

**COST SHARING AGREEMENT BY AND BETWEEN THE CITY OF CREST HILL  
AND HILLCREST SHOPPING CENTER, LLC.**

This Agreement is made this 17<sup>th</sup> Day of April 2023, by and between the City of Crest Hill, an Illinois Municipal Corporation “hereinafter referred to as “Crest Hill” or “City”), and Joliet Hillcrest Shopping Center, LLC (hereinafter referred to as “Hillcrest”).

**WITNESSETH:**

**WHEREAS**, the Corporate Authorities of the City of Crest Hill, Will County, Illinois, have the authority to adopt resolutions and ordinances 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**, Hillcrest has filed and presented to City detailed plans for a Planned Unit Development which included the construction of a new 8,000 square foot structure and a 1,460 square foot addition to an existing structure on its property within the City limits of Crest, which property is located at the northwest corner of Theodore and Larkin Avenue, Crest Hill, Illinois, being part of PIN: 11-04-31-404-012 (the “Property”), as described in Exhibit “A”; and

**WHEREAS**, said construction project (“the Project”) was the subject of a properly filed application to City for a Planned Unit Development, which application was noticed for public hearing, heard by the Crest Hill Plan Commission, and received the Plan Commission’s recommendation of approval; and

**WHEREAS**, the Corporate Authorities of the City of Crest Hill on October 17, 2022 passed Ordinance #1930 which accepted, approved and adopted the Plan Commission recommendation and approved the Planned Unit Development, subject to certain conditions, including the execution of a Cost Sharing Agreement regarding the relocation of City water and sewer utilities located within the property to a location on the perimeter of the Property, as depicted on certain site plan and other engineering drawings and specifications, and pursuant to a City issued permit to be secured through the City’s permitting process (“the Relocation Project”); and

**WHEREAS**, the City and Hillcrest now desire to set forth and memorialize the terms and conditions on which the Relocation Project will be based, including each Party’s duties and responsibilities with respect to the terms on which the Relocation Project will be financed, and the sharing of those financial costs, as follows:

**NOW, THEREFORE**, for and in consideration of the above promises, and the terms and conditions set forth below, the parties hereby mutually agree as follows:

1. Hillcrest shall bear the sole responsibility and cost for the design, engineering, bidding and selection of all contractors and construction engineering companies or individuals for the entirety of the Planned Unit Development Project, including the Relocation Project.
2. All plans, specifications, engineering plans and drawings shall be provided to the City and will be processed through the City's usual and customary permitting process.
3. No work shall commence until a permit for the Relocation Project is issued.
4. The City shall not have any direct responsibility or supervisory responsibility for the Relocation Project other than the Final Inspection of all connections to the City Water and Sewer system.
5. Hillcrest has secured bids and for construction of the Relocation Project, and all contracts for work which will result in cost sharing by the City under the terms of this agreement shall contain terms reflecting that all labor provided under said contract will be paid at the prevailing wage. The City has reviewed said bids and has confirmed the proposal from Crossroads Services, Inc. dated March 29, 2023, and Maneval Construction, Inc. dated January 6, 2023, as the lowest responsible bids. Hillcrest shall execute each contract and provide to the City all contracts between Hillcrest and its contractors within 30 days of execution of this agreement or within 30 days of execution of any such contract.
6. Hillcrest will also secure and execute a contract with a qualified Construction Engineer or Construction Engineering Company.
7. Hillcrest agrees to pay to the City a total of \$64,437.14 at the time of permit issuance for tap on fees.
8. Upon Hillcrest's submission of a written request and a copy of the executed contract for Construction Engineering Services, the City shall pay Hillcrest (or the Construction Engineer directly a total of \$27,205.00 toward the Construction Engineering Services. Said payment will be made within thirty (30) days of commencement of the Relocation Project.
9. Hillcrest will be responsible for and shall pay its Construction Engineer \$11,658.50 toward the total Construction Engineering Services of \$38,764.00.
10. Within thirty (30) days of Final Inspection and approval of the Relocation Project, and upon Hillcrest's written submission to the City of the total costs paid to the Contractor(s) for the Relocation Project, and executed lien waivers from all contractors, subcontractors, vendors or material suppliers, the City will pay to Hillcrest (or directly to the appropriate general contractor(s) the total sum of \$272,045.00 as its share of the total Water Main Relocation Project Construction costs of \$388,635.00.
11. Hillcrest will be responsible for and shall pay to its Contractor(s) the total sum of \$116,590.00 as its share of the total Water Main Relocation Project Construction Costs of \$388,635.00.

The parties to this Agreement by their signatures acknowledge they have read and understand this Agreement and intend to be bound by the terms herein.

**Approved:**

**Joliet Hillcrest Shopping Center, LLC**

By: Joliet Hillcrest, LLC

Sole Member

By: Katz Bros. Development, LLC, Manager

By:

  
Abe Katz, Member

Its:

  
Manager

Date:

4/12/23

**Approved:**

**City of Crest Hill,**  
an Illinois Municipal Corporation

By:

  
Raymond Soliman  
Mayor

Attest:

By:

  
Christine Vershay-Hall  
City Clerk

Date: