433	12/17/2024	1124	01165300
		DT 2024-11-0	DACRA MONTHLY SER	11/30/2024	1,250.00	1,250.00	23433	12/17/2024	1124	01025300
		DT 2024-11-0	DACRA MONTHLY SER	11/30/2024	1,250.00	1,250.00	23433	12/17/2024	1124	01165300
Total 1017:					5,000.00	5,000.00				
1036	Conserv FS	6436714	ICE MELT	11/26/2024	981.00	981.00	23430	12/17/2024	1124	01035400
Total 1036:					981.00	981.00				
1060	Nicor 56-57-8	November 20	WELL #9/12 NICOR	12/03/2024	227.46	227.46	23477	12/17/2024	1124	07065350
Total 1060:					227.46	227.46				
1061	Nicor 43-23-2	Nov 2024 Adj	CITY HALL NICOR	12/02/2024	192.06	192.06	23476	12/17/2024	1124	01105350
Total 1061:					192.06	192.06				
1062	Nicor 89-13-6	November 20	WELL #11 NICOR GAS	12/03/2024	203.14	203.14	23478	12/17/2024	1124	07065350
Total 1062:					203.14	203.14				
1063	Nicor 24-66-3	November 20	LIFT STATION NICOR	12/03/2024	52.25	52.25	23475	12/17/2024	1124	07075350
Total 1063:					52.25	52.25				
1065	Nicor 95-25-4	November 20	WELL #1 NICOR	12/02/2024	147.62	147.62	23480	12/17/2024	1124	07065350
Total 1065:					147.62	147.62				
1066	Nicor 08-01-5	November 20	WELL #7 NICOR GAS	12/02/2024	263.39	263.39	23473	12/17/2024	1124	07065350
Total 1066:					263.39	263.39				
1067	Nicor 89-80-1	November 20	EAST PLANT NICOR	12/02/2024	663.79	663.79	23479	12/17/2024	1124	07085350
Total 1067:					663.79	663.79				
1165	Porter Lee C	31089	ANNUAL SOFTWARE S	12/01/2024	1,430.00	1,430.00	23483	12/17/2024	1124	01065301

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
Total 1165:					1,430.00	1,430.00				
1195	Quill LLC	41530783	BUILDING MAINTENAN	11/13/2024	270.08	270.08	23485	12/17/2024	1124	01045400
		41574972	YELLOW PRINTER TO	11/15/2024	96.99	96.99	23485	12/17/2024	1124	01165401
		41605941	BUILDING MAINTENAN	11/19/2024	118.72	118.72	23485	12/17/2024	1124	01045400
Total 1195:					485.79	485.79				
1237	Robinson En	24110195	RICH FOODS - PRETR	11/14/2024	1,273.25	1,273.25	23488	12/17/2024	1124	07075330
		24110196	GIS SERVICES	11/14/2024	1,529.75	1,529.75	23488	12/17/2024	1124	01105300
		24110197	WASTEWATER PRETR	11/14/2024	5,453.25	5,453.25	23488	12/17/2024	1124	07075330
		24110198	PROFESSIONAL SERV	11/14/2024	2,937.50	2,937.50	23488	12/17/2024	1124	01035330
		24110241	1906 PLAINFIELD RD I	11/18/2024	4,481.00	4,481.00	23488	12/17/2024	1124	01035330
		24110242	MS4-COMPLIANCE AS	11/18/2024	589.50	589.50	23488	12/17/2024	1124	01105300
		24110325	75 ACRE PARCEL	11/21/2024	581.00	581.00	23488	12/17/2024	1124	01105300
		24110326	INTERIM PLANNER	11/21/2024	747.00	747.00	23488	12/17/2024	1124	01165300
		24110327	2024 CLEAN AND TV BI	11/21/2024	4,960.00	4,960.00	23488	12/17/2024	1124	07075330
		24110328	2024 CLEAN AND TV BI	11/21/2024	2,140.00	2,140.00	23488	12/17/2024	1124	07075330
Total 1237:					24,692.25	24,692.25				
1243	Ray OHerron	2378959	UNIFORM EQUIPMENT	11/25/2024	586.60	586.60	23486	12/17/2024	1124	01025344
		2380610	UNIFORM EQUIPMENT	12/04/2024	284.97	284.97	23486	12/17/2024	1124	01025344
		2380845	UNIFORM EQUIPMENT	12/04/2024	107.29	107.29	23486	12/17/2024	1124	01025344
		2380846	UNIFORM EQUIPMENT	12/04/2024	209.16	209.16	23486	12/17/2024	1124	01025344
		2380847	UNIFORM EQUIPMENT	12/04/2024	164.56	164.56	23486	12/17/2024	1124	01025344
		2380848	UNIFORM EQUIPMENT	12/04/2024	493.68	493.68	23486	12/17/2024	1124	01025344
Total 1243:					1,846.26	1,846.26				
1250	J. Russ and	011-18-2024-	EMERGENCY WATER	11/18/2024	274,161.22	274,161.22	23452	12/17/2024	1124	12007620
Total 1250:					274,161.22	274,161.22				
1252	Rydin Decal	PS-INV1248	2025 LICENSES	11/06/2024	812.39	812.39	23490	12/17/2024	1124	01115321
Total 1252:					812.39	812.39				
1289	Service Indus	142049	FLEET- #200 WATER H	12/03/2024	138.00	138.00	23491	12/17/2024	1124	01075400
Total 1289:					138.00	138.00				
1295	Shaw Media	11241008529	CREST HILL PAGE	11/30/2024	460.00	460.00	23492	12/17/2024	1124	01105321
Total 1295:					460.00	460.00				
1309	Sirchie Acqui	0672003-IN	MARIJUANA TEST KIT	11/21/2024	134.58	134.58	23493	12/17/2024	1124	01025400
Total 1309:					134.58	134.58				
1379	Suburban La	229944	WEST AND EAST NPD	11/26/2024	1,987.94	1,987.94	23496	12/17/2024	1124	07085306
		229983	DRINKING WATER LAB	11/27/2024	231.01	231.01	23496	12/17/2024	1124	07065306
		GA4000359	DRINKING WATER LAB	10/31/2024	525.00	525.00	23496	12/17/2024	1124	07065306
		GA4000360	DRINKING WATER LAB	10/31/2024	750.00	750.00	23496	12/17/2024	1124	07065306

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
Total 1379:					3,493.95	3,493.95				
1392	SWAHM	December 20	SWAHM 12-2024	12/03/2024	88,295.51	88,295.51	421	12/01/2024	1124	01002438
Total 1392:					88,295.51	88,295.51				
1411	Terminal Sup	69593-00	FLEET- ELECTRICLA C	10/07/2024	349.09	349.09	23497	12/17/2024	1124	01075400
Total 1411:					349.09	349.09				
1425	Third Millenni	32171	COCH UTILITY BILL RE	11/25/2024	1,872.28	1,872.28	23499	12/17/2024	1124	07095321
		32171	PRINTING AND FOLDI	11/25/2024	4,813.70	4,813.70	23499	12/17/2024	1124	01105321
Total 1425:					6,685.98	6,685.98				
1432	Ron Tirapelli	656598	FLEET- ALTERNATOR	12/04/2024	488.75	488.75	23489	12/17/2024	1124	01075400
Total 1432:					488.75	488.75				
1521	USABlueBoo	INV0054637	EAST PLANT SUPPLIE	11/19/2024	245.38	245.38	23501	12/17/2024	1124	07085420
		INV0054659	EAST PLANT SUPPLIE	11/19/2024	94.72	94.72	23501	12/17/2024	1124	07085420
		INV0055254	FEP TUBING	11/25/2024	698.84	698.84	23501	12/17/2024	1124	07065420
Total 1521:					1,038.94	1,038.94				
1549	Verizon Wirel	6100088673	VERIZON WIRELESS S	12/01/2024	2,411.51	2,411.51	23503	12/17/2024	1124	07065350
Total 1549:					2,411.51	2,411.51				
1589	Wescom	20250106	WESCOM DISPATCH S	12/02/2024	23,335.42	23,335.42	23505	12/17/2024	1124	01025307
Total 1589:					23,335.42	23,335.42				
1602	Will County	2024-1289	2024 HOLIDAY RECEP	12/05/2024	60.00	60.00	23506	12/17/2024	1124	01015343
		2024-1289	2024 HOLIDAY RECEP	12/05/2024	60.00	60.00	23506	12/17/2024	1124	01015343
		2024-1289	2024 HOLIDAY RECEP	12/05/2024	60.00	60.00	23506	12/17/2024	1124	01015343
		2024-1289	2024 HOLIDAY RECEP	12/05/2024	60.00	60.00	23506	12/17/2024	1124	01015343
		2024-1289	2024 HOLIDAY RECEP	12/05/2024	60.00	60.00	23506	12/17/2024	1124	01015343
Total 1602:					300.00	300.00				
1605	Will County R	Finance Dept	MUNICIPAL LIENS/REL	12/02/2024	572.00	572.00	23507	12/17/2024	1124	01115325
Total 1605:					572.00	572.00				
1694	Nicor 13-03-7	November 20	PW NICOR	12/02/2024	834.45	834.45	23474	12/17/2024	1124	01035351
Total 1694:					834.45	834.45				
1724	T-Mobile US	9586719290	TIMING ADVANCE	11/20/2024	50.00	50.00	23500	12/17/2024	1124	01025310
Total 1724:					50.00	50.00				
1745	Bannon Exter	15182	QUARTERLY EXTERMI	12/05/2024	185.00	185.00	23419	12/17/2024	1124	01045300

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
Total 1745:					185.00	185.00				
1749	AEP Energy	3013134305	STREET LIGHTS - 1 TH	11/25/2024	14,938.21	14,938.21	23411	12/17/2024	1124	01035351
Total 1749:					14,938.21	14,938.21				
1795	Konica Minolt	542845623	KONICA COPY MACHI	11/18/2024	436.00	436.00	23460	12/17/2024	1124	01065301
Total 1795:					436.00	436.00				
1896	Minuteman P	33971	WINTERFEST BANNER	11/27/2024	258.00	258.00	23471	12/17/2024	1124	01108001
Total 1896:					258.00	258.00				
1924	V3 Companie	11024536R	CIRCLE-GREEN-OAKL	11/26/2024	2,568.88	2,568.88	23502	12/17/2024	1124	12007602
Total 1924:					2,568.88	2,568.88				
1950	Pure Water P	1901254	WEST PLANT WATER	11/28/2024	47.50	47.50	23484	12/17/2024	1124	07085343
		1901254	PUBLIC WORKS WATE	11/28/2024	65.00	65.00	23484	12/17/2024	1124	01035343
		1901322	PAPER STATEMENT F	11/28/2024	3.00	3.00	23484	12/17/2024	1124	01105300
		1910784	PAPER STATEMENT F	12/09/2024	3.00	3.00	23484	12/17/2024	1124	01035343
		1910785	WATER FOR ELROSE	12/09/2024	65.00	65.00	23484	12/17/2024	1124	01045343
		1910786	PAPER STATEMENT F	12/09/2024	3.00	3.00	23484	12/17/2024	1124	07085343
		1910787	EAST PLANT WATER	12/09/2024	65.00	65.00	23484	12/17/2024	1124	07085343
Total 1950:					251.50	251.50				
1953	Amazon Capi	137W-X9Y6-	TIME CLOCK INK RIBB	12/02/2024	12.73	12.73	23415	12/17/2024	1124	07085401
		14JK-KW3F-	PAPER TOWELS	12/09/2024	28.68	28.68	23415	12/17/2024	1124	01035400
		19P3-VKL7-	JANITORIAL SUPPLIES	11/25/2024	89.49	89.49	23415	12/17/2024	1124	01045400
		1LQW-DM3	TIME CLOCK RIBBON	11/26/2024	12.73	12.73	23415	12/17/2024	1124	01025400
		1M9M-7XM	FLEET- SALT SPREAD	11/21/2024	253.10	253.10	23415	12/17/2024	1124	01075400
		11HD-LVPR-	LABELS	11/21/2024	30.06	30.06	23415	12/17/2024	1124	01035401
		1DCW-WHL	OFFICE SUPPLIES	11/25/2024	33.98	33.98	23415	12/17/2024	1124	01105401
		1KLV-XGRX-	FLEET- SHOP AIR FITT	11/25/2024	861.16	861.16	23415	12/17/2024	1124	01075400
		1KTR-DNF6-	CONTAINER BIN - CLE	11/21/2024	32.00	32.00	23415	12/17/2024	1124	01115401
		1KTR-DNF6-	COFFEE POT CLEANER	11/21/2024	15.75	15.75	23415	12/17/2024	1124	01105401
		1KTR-DNF6-	KLEENEX	11/21/2024	39.99	39.99	23415	12/17/2024	1124	01105401
		1KTR-DNF6-	LETTER OPENERS - C	11/21/2024	6.98	6.98	23415	12/17/2024	1124	01115401
		1KTR-DNF6-	SIGN HERE POST TAG	11/21/2024	6.99	6.99	23415	12/17/2024	1124	01105401
		1KTR-DNF6-	COPIER PAPER	11/21/2024	469.90	469.90	23415	12/17/2024	1124	01105401
		1L3T-9PX4-T	COFFEE	11/22/2024	79.96	79.96	23415	12/17/2024	1124	01035345
		1L3T-9PX4-T	PLASTIC ENVELOPES	11/22/2024	42.20	42.20	23415	12/17/2024	1124	01035401
		1L71-T16K-9	DVD-R	12/06/2024	51.96	51.96	23415	12/17/2024	1124	01025400
Total 1953:					2,067.66	2,067.66				
1971	Graybar Fina	17516978	PHONE SYSTEM MON	11/25/2024	2,110.85	2,110.85	23449	12/17/2024	1124	01105350
Total 1971:					2,110.85	2,110.85				
1977	AIS Inc	90322	AIS MONTHLY INVOIC	11/26/2024	387.10	387.10	23412	12/17/2024	1124	01065301
		90359	FORTINET ANNUAL SU	12/05/2024	28,883.46	28,883.46	23412	12/17/2024	1124	01065301
		90360	TIME & MATERIALS HA	12/05/2024	800.00	800.00	23412	12/17/2024	1124	01065301

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
Total 1977:					30,070.56	30,070.56				
1999	Local 150 Ap	L150.114	COLLIN BRAMBRINK C	12/10/2024	5,616.00	5,616.00	23464	12/17/2024	1124	01035341
Total 1999:					5,616.00	5,616.00				
2024	Comcast Bus	223353015	COMCAST MONTHLY	11/15/2024	7,924.72	7,924.72	23424	12/17/2024	1124	01065301
Total 2024:					7,924.72	7,924.72				
2034	Chicago Sign	1707	CITY WELCOME SIGN	09/25/2023	74,233.85	74,233.85	23421	12/17/2024	1124	13007640
Total 2034:					74,233.85	74,233.85				
2043	Donald E. Mo	November 20	DONALD E MORRIS R	11/30/2024	950.00	950.00	23435	12/17/2024	1124	01165300
Total 2043:					950.00	950.00				
2071	ComEd 0904	November 20	CITY CENTER STREET	11/21/2024	174.41	174.41	23425	12/17/2024	1124	01035351
Total 2071:					174.41	174.41				
2073	David Strahl	37	TEMP HR	11/15/2024	2,866.50	2,866.50	23434	12/17/2024	1124	01015300
		38	TEMP HR	11/22/2024	3,062.50	3,062.50	23434	12/17/2024	1124	01015300
		39	TEMP HR	12/02/2024	1,519.00	1,519.00	23434	12/17/2024	1124	01015300
Total 2073:					7,448.00	7,448.00				
2074	MGT Impact	MGT35977	TEMPORARY EMPLOY	09/10/2024	1,817.60	1,817.60	23470	12/17/2024	1124	01105300
		MGT35978	TEMPORARY EMPLOY	09/10/2024	15,403.50	15,403.50	23470	12/17/2024	1124	01105300
Total 2074:					17,221.10	17,221.10				
2096	Karcher Nort	5335314836	FLEET- DIAGNOSE AN	09/24/2024	470.72	470.72	23457	12/17/2024	1124	01075400
Total 2096:					470.72	470.72				
2124	Stericycle, In	8008895656-	SHRED EVENT 2024 -	11/01/2024	586.80	586.80	23495	12/17/2024	1124	01015300
Total 2124:					586.80	586.80				
2130	JustFOIA Inc	NE20656	JUSTFOIA	11/26/2024	6,750.00	6,750.00	23455	12/17/2024	1124	01065301
Total 2130:					6,750.00	6,750.00				
2131	Noe Chavez	1711 Wilcox	WILCOX STORWATER-	11/21/2024	763.00	763.00	23481	12/17/2024	1124	13007640
Total 2131:					763.00	763.00				
2132	Smokin' Z BB	113024	FOOD TRUCK FOR WI	12/06/2024	886.00	886.00	23494	12/17/2024	1124	01108001
Total 2132:					886.00	886.00				
2133	Lisa Kikkert	Christmas Ca	CHRISTMAS CARDS 2	12/06/2024	27.99	27.99	23463	12/17/2024	1124	01025400

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
Total 2133:					27.99	27.99				
2134	Joey's Red H	Winterfest-N	FOOD TRUCK WINTER	11/30/2024	926.00	926.00	23453	12/17/2024	1124	01108001
Total 2134:					926.00	926.00				
Grand Totals:					1,111,030.78	1,111,030.78				

Report Criteria:
Detail report type printed
[Report].Check Issue Date = 12/01/2024,12/17/2024