



Regular City Council Meeting

Crest Hill, IL

July 21, 2025

7:00 PM

Council Chambers

20600 City Center Boulevard, Crest Hill, IL 60403

Agenda

Opening of Meeting:

Pledge of Allegiance

Roll Call

- [1.](#) Approve a Resolution Approving the Appointment of Daniel Ritter to the Position of Community and Economic Development Director for the City of Crest Hill Effective July 28, 2025, and Setting the Initial Salary for Daniel Ritter
- [2.](#) Grand Prairie Water Commission-Alternate Water Source Program Update-June 2025-Informational Only

Minutes:

- [3.](#) Approve the Minutes from the Work Session Meeting Held on June 23, 2025
- [4.](#) Approve the Minutes from the Work Session Held on June 30, 2025
- [5.](#) Approve the Minutes from the Regular Meeting Held on July 7, 2025

City Attorney:

- [6.](#) Approve a Resolution Designating and Appointing City Administrator Blaine Wing as the Alternate Delegate to the Technical Advisory Committee (TAC) to the Grand Prairie Water Commission

City Administrator:

- [7.](#) Approve a Resolution Approving an Independent Contractor Consulting Service Agreement by and between the City of Crest Hill, Will County, IL and Natalia Domovessova
- [8.](#) Approve a Resolution Approving an Updated and Extended Independent Contractor Agreement Consulting Service Agreement by and between the City of Crest Hill, Will County, IL and Ronald Mentzer
- [9.](#) Approve a Resolution Approving an Extension of the Appointment of Julius Hansen as Interim Director of Public Works and Approving an Amended and Extended Employee Leasing Agreement by and between the City of Crest Hill and MGT Impact Solutions, LLC for Julius Hansen's Services as Interim Director of Public Works

- [10.](#) Approve a Resolution Approving (and Ratifying the Execution) of an Employee Leasing Agreement by and between the City of Crest Hill, Will County, IL, and MGT Impact Solutions, LLC for the Services of Brian Bursiek as Temporary Administrative Assistant to the Interim Director of Public Works

Public Works Department:

- [11.](#) Approval of Pay Request #30 from Vissering Construction Inc. with Direction to Send it to the IEP A for Approval and Disbursement for a Total Amount of \$1,108,332
- [12.](#) Approval of Emergency Purchase and Service Two Pumps from Metropolitan Pump Co. for the East STP for a Total Cost of \$32,428.00
- [13.](#) Approval of Emergency Repair Work with Layne Christensen Co. for Service to Well #4 not to Exceed an Amount of \$150,000.00

City Engineer:

- [14.](#) Award the Contract to Len Cox and Sons Excavating for the Hillcrest Shopping Center Water Main Improvement.in the Amount of \$1,795,366.25
- [15.](#) Approve a Resolution Approving a Construction Engineering Agreement for Hillcrest Shopping Center Water Main Replacement Improvement by and between the City of Crest Hill, Will County, Illinois and Christopher B. Burke Engineering, Ltd. for an Amount of \$224,410.00
- [16.](#) Award the Contract to M.J. Underground for the Innercircle-Phase 1 Water Main and Roadway Rehabilitation Improvement.in an Amount of \$2,318,680.64
- [17.](#) Approve a Resolution Approving a Construction Engineering Agreement for Innercircle Dr. Water Main Replacement and Roadway Rehabilitation Improvement by and between the City of Crest Hill, Will County, Illinois and V3 Companies for an Amount of \$69,843.00
- [18.](#) Award the Contract to M.J. Underground, Inc. for the Caton Farm Water Main Extension in the Amount of \$724,836.00
- [19.](#) Approve a Resolution Approving a Construction Engineering Agreement for Caton Farm Rd. Water Main Extension Improvement by and between the City of Crest Hill, Will County, Illinois and Strand Associates, Inc. for an Amount of \$133,200.00
20. Approve a Resolution Approving an Agreement for 2025 Roadway Rehabilitation Program by and between the City of Crest Hill, Will County, Illinois and P.T. Ferro Construction Company for an Amount of \$716,911.65
- [21.](#) Approve a Resolution Approving an Agreement for Kelly and Cora Retaining Wall Replacement Improvement by and between the City of Crest Hill, Will County, Illinois and MYS Incorporated for an Amount of \$372,282.22
- [22.](#) Approve a Supplemental Resolution for Improvement Under the Illinois Highway Code for Section No. 19-00051-00-MS for a New Salt & Brine Facility in the Amount of \$9,199.00

- [23.](#) Approve a Resolution for Improvement Under the Illinois Highway Code for Section No 23-00056-00-TL for the Traffic Signal Modernization, Intersection Improvement and Resurfacing in an Amount of \$676,488.75

Community Development:

Police Department:

- [24.](#) Approve a Special Event Police Services Agreement with American Italian Cultural Society for Festa Italiana

Mayor's Report:

- [25.](#) Approve an Ordinance Amending Chapter 2.76 (Liquor Control Commissioner) of Title 2 (Administration and Personnel) of the City of Crest Hill Code of Ordinances (Codification of Deputy Liquor Commissioner Salary)

City Clerk's Report:

City Treasurer's Report:

- [26.](#) Approval of the List of Bills Issued through July 31, 2025, in the Amount of \$528,680.78
27. Regular and Overtime Payroll from June 30, 2025, to July 13, 2025, in the Amount of \$297,171.18

Unfinished Business:

New Business:

Committee/Liaison Reports:

City Council Comments:

Public Comment:

Executive Session: If Called by Council for a Good Cause

Adjourn:



Agenda Memo

Crest Hill, IL

Meeting Date:	July 21, 2025
Submitter:	Blaine Wing
Department:	Administration
Agenda Item:	Approve a Resolution Approving the Appointment of Daniel Ritter to the Position of Community and Economic Development Director for the City of Crest Hill Effective July 28, 2025, and Setting the Initial Salary for Daniel Ritter

Summary: On following the resignation of our Community and Economic Development Director, the City advertised the position on the City's website, while also contacting recruitment and staffing firms. The City received several applications. Dan was interviewed and selected to move forward in our process. As you will read, Dan is very qualified and was most recently a director in Tinley Park.

Dan will be attending Monday's meeting, with the plan being to have Dan start on Monday, July 28th.

Recommended Council Action: Approve a Resolution Approving the Appointment of Daniel Ritter to the Position of Community and Economic Development Director for the City of Crest Hill Effective July 28, 2025, and Setting the Initial Salary for Daniel Ritter

Financial Impact:

Funding Source: General Fund

Budgeted Amount: \$153,000 + Benefits

Cost: 152,500 + Benefits

Attachments:

- Appointment Resolution
- Resume

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE APPOINTMENT OF DANIEL RITTER TO THE
POSITION OF COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR FOR
THE FOR THE CITY OF CREST HILL EFFECTIVE JULY 28, 2025, AND SETTING
THE INITIAL SALARY FOR DANIEL RITTER**

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

WHEREAS, the Corporate Authorities have previously exercised its statutory authority to create the position of Community and Economic Development Director, which position is codified in Chapter 2.94 of the City of Crest Hill Code of Ordinances, as amended from time to time; and

WHEREAS, the City of Crest Hill is currently without the services of a permanent Community and Economic Development Director following the resignation of Patrick Ainsworth on July 1, 2025; and

WHEREAS, Section 2.94.010 establishes that the hiring of the position of Community and Economic Development Director shall be by mayoral appointment with the advice and consent of the City Council; and

WHEREAS, the Mayor has appointed Daniel Ritter to the position of Community and Economic Development Director for the City of Crest Hill beginning July 28, 2025; and

WHEREAS, the Corporate Authorities have hereby determined that it is in the best interests of the City and its citizens to approve the Appointment of Daniel Ritter as Community and Economic Development Director for the City of Crest Hill beginning on July 28, 2025; and

WHEREAS, Section 2.94.020 of the City of Crest Hill Code of Ordinances provides that the compensation for the Community and Economic Development Director shall be fixed by the City Council; and

WHEREAS, the Corporate Authorities have determined that the foregoing appointment of Daniel Ritter to the position of Community and Economic Development Director, as now approved and effective July 28, 2025, shall be at a starting salary of \$152,500.00 annually with employee benefits as outlined in the City of Crest Hill Employee Handbook; and

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

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

SECTION 2: DANIEL RITTER APPOINTED AS COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR. The City Council hereby approves the appointment of Daniel Ritter as Community and Economic Development Director for the City of Crest Hill effective July 28, 2025, at a starting salary of \$152,500.00 annually with employee benefits as outlined in the City of Crest Hill Employee Handbook.

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

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

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

[Left Intentionally Blank]

PASSED THIS 21ST DAY OF JULY, 2025.

	Aye	Nay	Absent	Abstain
Alderman Scott Dyke	_____	_____	_____	_____
Alderman Angelo Deserio	_____	_____	_____	_____
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 21ST DAY OF JULY, 2025.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

DANIEL RITTER, AICP

Experience

Community Development Director ▪ August 2022 – May 2025

Village of Tinley Park ▪ 16250 Oak Park Avenue, Tinley Park, IL 60477

- Direct, supervise, and lead the divisions of Building, Code Compliance, Planning, Health, and Economic Development to accomplish short-term and long-term Village goals and objectives.
- Managed changes to improve building, health, and fire code permitting processes, including transitioning aging and costly software to new ERP/Community Development software (BS&A).
- Function as the primary Economic Development contact for businesses and developers. Led the development of an updated and ongoing short and long-term economic development plan.
- Oversee various large scale commercial, residential, and industrial development projects from start to finish, including over \$500millions in development in 3 years.
- Start the first Comprehensive Plan in almost 25 years including obtaining initial board support, budgeting, publishing an effective RFP, identifying a consulting team, and implementing effective public outreach.
- Operate department-wide accounting, budget, purchasing, staffing, and operational management.

Planning Manager ▪ October 2021 – August 2022

Village of Tinley Park ▪ 16250 Oak Park Avenue, Tinley Park, IL 60477

- Direct, supervise, and lead Planning Division team (Zoning Administrator and Planners) to accomplish short-term and long-term Planning and development goals.
- Discuss and negotiate with developers to draft applicable development, annexation, and incentive agreements to accomplish Village Board Economic Development goals and policies.
- Insure legal compliance with zoning and planning matters.
- Manage various consultant contracts including initial scope of work, budget, evaluation, and billing.

Senior Planner ▪ April 2018 – October 2021

Village of Tinley Park ▪ 16250 Oak Park Avenue, Tinley Park, IL 60477

- Provide friendly and timely customer service responses to various customers including residents, business owners, developers, and others interacting with the Community Development Department.
- Manage, analyze, and present complex planning and zoning projects to elected and appointed officials at the Village Board, Plan Commission, and Zoning Board.
- Manage development and site plan review process including coordinating with various departments and ensuring proper project completion protocols are followed on complex projects of varying scales.
- Prepare comprehensive text amendments to various sections of the Village Zoning and Municipal Codes.

Assistant Planner ▪ October 2016 – April 2018

Village of Hoffman Estates ▪ 1900 Hassell Road, Hoffman Estates, IL 60169

- Site Plan design review for new construction projects to ensure they are in precise compliance with the Zoning Code and Subdivision Code regulations.
- Provide complex written and analytical analysis of various planning and zoning requests and provide thoughtful staff reports in written and verbal form.
- Review, research and update the zoning code, subdivision code, and other village codes.

Development Services Technician ▪ September 2013 – October 2016

Village of Hoffman Estates ▪ 1900 Hassell Road, Hoffman Estates, IL 60169

- Review permits for code compliance and complete inspections for commercial and residential projects.
- Analyze and present various planning and zoning projects to public bodies verbally and in writing.
- GIS mapping and webpage updating support to multiple Village departments.

Planning Technician ▪ January 2013 - August 2013

Village of Hoffman Estates ▪ 1900 Hassell Road, Hoffman Estates, IL 60169

- Assist with customer questions and informational needs (contractors, developers, residents).
- Staff Liaison to the Planning and Zoning Commission assisting with scheduling, preparing agendas, packets, maps, exhibits and staff reports.
- Completed field inspections for zoning approvals, landscape changes, and site plan work.

Manager ▪ April 2006 – March 2014

Culver's ▪ Tinley Park, IL 60477; Homewood, IL 60430; Schaumburg, IL 60193

- In charge of day-to-day operations, including about twenty employees at a fast-casual restaurant.
- Insured a high level of customer service and handled customer concerns/complaints.
- Monitored store security, handled financial operations, and ordered inventory for the restaurant.

Education

Northern Illinois University

- Masters in Public Administration – Local Government Administration Specialization

University of Illinois: Urbana-Champaign

- Bachelor of Arts in Urban and Regional Planning, Landscape Architecture Certificate

Skills and Continuing Education

- 10+ years of progressively responsible local government planning and development experience.
- AICP certified planner with corresponding continuing education credits and ethical requirements.
- An active member of the American Planning Association (APA) and the Illinois City/County Management Association (ILCMA), attending many sponsored conferences and workshops throughout the year.
- Proven experience in economic development administration for business retention and attraction.
- Experience managing building code, engineering, landscape, and fire department reviews that include the use of private consultants and various departments.
- Experience managing private consultant contracts, including determining scope or work, budgets, and ongoing performance measurement analysis.
- Extensive customer service experience with 15+ years in public and private organizations.
- Professional and technical writing experience.
- Experience in survey research, design, administering, and analysis.
- Computer skills with Microsoft Office, Adobe Suites, SketchUp, and SPSS.
- Freedom of Information Act (FOIA) and Open Meetings Act (OMA) experience and certifications.
- University of Chicago Fundamentals of Municipal Finance Credential (2025).



Agenda Memo

Crest Hill, IL

Meeting Date:	July 21, 2025
Submitter:	Ronald J Wiedeman
Department:	Engineering
Agenda Item:	Grand Prairie Water Commission-Alternate Water Source Program Update-June 2025-Informational Only.

Summary: The attached is a presentation on the status of the Grand Prairie Water Commission work up to June 2025 towards the completion of the new Lake Michigan Water Source and a 12 month look ahead.

Presentation Agenda

- Background
- GPWC Alternative Water Source Program (AWSP) Overview
- Recent Accomplishments
- Look Ahead-next 12 months
- Questions

Recommended Council Action: Grand Prairie Water Commission-Alternate Water Source Program Update-June 2025.-Informational Only

Financial Impact:

Funding Source: Water Fund

Budgeted Amount: 32 Million

Cost: TBD

Attachments:

GPWX AWSP Program Update 6-16-2025.pdf



Grand Prairie Water Commission **Alternative Water Source Program Update** June 2025



PRESENTATION AGENDA

- Background
- GPWC Alternative Water Source Program (AWSP) Overview
- Recent Accomplishments
- Look Ahead – next 12 months
- Questions



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WATER COMMISSION

Background



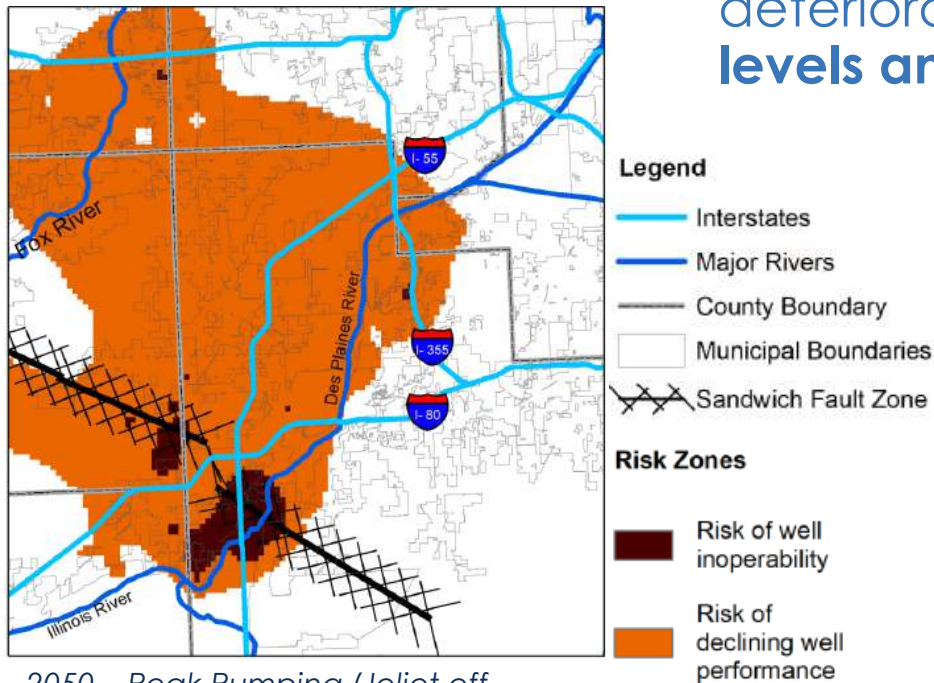
Regional Problem

Groundwater sources in the region are in jeopardy:

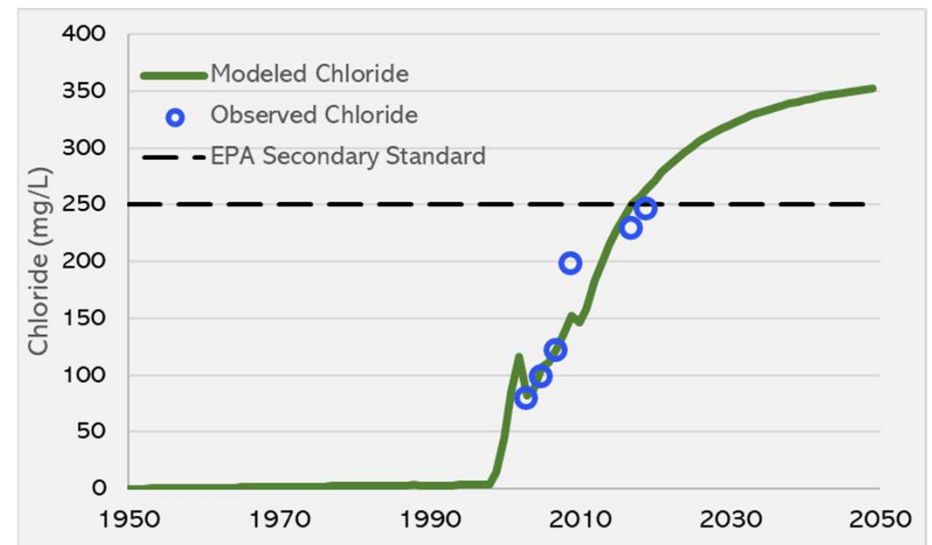
- **deep sandstone aquifer** is being depleted to the point of inoperability
- shallow aquifer water quality is deteriorating due to **increased chloride levels and presence of PFAS**



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WATER COMMISSION



2050 – Peak Pumping (Joliet off aquifer) (From ISWS)



There are observed and modeled increases in chloride levels in regional shallow wells (From ISWS)



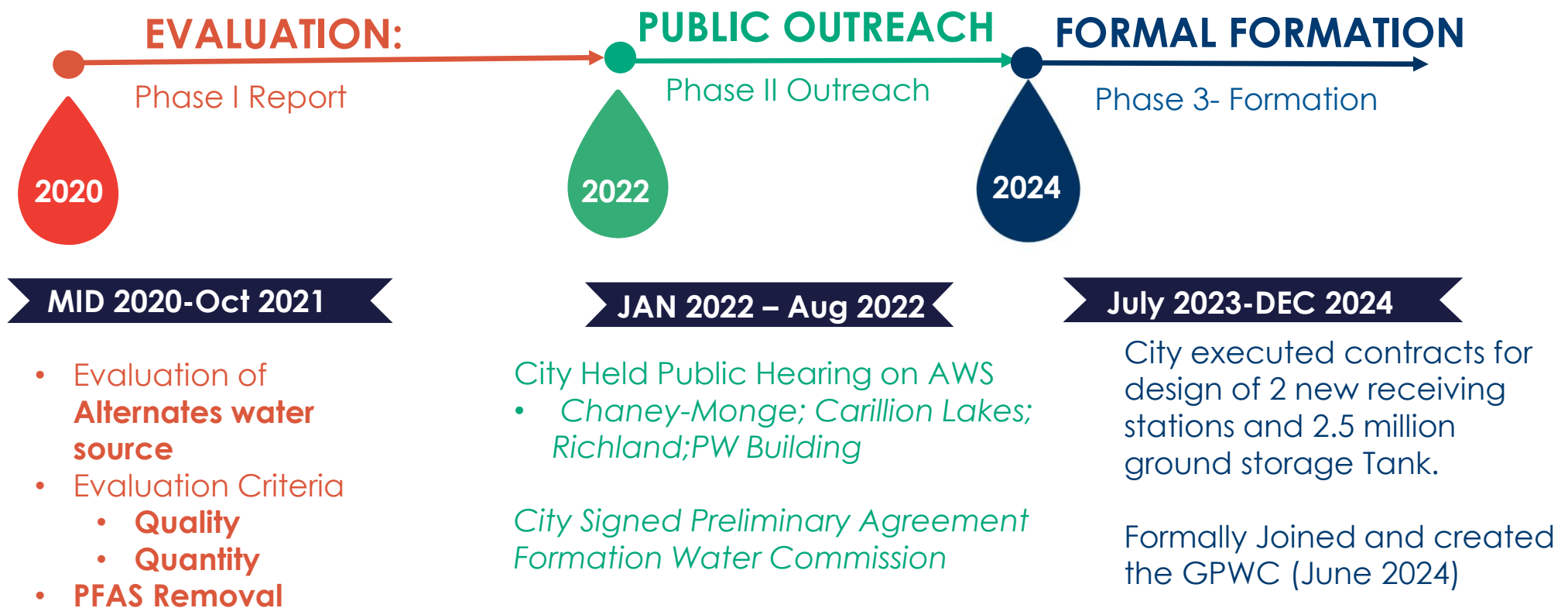
Existing Water Supply-8 shallow Wells

Wells are 350-500 ft Deep

Existing wells running 24 hours a day

Since 2015, City has been looking to expand number of wells
To address future growth
Reduce run time on each well
Address increasing Chloride Levels

Crest Hill Alternative Water Source Studies



New Water Source Selection



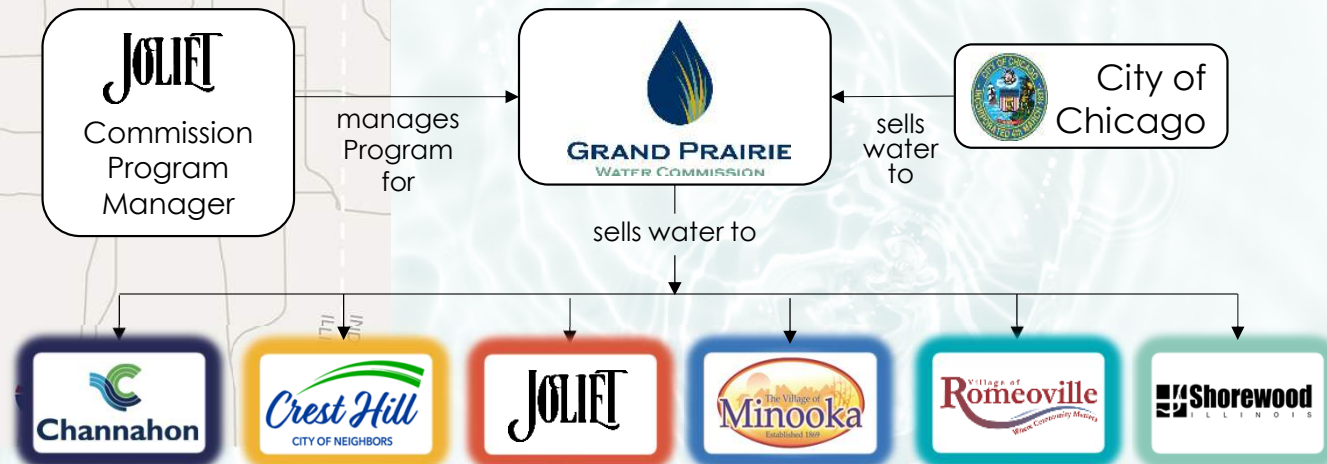
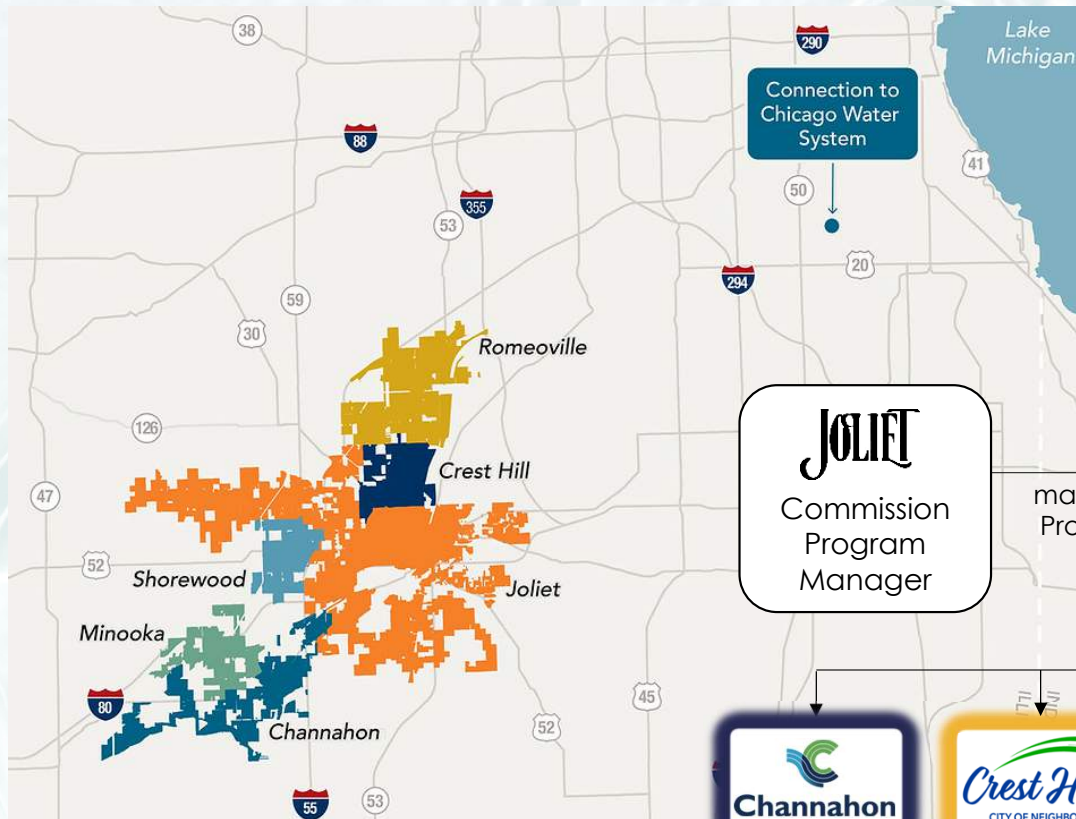
- ✓ Purchase treated water from the City of Chicago and pump to the southwest suburbs for distribution
- ✓ Final Water Supply Agreement between the City of Chicago and City of Joliet effective May 1, 2023 (assignable to the Commission)

Regional Solution



Grand Prairie Water Commission

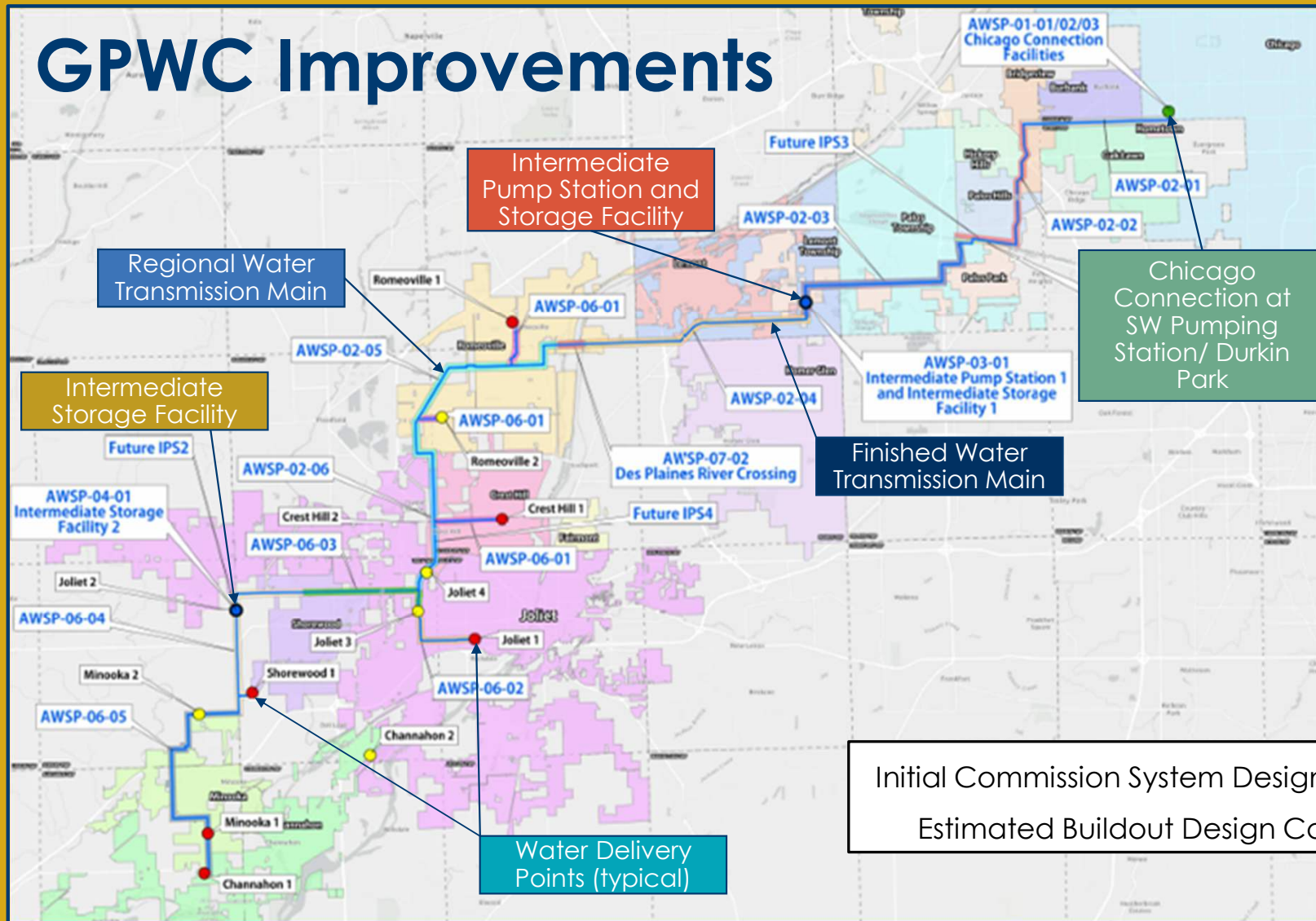
- 6 Member Communities
- over 250,000 people





Alternative Water Source Program (AWSP) Overview










GPWC Improvements



- Transmission Main
- Delivery Point
- Chicago Connection
- Primary
- Non-Primary
- Intermediate Location
- Member Community
- Channahon
- Crest Hill
- Joliet
- Minooka
- Romeoville
- Shorewood

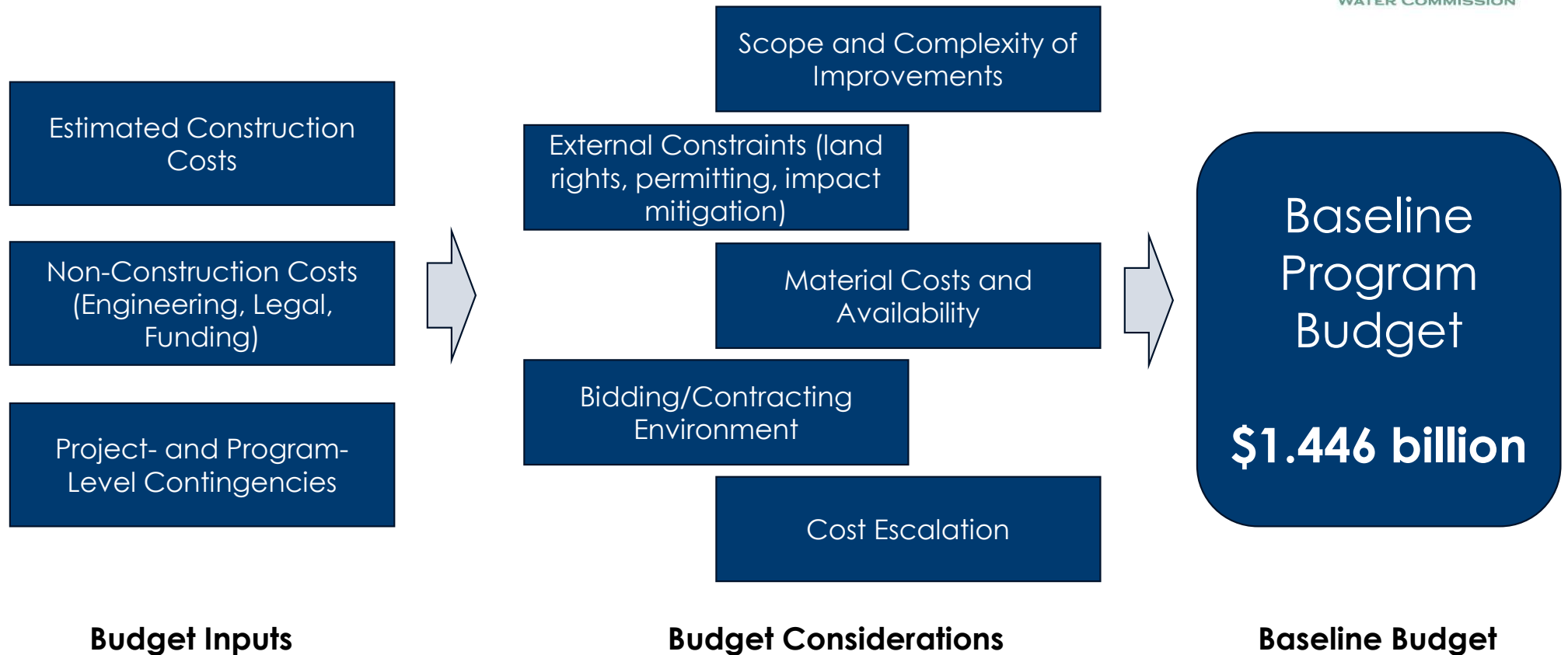
Initial Commission System Design Capacity = **55.3 MGD**,
Estimated Buildout Design Capacity = **103.7 MGD**



-  Transmission Main
 Delivery Point
 Chicago Connection
 Primary
 Non-Primary
 Intermediate Location
 Member Community
 Channahon
 Crest Hill
 Joliet
 Minooka
 Romeoville
 Shorewood

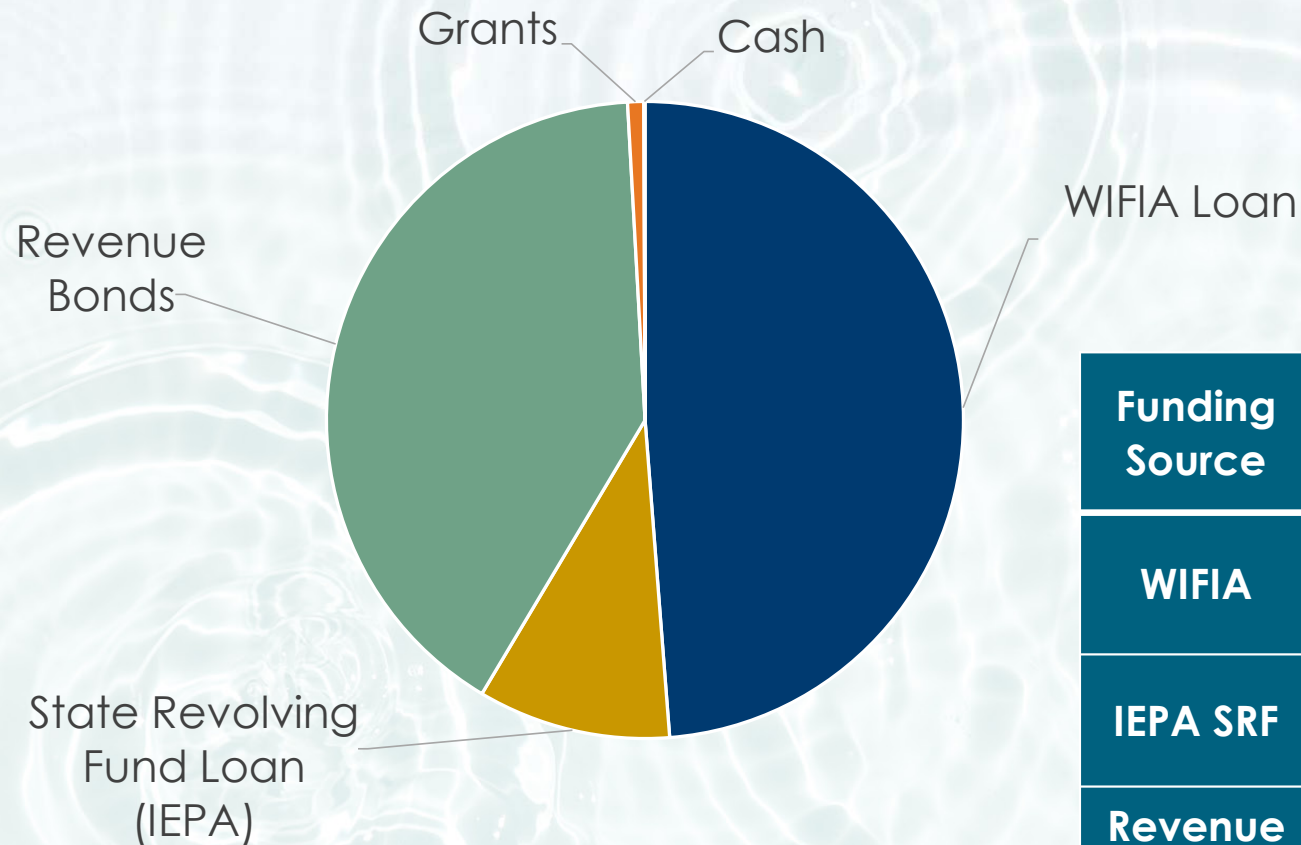
Baseline Budget 3.0

(Approved by Board of Commissioners 5/8/25)





Program Funding Strategy



GPWC Member System Improvements



In addition to Commission work, each commission member community must complete improvements within their own system to accept new water source

- Two days storage in system
- Additional distribution pipe, storage tanks, and booster pump stations
- Non-revenue water reduction
- Corrosion control studies & Water Source Transfer Planning
- Decommissioning of existing system





Recent Accomplishments



Highlights



- Grand Prairie Water Commission Formed ([June 2024](#))
- Received IEPA recognition as a Public Water Supply ([March 2025](#))
- Completed design and bidding of first Work Package AWSP-01-01 Tunnel Extension at Chicago Connection Facilities ([Notice of Award – December 2024](#))
- CIP Final Design Progressing (including field investigations)
- Land Acquired for 2 GPWC Facility Sites ([August 2024](#))
- Funding Progress with WIFIA, SRF & Grants
- Completed Annual Rebaselining – Baseline Budget & Schedule 3.0 ([May 2025](#))
- Established online map for construction updates on GPWC website ([April 2025](#))



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WATER COMMISSION

Look Ahead - Next 12 months



12 Month Look Ahead



- Continued Construction of AWSP-01-01 Tunnel Extension
- Continue progressing Final Design of remaining 26 AWSP Work Packages
- Continue coordination for land acquisition - easements, permits & intergovernmental coordination
- Bid out 7 Work Packages
- Assignment of Chicago-Joliet Water Supply Agreement to GPWC
- Continue to hold Contractor & Public Outreach events

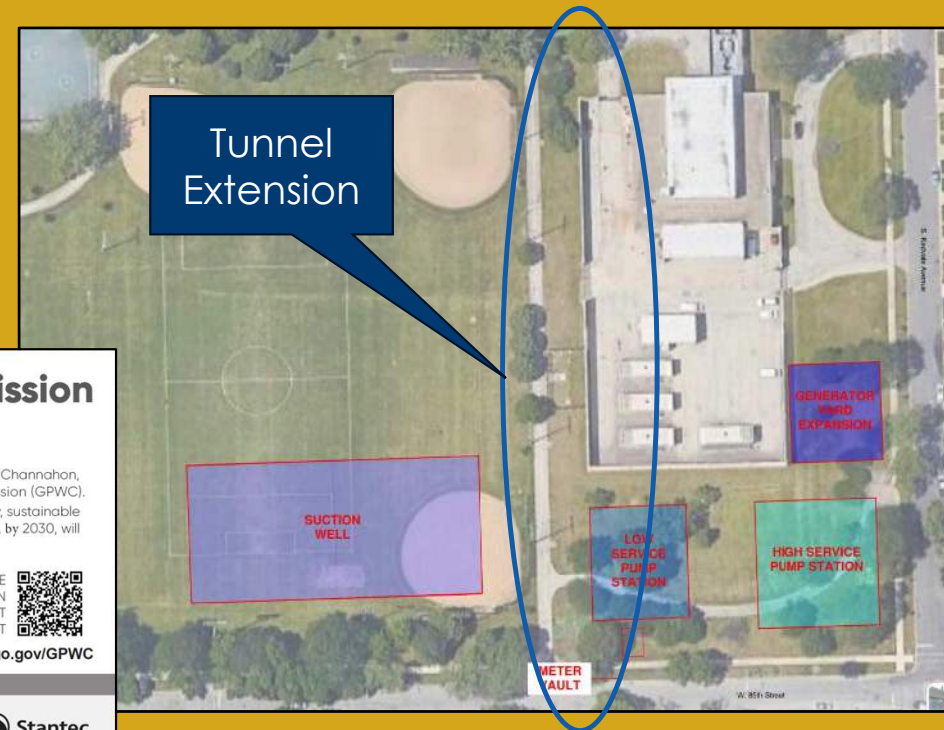


Construction Underway!



AWSP-01-01: Tunnel Extension

- 10-ft finished diameter
- 510 feet long, 120 feet below grade
- Notice to Proceed Issued 1/27/25
- Excavation beginning in June
- Final Completion by 12/18/26




Chicago & Grand Prairie Water Commission
WATER SUPPLY PROJECT

This historic project is a partnership between the City of Chicago and six southwest suburban communities (Channahon, Crest Hill, Joliet, Minooka, Romeoville, and Shorewood), which comprise the Grand Prairie Water Commission (GPWC). Funded by the GPWC, this water infrastructure project will enable these communities to receive high-quality, sustainable Lake Michigan water from Chicago – replacing underground aquifers that are rapidly depleting and which, by 2030, will no longer meet the water needs of the region.


Thank you, Durkin Park Community, Durkin Park Elementary, Alderman Curtis and the 18th Ward for your partnership and support of this important project!

CONSTRUCTION UPDATES 800-815-GPWC • www.gpwc-il.org/construction <https://chicago.gov/GPWC>

FOR MORE INFORMATION ABOUT THIS PROJECT



PROJECT PARTNERS



Anticipated Design Status: End of 2025



Legend	Conceptual Design	Siting / Routing Analysis	30% Design	60% Design	90% Design	100 % Design	Bidding / Contracting	Construction	Start-up & Commissioning
<ul style="list-style-type: none"> Task pending Task in progress/ongoing Task complete 									
CIP #1 Chicago Connection Facilities	●	●	●	●	●	●	●	●	○
CIP #2 Finished Water Transmission Main	●	●	●	●	●	●	○	○	○
CIP #3 Intermediate PS 1, Storage Facility	●	●	●	●	●	●	○	○	○
CIP #4 Intermediate Storage Facility 2	●	●	●	●	●	●	○	○	○
CIP #5 System-wide SCADA/Comm	●	●	●	●	○	○	○	○	○
CIP #6 Regional Transmission Network	●	●	●	●	●	●	●	●	○
CIP #7 Transmission Main Mega Crossings	●	●	●	●	●	○	○	○	○



Land Acquisition & Coordination



- Easement acquisition
 - More than 400 temporary and permanent easements required
- Permitting
 - More than 260 local, state, and federal permits required
- Intergovernmental Coordination
 - Adjacent municipalities, districts

Capital Improvement Projects (CIPs) Bidding in the next 12 months



- CIP#1: Chicago Connection Facilities
 - AWSP-01-02/-01-03: Suction Well and Low & High Service Pump Stations (Aug. 2025)
- CIP#2: Finished Water Transmission Mains
 - AWSP-02-01: Segment A (Jan. 2026)
 - AWSP-02-06: Segment F (Jan. 2026)
- CIP#3: Storage and Pump Stations
 - AWSP-03-01: Intermediate Pump Station 1 and Storage (Jan. 2026)
- CIP#6: Delivery Structures
 - AWSP-06-06: Water Delivery Structures 1 (July 2025)
 - AWSP-06-07: Water Delivery Structures 2 (Feb. 2026)
- CIP#11: Commissioning and Startup
 - AWSP-11-01: Program Commissioning and Startup (Oct. 2025)



Chicago-Joliet Water Supply Agreement



- Final Agreement was approved by the City of Chicago and the City of Joliet in April 2023
- **This Agreement is a culmination of Chicago's new approach to wholesale customers with cost-of-service rate methodology and formation of an Advisory Council.**
- **Agreement is in the process of being assigned to Grand Prairie Water Commission**

Water Management

DWM is committed to providing the highest level of professional services to

OUTREACH ACTIVITIES

Chicago Improvements at Southwest Pumping Station & Durkin Park

- Monthly Social Media Posts
- Quarterly Chicago Community Engagement Meetings
- Annual Contractor Outreach Event

What is this project about?

Have questions or want more information? We want to hear from you!

As work at Southwest Pumping Station & Durkin Park progresses, DWM, Joliet and the Chicago Park District will continue to work with 18th Ward Alderman Derrick Curtis and to communicate with the community about this important project. We stand ready to answer your questions! Please feel free to reach out to the following contacts at any time.

ALDERMAN DERRICK CURTIS
18TH WARD SERVICE OFFICE
(773) 284-5057
<https://www.facebook.com/aldermancurtis18ward>

CHICAGO DEPARTMENT OF WATER
MANAGEMENT
(773) 744-8846
DurkinParkComments@cityofchicago.org

CHICAGO PARK DISTRICT
42 - PLAY (7529)
www.chicagoparkdistrict.com

JOLIET
DEPARTMENT OF PUBLIC UTILITIES
(815) 744-4220
www.rethinkwaterjoliet.org

We fully acknowledge Durkin Park School Principal Charles E. Beavers for facilitating our Community Outreach this project.

Timeline: Improvements at Southwest Pumping Station & Durkin Park

2022-2024
Design & Engineering
Improvements & new amenities completed at Rainey, Bogan, and Scottsdale Parks

2025-2027
Construction at Durkin Park

2028
Durkin Park restored with new athletic/soccer field

2024-2030
Construction at Southwest Pumping Station

2030

Chicago-Joliet Water Supply Agreement, Improvements at Southwest Pumping Station & Durkin Park:

Background, Facts & Benefits to the Community



Water Source Program

Contractor Outreach Event

Wednesday, November 14, 2024

08:30-11:00 AM CST

AT
Joliet Junior College
1215 Harold Road, Joliet, Illinois 60431
Event Center Room: EC2001/EC2002

FOR
Qualified contractors interested in future infrastructure construction opportunities.

TO LEARN
The members of the Grand Prairie Water Commission (currently in formation) invite contractors to receive updates and ask questions regarding the proposed Alternative Water Source Program (AWSP) planned to bring Lake Michigan water to Channahon, Crest Hill, Joliet, Mokena, Romeoville, and Shorewood. Information on local projects planned by the individual commission members will also be presented.

ABOUT THE PROGRAM
The AWSP will include construction of a new, publicly-owned drinking water infrastructure system, needed to provide the region with a sustainable, long-term source. The Commission will own and operate the AWSP infrastructure. Treated Lake Michigan water will be purchased from the City of Chicago and conveyed through a regional water transmission system to delivery points for the six Commission member communities. The \$2.3 million public utility (PU) system of water transmission pipeline, pumping stations, storage facilities, and delivery/distribution stations will be used to provide drinking water to a projected 2000 service population of 388,000 people.

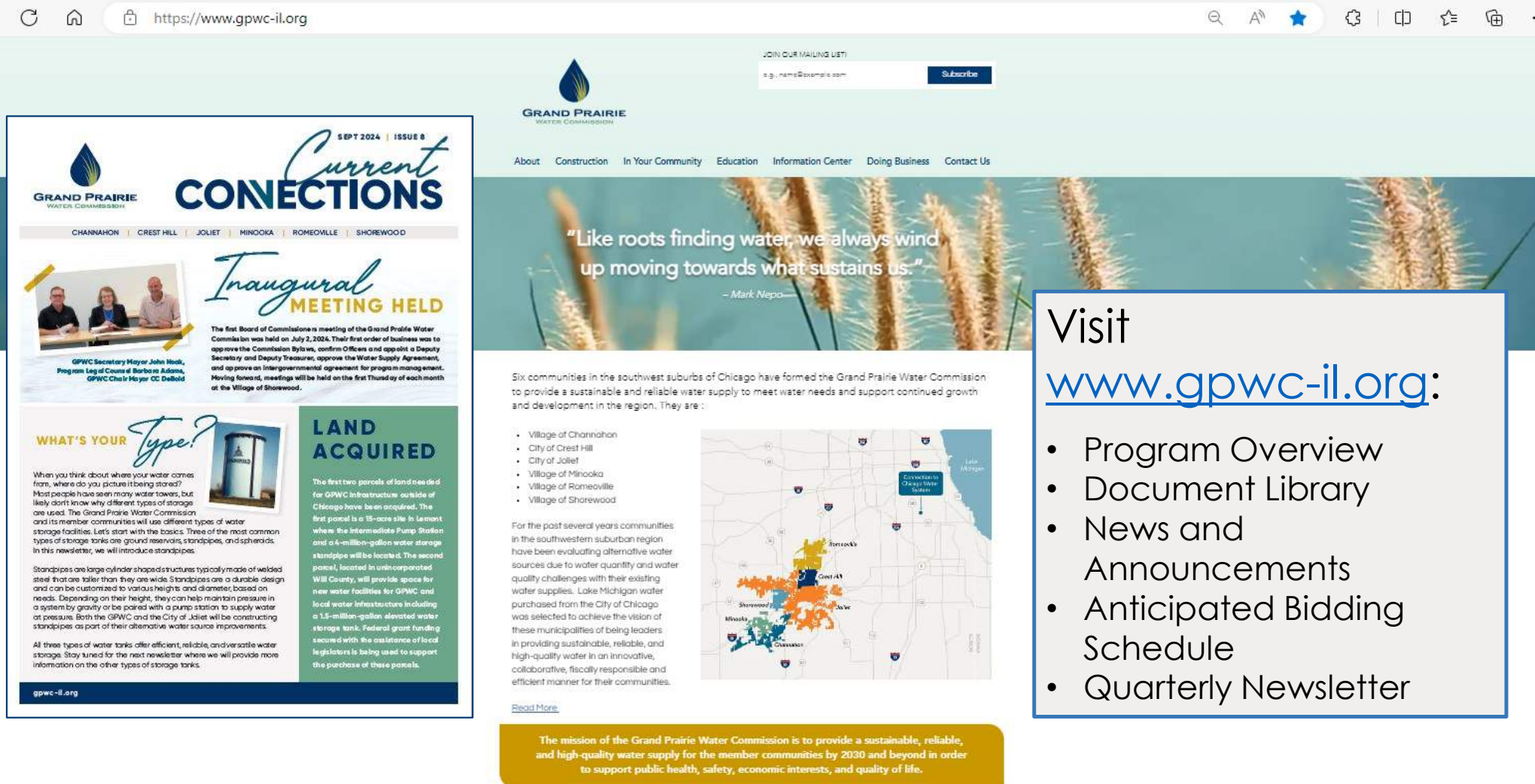
For more information visit to the Grand Prairie Water Commission, please visit our website at www.gpwc.org.

AGENDA (GMT)

08:30-09:30: Welcome

09:30-09:45: Opening Remarks

For more Information, visit the GPWC Website:





GRAND PRAIRIE
WATER COMMISSION

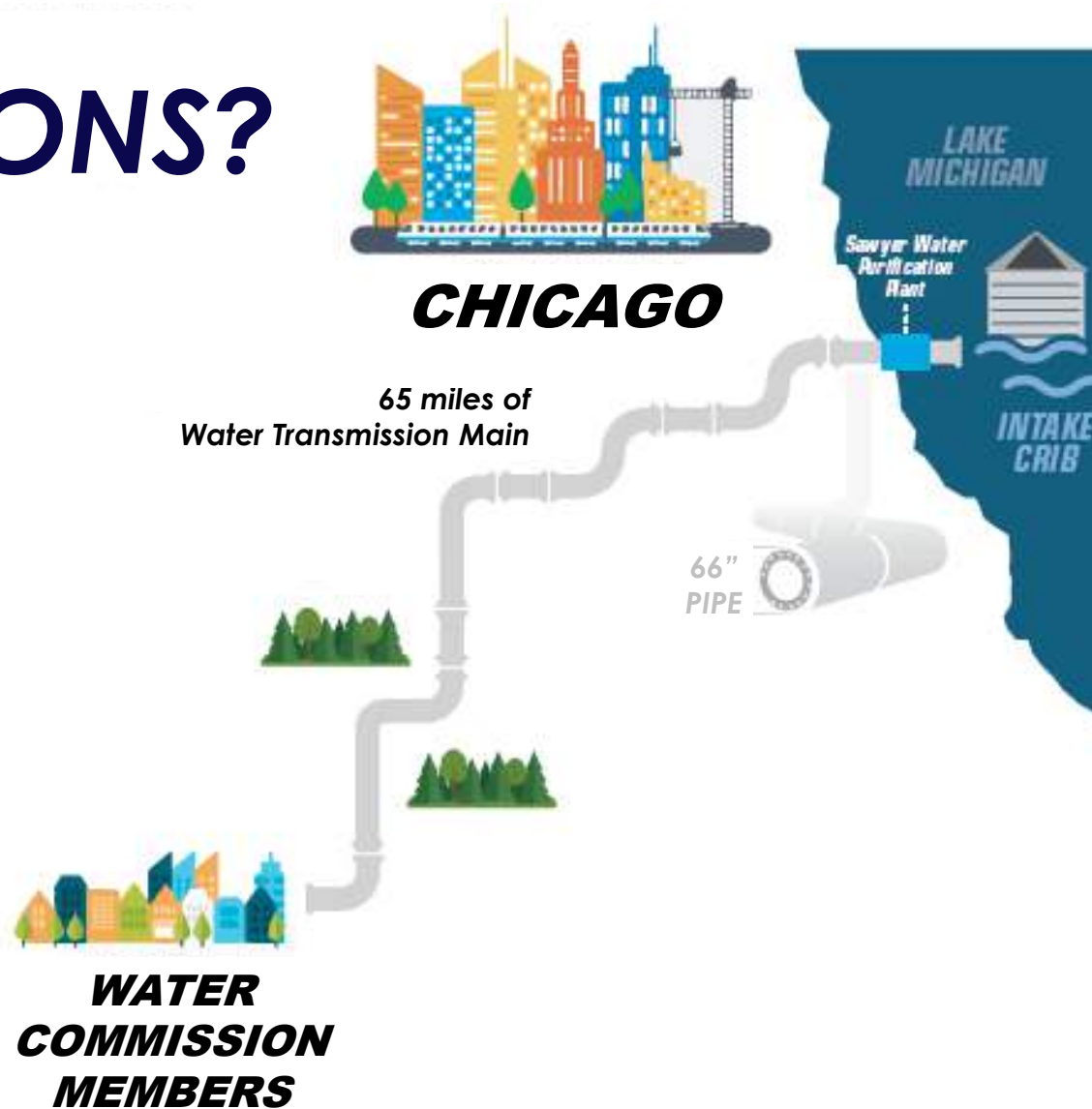
QUESTIONS?

Visit us at www.gpwc-il.org

2030



**Delivering
Lake Michigan Water
to a Growing Region**



MINUTES OF THE WORK SESSION
CITY COUNCIL OF CREST HILL
WILL COUNTY, ILLINOIS
June 23, 2025

The June 23, 2025, the 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 Treasurer Jamie Malloy, City Clerk Christine Vershay-Hall, Alderman Deserio, Alderman Darrell Jefferson, Alderwoman Claudia Gazal, Alderperson Tina Oberlin, Alderman Mark Cipiti, Alderman Nate Albert.

Also Present were: City Administrator Blaine Wing, Finance Director Glenn Gehrke, Interim Public Works Director Julius Hansen, Community & Economic Development Director Patrick Ainsworth, City Attorney Mike Stiff.

Absent were: Alderman Scott Dyke, Alderman Joe Kubal, Police Chief Ed Clark, City Engineer Ron Wiedeman, Community Development Consultant Ron Mentzer, Building Commissioner Don Seeman, Interim Human Resource Manager Dave Strahl.

Mayor Soliman excused Alderman Dyke and Alderman Kubal from tonight's meeting.

TOPIC: Updated MOU for Car Care Towing

Mayor Soliman commented that this is informational only at this time. This is a change in ownership for one of the towing companies that the City uses for accidents and abandoned vehicles.

Mayor Soliman asked if anyone had any questions, they could reach out to Deputy Chief Ryan Dobczyk.

TOPIC: East STP Pump Replacement

Mayor Raymond Soliman called on Julius Hansen, the Interim Public Works Director, to discuss the East Wastewater treatment plant pump replacement. Interim Director Hansen explained there were two options: repairing the existing pump for about \$30,000 or replacing it with a new pump for \$43,116.00. He recommended the new pump option, as the repair would leave the old impeller in place, which could have undetectable metal fatigue.

Interim Director Hansen requested approval for a not-to-exceed amount of \$55,000 for the new pump and motor rebuild. He noted the motor rebuild cost of \$10,000 would be required regardless of which option was chosen.

Council members asked clarifying questions about the impeller and the company doing the work. Interim Director Hansen explained he had limited history with the City but the manufacturer LAI, who they have worked with before, recommended DMI for the motor rebuild.

Mayor Soliman requested an informal vote for the purchase of a new pump in the amount of \$55,000.00.

AYES: Ald. Deserio, Jefferson, Oberlin, Cipiti, Albert.

NAYES: None.

ABSTAIN: Ald. Gazal.

ABSENT: Ald. Dyke, Kubal.

It was stated that they will look into the company and talk to other municipalities for references.

Interim Director Hansen stated that the motor is already at the company and taken apart to review.

TOPIC: 1813 Broadway – Variation for the Multi-Family

Mayor Raymond Soliman introduced the agenda item concerning 1813 Broadway, noting that it was agenda item number five. The applicant, represented by Brian Gould, was seeking variations for an existing four-unit non-conforming multifamily structure in the R3 zoning district. Due to structural issues discovered during renovation, partial demolition was required, triggering the need for variations to maintain its non-conforming status.

Patrick Ainsworth, the Economic and Community Development Director, provided additional background, stating that on June 12th, 2025, the applicant and his architect went before the Plan Commission. They received unanimous approval to recommend variations to the City Council, allowing the property to maintain its non-conforming status. Director Ainsworth explained that significant upgrades in parking, lighting, and landscaping had been made to bring the property up to modern standards. The property owner was working closely with city staff to address the inherited code violations and ensure compliance with the current regulations.

Mr. Gould elaborated further, describing the property's history as an old farmhouse converted over time to a multifamily dwelling. He explained that the applicant had inherited a lengthy list of violations from the former owner, who sold the property without resolving these issues. Mr. Gould assured the Council that despite the challenges, the applicant was committed to making the necessary improvements and that the renovation work was already underway.

The Council expressed concerns about potential overcrowding in the units due to their smaller size. Mr. Gould assured them that the applicant was aware of occupancy limits and informed the Council that proper management would be enforced. The applicant, a local business owner familiar with the area, would manage the property responsibly and ensure that all residents adhered to city codes.

Mayor Soliman asked if anyone in the audience would like to speak for or against the multiple variations for 1813 Broadway Street. There was no one in the audience that spoke.

Attorney Stiff commented that the ordinance in the packet does have conditions that were recommended by the Plan Commission.

Director Ainsworth read the eight (8) conditions that were in the packet, which are:

1. Remove existing private concrete stairs that connect to the public sidewalk along the west side of Broadway St. and restore disturbed area with grass.
2. Obtain a building permit and construct new refuse container enclosures in the locations reflected on Proposed Site Plan (Staff Report Exhibit F). The design of these enclosures shall comply with applicable City design requirements.
3. Reside and trim all four sides of the 4-unit building with LP Smart Siding composite trim and shake shingle accent details in substantial conformance with the Proposed Elevation Plan (Staff Report Exhibit H).
4. Obtain a building permit and pave the proposed driveway/parking improvements on the property in substantial conformance with the location and dimensions reflected on Proposed Site Plan (Staff Report Exhibit F). The design and striping of these improvements shall comply with applicable City design requirements.
5. Install new “One-Way Entrance” and One-Way Exit” Directional signs on the Subject Property at each private driveway connection to Broadway Street.
6. Restore Disturbed areas on the site that will not be covered with structures or pavement with topsoil and grass or mulch.
7. Install and maintain the landscaping reflected on the proposed Landscape Plan (Staff Report Exhibit I)
8. Amend existing building permit for the building renovation project to accommodate the installation of building mounted light fixtures that would illuminate the proposed parking spaces in front of the building. Cut sheets and mounting details for said fixtures shall be provided in the building permit amendment submittal. Said light fixtures shall be flat glass fixtures mounted so the lens of the fixture is oriented parallel to the ground surface below. “Flood lights” designed and mounted to project light perpendicular to the ground surface are prohibited.

Mayor Soliman asked for an informal vote for 1813 Broadway Street.

AYES: Ald. Deserio, Jefferson, Gazal, Oberlin, Cipiti, Albert.

NAYES: None.

ABSENT: Ald. Dyke, Kubal.

TOPIC: 1800 Dearborn Street – SU Permit and Variations for the Reactivation of the Church – Applicant is Redemption Hour Ministry

Economic and Community Development Director Patrick Ainsworth presented detailed information regarding the application from Redemption Hour Ministry to reactivate the former St. Ann's Catholic Church located at 1800 Dearborn Street. He highlighted that on June 12th, the Plan Commission had unanimously recommended approval of the special use permit and variations despite the property having previous non-conforming issues under zoning due to its unique history as an existing church with no prior special use permit. This presented an opportunity for the Council to formalize its use as a church under new ownership.

The applicant, represented by Pastor Henry Amegatcher, provided an inspiring and comprehensive presentation about their ministry's values, history, as well as their strategic plans for infusing life back into the church. Pastor Amegatcher assured Council members that there would not be substantial alterations to the building's structure, signifying their respect for the historical and emotional value it holds for many in the community. Instead, they planned to maintain its character while ensuring that no alcoholic activities would be

permitted on the premises, aligning with their philosophy of hosting sober, community-building gatherings.

Council members reflected positively on the proposal with a particular emphasis on Pastor Amegatcher's dedication and vision for the church's role in community service. They considered the condition to prohibit alcohol on the property to protect the integrity of the neighborhood and the sanctuary. This condition was discussed in depth and included within the proposal as a testament to the shared values between the church and the community.

Several Council members shared personal anecdotes reflecting their own connections to the former St. Ann's Church, illustrating the deep-rooted significance it holds within the local history. Council members also welcomed Pastor Amegatcher and the congregation to the community. This added layers to the conversation, uniting memories with future possibilities offered by Redemption Hour Ministry's plans.

Mayor Soliman noted that there was not a condition stating no alcohol on the premises. He then commented that a special use goes with the property and asked if by chance in twenty years, Redemption Hour Ministry is no longer there, and a new establishment comes in they could use alcohol at the premises since there is no condition regarding no alcohol on the premises. Mayor Soliman commented that he would like to see a condition added stating no alcohol beverages on the premises. Pastor Amegatcher was agreeable to adding that condition.

Alderman Albert commented that he does not like the fact of having the alcohol limitation because St. Anne's Church was able to have alcohol and wondered why they would make that restriction now. Mayor Soliman commented that it was through the Diocese Liquor License.

Mayor Soliman asked if there were any objections by the Council to add the condition that no alcohol would be on the premises. No objections were made.

Mayor Soliman asked if anyone in the audience would like to speak for or against Redemption Hour Ministry.

Davion Smith, a member of Redemption Hour Ministries, took the opportunity to express his strong support for the application for the church property at 1800 Dearborn Street. As a new member of the congregation, Mr. Smith shared his personal journey over the past four to five months since joining the ministry. He highlighted the significant and positive impact that the organization has had on his life. According to Mr. Smith, before joining Redemption Hour Ministry, he was facing financial challenges; he did not have a car and was riding a bike to work under difficult circumstances. However, since becoming a part of the organization, he has experienced considerable improvements in his circumstances.

He credited the church community's support and programs for helping him secure a good-paying job and enabling him to purchase a vehicle, marking a notable turnaround in his financial and personal life. Mr. Smith emphasized how the ministry's focus on uplifting individuals, like himself, through guidance and practical assistance had provided him with stability and hope for the future. He described the organization as playing an instrumental role in helping him set his life back on the right path and expressed profound gratitude for the positive changes he had experienced due to the ministry's influence. His testimony

served as a commendation for the kind of outreach that Redemption Hour Ministries extends to its members, highlighting the community-driven and life-affirming mission that they intend to carry forward at the Dearborn Street church property.

Mayor Soliman asked for an informal vote for Redemption Hour Ministry located at 1800 Dearborn Street along with adding the condition of no alcohol on premises and property.

AYES: Ald. Deserio, Jefferson, Gazal, Oberlin, Cipiti.

NAYES: None.

ABSTAIN: Ald. Albert.

ABSENT: Ald. Dyke, Kubal.

Mayor Soliman stated that this will be on the July 7th Meeting agenda.

TOPIC: A Resolution for Amendment No 1 to the June 16, 2025, Agreement for Phase 1 – CIPP Water Main Rehabilitation by and Between the City of Crest Hill, Will County, Illinois and Strand Associates for No Change in Cost and A Resolution for Amendment No 3 to the August 31, 2023, Agreement for Design and Bidding – Related Services for CIPP Water Main Rehabilitation by and Between the City of Crest Hill, Will County, Illinois and Strand Associates, Inc. for No Change in Cost

City Administrator Blaine Wing addressed both items on the agenda concerning amendments to existing agreements with Strand Associates for CIPP Water Main Rehabilitation projects. He presented these amendments collectively, providing an explanation about the necessity of addendums to both contracts.

Administrator Wing stated that these changes did not imply any additional cost burden on the city. In fact, the alterations would culminate in a financial saving exceeding \$250,000 for the city. This significant cost-saving measure presented a notable advantage to the ongoing projects and underlined the effective management and negotiation efforts of the city's administrative team.

Seeking the Council's permission, Administrator Wing advocated for granting Mayor Raymond Soliman the authority to sign the addendum documents proactively. However, he clarified that the formal ratification of these amendments would occur at the upcoming City Council meeting on July 7th. This approval process was underscored with a sense of urgency, as the signed documents needed to be submitted by June 30th.

Mayor Soliman asked for an informal vote.

AYES: Ald. Albert, Cipiti, Oberlin, Gazal, Jefferson, Deserio.

NAYES: None.

ABSENT: Ald. Dyke, Kubal.

TOPIC: Duck/Geese Crossing Warning Signs Knapp – Provide Direction to Staff for the Installation of These Signs by Public Works

City Administrator Blaine Wing presented information about installing duck and geese crossing warning signs. He provided the Council with various sign options and potential locations for installation. Alderwoman Gazal suggested that the signs include words like "slow" or "caution" to enhance safety measures and to clearly communicate the intended caution to drivers. One Council member also suggested that the signs feature images, such

as a picture of a mother duck with ducklings, to effectively capture the attention of drivers, as ducks cannot read, and it would help in visually communicating the need to slow down.

The discussion expanded to include additional safety measures, such as the possibility of adding flashing lights to existing signs on Weber Road. However, it was noted that implementing flashing signs would require coordination with the county authorities, as Weber Road is under their jurisdiction. This highlighted the complexities involved in making infrastructural changes on county-controlled roads and the need for collaborative efforts between the City and County.

Administrator Wing took note of the Council's input and mentioned that he would research sign designs used in neighboring communities to ensure consistency and effectiveness. This research would also include exploring options that incorporate the suggested cautionary wording and visual elements. Administrator Wing committed to updating the Council once the signs had been ordered and further assured them that any selected designs would aim to improve public safety and driver awareness in areas identified as needing duck crossing warnings.

TOPIC: Text Amendments to the City of Crest Hill Zoning Ordinance

Economic and Community Development Director Patrick Ainsworth presented the proposed text amendments to the Crest Hill Zoning Ordinance, which revolved around four central themes aimed at refining existing regulations and introducing new definitions to streamline the regulatory process:

1. **Vehicle Storage and Salvage:** The amendments sought to clarify definitions and uses related to auto wrecking, salvage, and junkyards. A pivotal change was introducing more precise terms like "inoperable vehicle," distinguishing it from "operable vehicle," and revamping the definitions to better categorize various types of vehicle-related storage and salvage activities. This also included removing certain elements from broader categories like junkyard and salvage yard to provide a clear and focused definition specifically for motor vehicle salvage and wrecking facilities.
2. **Contractor and Landscape-Based Businesses:** Recognizing a notable presence of contractor-based and landscape businesses in the area, these amendments aimed to permit such enterprises as special uses within specified zoning districts. This would include additional zoning districts where these businesses can operate following a special use approval, specifically focusing on streets like Theodore, Rock Run, and Broadway. The amendments also laid out specific requirements for parking, setbacks, and screening to ensure these businesses operate harmoniously within the community.
3. **Alternative Beauty Businesses:** A notable addition was the introduction of definitions and regulatory requirements for alternative beauty and personal service businesses. Recognizing the emergence of hybrid beauty businesses that were not previously well-defined, the amendments aimed to provide a structured framework for such businesses to operate. This involved defining a range of services under new terms, such as aesthetician services, and ensuring they would be subjected to a special use permit process, ensuring compliance with location and operational standards.
4. **Firearm-Related Businesses:** A significant enhancement involved incorporating regulations for firearm-related businesses which were previously absent from the zoning ordinance. To ensure safety and community compatibility, regulations were

established to control locations where firearm-related activities could occur. This included implementing a buffer zone of 150 feet between firearm-related businesses and sensitive areas such as schools, parks, and churches. Each application for a firearm-related business would now undergo a thorough vetting process to ensure compliance and mitigate any potential community concerns.

Mayor Soliman asked if anyone in the audience had any questions for Director Ainsworth.

Stuart Soifer, a resident, questioned if the businesses are done in residential districts. Director Ainsworth commented that there is a home-based business ordinance and if it is not within that code section, it is not permitted based on that existing code and will encourage them to find a commercial space.

Director Ainsworth emphasized that these amendments were designed to eliminate ambiguities, introduce comprehensive definitions, and bolster the city's regulatory framework to manage the city's diverse business landscape effectively. The new regulations were crafted in conjunction with City Attorney Mike Stiff and Planning Commission members, aiming to address the ongoing evolution of business practices in Crest Hill.

Mayor Soliman asked for an informal vote.

AYES: Ald. Gazal, Jefferson, Deserio, Albert, Cipiti, Oberlin.

NAYES: None.

ABSENT: Ald. Dyke, Kubal.

TOPIC: Discussion and Update on My Waffle

City Attorney Stiff commented that this should not be discussed in an open session and asked for a motion to go into executive session on litigation under 5ILCS 120/2(c)(11).

Mayor Soliman commented that they want to finish with the rest of the agenda and then go into executive session.

PUBLIC COMMENTS:

Stuart Soifer, a resident, commented that he can give a name of a company for the signs that would not cost \$15,000.00 and he was told that the \$15,000.00 is just the amount that was budgeted for signage.

MAYOR UPDATES:

There were no Mayor updates.

COMMITTEE/LIAISON UPDATES:

Council members discussed the need to officially record recent changes to committee chair assignments. Mayor Soliman then stated who was on each committee:

Beautification – Alderman Dyke and Alderman Deserio
 Events – Alderwoman Gazal and Alderman Jefferson
 Lidice – Alderperson Oberlin
 Veterans & Police Memorial – Mayor Soliman

Mayor Soliman agreed to include this on the July 7th meeting agenda.

CITY ADMINISTRATOR UPDATES:

City Administrator Blaine Wing provided several updates, covering a range of operational and structural topics.

Illinois Municipal League Event: Administrator Wing began by reminding Council members about the upcoming Illinois Municipal League event. He emphasized the importance of the event, noting that funds for attending were already budgeted. Mr. Wing requested Council members inform Marybel about their availability and intentions to attend, allowing efficient coordination for registration and hotel bookings.

City Plaque: He then recommended the placement of the new city plaque outside the Council Chambers, explaining that this location was practical and would help preserve the plaque from the elements.

Website Upgrade: Discussing digital infrastructure, Administrator Wing outlined plans to refresh and update the City's website. This would address both an overdue refresh cycle due to previous delays and forthcoming compliance requirements associated with the Americans with Disabilities Act. The upgrade aimed to enhance functionality, streamline city communications, and allow residents to process payments more efficiently.

Ceiling Projector Proposal: Administrator Wing proposed the installation of a ceiling projector and dropdown screen in the Council Chambers to facilitate clearer presentations and better engagement during meetings. This would replace the less effective and cumbersome television screen currently in use. He highlighted that the expected cost would remain under \$10,000, making it a feasible improvement within the budget.

Staffing Updates: A significant update concerned staffing, particularly the unexpected withdrawal of the Public Works Director candidate. Administrator Wing described ongoing efforts to recruit effectively, asserting plans to leverage both direct recruitment and the use of temporary or interim positions. He also shared positive news about new maintenance workers joining after successful background checks and noted appointments set before the upcoming Fourth of July holiday.

Department Evaluations: Administrator Wing elaborated on continuous evaluations of each city department to formulate potential restructuring recommendations, aiming to optimize city operations and align them with strategic goals.

Council Agenda Streamlining: Additionally, he suggested streamlining Council agendas by incorporating a consent agenda, which would help make Council meetings more efficient by allowing non-controversial items to be approved with a single vote.

Emergency Purchase Procedures: Finally, he proposed a process for managing emergency purchases. Emphasizing quick response for health and safety issues, Administrator Wing recommended bringing emergencies to the Council's attention for guidance before formal action at the next Council meeting. Council members expressed appreciation for Administrator Wing's comprehensive approach and provided feedback on the various proposals, reflecting a collaborative atmosphere.

Historical Items Display: In a related discussion, Mayor Soliman mentioned the idea of preserving and displaying historical items from the old City Hall, such as a plaque with names of previous Mayors and Council members. The Council was supportive of this initiative, acknowledging its importance in honoring the City's history.

Mayor Soliman stated that there is a need for an executive session for litigation under 5ILCS 120/2(c)(11).

(#1) Motion by Alderperson Oberlin seconded by Alderman Jefferson, to go into an executive session on litigation 5 ILCS 120/2(c)(11).

On roll call, the vote was:

AYES: Ald. Deserio, Jefferson, Gazal, Oberlin, Cipiti, Albert.

NAYES: None.

ABSENT: Ald. Dyke, Kubal.

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

Executive Session 8:43 p.m.

(#2) Motion by Alderperson Oberlin seconded by Alderman Jefferson, to reconvene from the executive session on Personnel 5 ILCS 120/2(c)(11).

On roll call, the vote was:

AYES: Ald. Gazal, Oberlin, Cipiti, Albert, Deserio, Jefferson.

NAYES: None.

ABSENT: Ald. Kubal, Dyke.

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

Reconvened 9:03p.m.

There being no further business before the Council, and no action needed from the executive sessions, the meeting is adjourned.

The meeting adjourned at 9:03 PM.

Approved this ____ day of _____, 2025.

As presented _____

As amended _____

CHRISTINE VERSHAY-HALL, CITY CLERK

RAYMOND R. SOLIMAN, MAYOR

MINUTES OF THE WORK SESSION
PUBLIC WORKS OF CREST HILL
WILL COUNTY, ILLINOIS
June 30, 2025

The June 30, 2025, City Council work session was called to order by Mayor Raymond R. Soliman at 6:00 p.m. at the Public Works Building, 2090 Oakland Avenue, Crest Hill, Will County, Illinois.

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

Also Present were: City Administrator Blaine Wing, Interim Public Works Director Julius Hansen, City Engineer Ron Wiedeman.

Absent were: City Attorney Mike Stiff, Finance Director Glenn Gehrke, Interim Employee Relations Dave Strahl, Police Chief Ed Clark, Building Inspector Don Seeman, Community & Economic Development Director Patrick Ainsworth.

TOPIC: PFAS Discussion

Mayor Soliman welcomed everyone and explained how the meeting would be conducted.

Mayor Soliman commented that they did not create this problem, but we will have to deal with it, and this is happening all over the United States and PFAS has been around for over fifty (50) years. He explained that anything that is nonstick is due to PFAS, and any rain/reflective clothing has PFAS, so this is not going away and is entering the ground since we have shallow wells.

When the public was notified of the PFAS, it is the same time that they found out and they are looking at people that have experience in this to guide us along with their knowledge.

In 2021, we held four (4) public meetings, the first one was at the Public Works Department, then Chaney Monge School, Richland School, and finally Carillon Lakes Community.

Mayor Soliman commented that the best option for the City of Crest Hill was to join the water commission along with the six (6) communities to bring Lake Michigan water to the City of Crest Hill. He then commented that it took two years to get an allocation from the City of Chicago.

Mayor Soliman then commented that three (3) years ago the City had their water tested and did not receive the results until 2025, and the IEPA gave the City four (4) years to resolve the problem. The City has already invested \$30,000,000.00 into getting Lake Michigan Water and we should have it in the fall of 2030.

City Engineer Ron Weideman gave some history on what could be done.

The city has been addressing the limits on the PFAS and working with the IEPA to get all the approvals and anything we do has to be approved by the IEPA.

It was asked if there are any filtrations that we can add and was told it would not be a good idea since they are noisy, and the wells are in residential areas.

There is a private company testing the water at the wells and we have two (2) residential homes in each ward to monitor the levels of PFAS.

It was stated that PFAS has been around since the early 1940's and the IEPA is giving the City of Crest Hill until 2029 to get this corrected.

Everyone is encouraged to go to the IEPA website and see what residents can do, what products there are to use and check the PFAS limits.

Interim Public Works Director Julius Hansen gave a brief report.

Mayor Soliman asked if any of the Council had any comments.

Aldersperson Oberlin commented that she does not take this PFAS lightly after doing her homework on the PFAS and she wants everyone to do their homework and see what they can do to help themselves.

Alderman Cipiti thanked everyone for coming out.

Alderman Albert commented that we did not create this problem that several businesses are responsible for some of these problems.

Alderman Kubal commented that several of the residents in Carillon Lakes are not from this area.

Alderwoman Gazal commented that the residents' concerns are their concerns, as well.

Alderman Jefferson commented that PFAS is very serious.

Alderman Deserio commented that he is looking forward to having Lake Michigan Water.

Alderman Dyke commented that there were a lot of questions that needed answered, that our staff is working and we are also working on getting the City better water.

City Administrator Blaine Wing stated that we will be dedicating a website strictly to the water.

PUBLIC COMMENT:

Mayor Soliman opened the floor to the residents for comments and questions.

Matt, a resident, asked what the city is going to do until 2030 when we have Lake Michigan Water, and will they be monitoring the wells? City Engineer Wiedeman commented that they are doing a study and the IEPA will need to approve it. It was then asked if there is any burden to the taxpayers, and it was commented that not now but possibly in the future.

John, a resident, asked if all the pipes were going to be lined? Engineer Wiedeman commented that there are certain pipes being lined already.

John also asked if once we get Lake Michigan Water will the lines be flushed and he was told by Engineer Wiedeman that there will be a process but what sections will be first and the timing is unknown at this time. Engineer Wiedeman also commented that the City must be able to hold two (2) days of water in case there a situation happens but anything over the two (2) days the City will need to turn back on the wells.

John asked if the businesses and homes would be able to withhold the pressure, and Engineer Wiedeman commented that the pressure would not change. John then asked if the water tower on Gaylord is back up and running, and it was commented that it is back up and running.

Mike, a resident, asked if the City knew in 2021 of the problem why did they not do anything until 2023? Mayor Soliman commented that they were contacted by the IEPA in 2021 that we may have a problem. Mike then asked why the residents were not notified in 2021 so they could have had the opportunity to move out of the City? Mayor Soliman commented that they did notify the residents with the four (4) public meetings that were held.

Mark, a resident, commented that we knew we had PFAS but did not know the level or how long it had been like that. Engineer Wiedeman commented that the two (2) wells that are testing the highest had no reason that could be causing this.

Mark commented that the residents closer to these wells are getting more, and Engineer Wiedeman commented that all the wells have PFAS in them.

Mark asked if there is still a problem with Lake Michigan Water, and Engineer Wiedeman commented he is not sure.

Mark also asked if the level of Lake Michigan drops. Engineer Wiedeman commented that there is a limit on the amount of water we can pull.

Tony, a resident asked what kind of programs are available to lower income residents? Mayor Soliman commented that they can reach out to Will County Community Concerns.

Linda Dyke, a resident, asked if the City can do anything like the sidewalk program and have a 50/50 program for the water filtration and Mayor Soliman commented that we are waiting for the funding.

Ms. Dyke also commented that since ward one has the wells that are the worst will they be shut down after receiving Lake Michigan Water? Engineer Wiedeman commented that they will be shut down but be available in case we have an emergency situation.

Jessie (Herald News) stated that she wants to know about the lawsuit that is going on. Mayor Soliman commented that he is going to refrain from answering that question since we are still in litigation.

Brad Smith, a resident, who has been a pipe fitter and worked on the shorelines of Lake Michigan would like to know if we are trading one contaminant for another? Mayor Soliman commented that when they took a tour of the location it was amazing the amount of people that are working on the water around the clock. Engineer Wiedeman commented that it will be filtered in two (2) locations in Chicago.

MAYOR UPDATES:

There were no updates.

COMMITTEE/LIAISON UPDATES:

There were none.

CITY ADMINISTRATOR UPDATES:

There were none.

The meeting was adjourned at 7:25 p.m.

Approved this _____ day of _____, 2025

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
July 7, 2025

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 Jamie Malloy, City Clerk Christine Vershay-Hall, Alderman Scott Dyke, Alderman Angelo Deserio, Alderman Darrell Jefferson, Alderwoman Claudia Gazal, Alderperson Tina Oberlin, Alderman Mark Cipiti, Alderman Nate Albert, Alderman Joe Kubal.

Also present were: City Administrator Blaine Wing, Deputy Chief Dave Reavis, Finance Director Glenn Gehrke, Community Development Consultant Ron Mentzer, City Attorney Mike Stiff.

Absent were: Police Chief Ed Clark, City Engineer Ron Wiedeman, Interim Public Works Director Julius Hansen, Interim Human Resource Manager Dave Strahl, Building Commissioner Don Seeman.

APPROVAL OF MINUTES: Mayor Soliman presented the minutes from the Work Session Meeting Held on June 9, 2025, for Council approval per the memo dated July 7, 2025.

(#1) Motion by Alderwoman Gazal seconded by Alderman Deserio, to Approve the Minutes from the Work Session Held on June 9, 2025, per the memo dated July 7, 2025.

On roll call, the vote was:

AYES: Ald. Dyke, Deserio, 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 June 16, 2025, for Council approval per the memo dated July 7, 2025.

Attorney Stiff commented that Alderman Cipiti brought to his attention that there were two votes taken with respect to the Italian American Cultural Club matter and after looking into the Robert's Rule, it states that someone who later abstains can make the motion since it is not stating you are for or against the item but only to bring the item to the floor. It was then stated that Alderman Cipiti would like it stated that the first vote was accurate.

Alderperson Oberlin commented that two street names were spelled incorrectly on page 18 of the packet and would like them corrected to read Loch Lane and Lynwood.

(#2) Motion by Alderwoman Gazal seconded by Alderman Jefferson, to Approve the Minutes with the amendments as specified from the Regular Meeting Held on June 16, 2025, per the memo dated July 7, 2025.

On roll call, the vote was:

AYES: Ald. Deserio, 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 commented that he has no agenda items but is happy to answer any questions.

CITY ADMINISTRATOR: City Administrator Blaine Wing requested to Approve the Waiver of Permit Fee of \$7,180.00 for the Will County Division of Transportation Fuel Tank Replacement Project located at 1240 Caton Farm Road per the memo dated July 7, 2025.

He explained that this involved the replacement of a fuel tank by the Will County Division of Transportation at Caton Farm Road. Administrator Wing specified that while the County would be responsible for the \$1,865.00 out-of-pocket fee incurred for the plan review consultant, the City was asked to waive the \$7,180.00 permit fee.

Administrator Wing elaborated on the rationale behind the waiver, discussing how waiving this fee could facilitate the project's progress. The request aimed to provide some relief to the County by not charging the permit fee required for the replacement project. This explanation highlighted the collaborative relationship aimed between different government entities in facilitating infrastructure improvements.

(#3) Motion by Alderman Albert seconded by Alderperson Oberlin, to Approve the Waiver of Permit Fee of \$7,180.00 for the Will County Division of Transportation Fuel Tank Replacement Project located at 1240 Caton Farm Road per the memo dated July 7, 2025.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

PUBLIC WORKS DEPARTMENT: City Administrator Blaine Wing requested to Approve the Purchase of a New Pump for the East STP from LAI, Ltd. For an Amount not to Exceed \$55,000.00 per the memo dated July 7, 2025.

Administrator Wing presented this item on behalf of the Public Works Department. He explained that this proposal involved purchasing a new pump along with the associated work on the motor for the East Sewage Treatment Plant.

During a prior workshop on June 23, there was a discussion about the motor at DMI, which raised questions. Administrator Wing confirmed that staff had thoroughly looked into these queries and obtained references from several municipalities, including Naperville and Joliet, to ensure the reliability and effectiveness of the motor company. The diligent

research undertaken by staff provided assurances regarding competence and experience in handling such equipment.

(#4) Motion by Alderman Deserio seconded by Alderman Albert, to Approve the Purchase of a New Pump for the East STP from LAI, Ltd. For an Amount not to Exceed \$55,000.00 per the memo dated July 7, 2025.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

CITY ENGINEER: City Administrator Blaine Wing requested to Approve a Resolution Approving a Construction Agreement for Oakland Avenue–Phase 1 Water Main Replacement and Road Reconstruction Improvement by and Between the City of Crest Hill, Will County, Illinois and Scanlon Excavating, Inc. for an Amount of \$2,449,836.10 per the memo dated July 7, 2025.

Administrator Wing presented this item to the Council, detailing the importance and scope of the Phase 1 project of the water main replacement and road reconstruction on Oakland Avenue. He explained that this project has been a significant part of the City's infrastructure upgrade plan, aimed at improving water delivery and road conditions in the area, which would benefit the community by ensuring better service reliability and enhancing public safety.

The agreement was between the City of Crest Hill and Scanlon Excavating, Inc., involving a total expenditure of \$2,449,836.10. Administrator Wing emphasized that the project was crucial for maintaining the integrity and efficiency of the City's water infrastructure and road system. This phase of the project was thoroughly planned and discussed in prior workshops to ensure all logistical and financial aspects were properly addressed.

(#5) Motion by Alderman Dyke seconded by Alderman Jefferson, to Approve a Resolution Approving a Construction Agreement for Oakland Avenue–Phase 1 Water Main Replacement and Road Reconstruction Improvement by and Between the City of Crest Hill, Will County, Illinois and Scanlon Excavating, Inc. for an Amount of \$2,449,836.10 per the memo dated July 7, 2025.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

Resolution #1316

City Administrator Blaine Wing requested to Approve a Resolution Approving Amendment No. 3 to the August 31, 2023, Agreement for Design and Bidding – Related Services for CIPP Water Main Rehabilitation by and between the City of Crest Hill, Will County, Illinois and Strand Associates, Inc. for no Change in Cost per the memo dated July 7, 2025.

Administrator Wing emphasized that though the amendment brought about certain changes, primarily procedural and specification-based, it required no financial alterations to the original agreement's terms, and the scope of work to be completed by Strand Associates remained aligned with the city's expectations and timelines.

(#6) Motion by Alderperson Oberlin seconded by Alderwoman Gazal, to Approve a Resolution Approving Amendment No. 3 to the August 31, 2023, Agreement for Design and Bidding – Related Services for CIPP Water Main Rehabilitation by and between the City of Crest Hill, Will County, Illinois and Strand Associates, Inc. for no Change in Cost per the memo dated July 7, 2025.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

Resolution #1317

City Administrator Blaine Wing requested to Approve a Resolution Approving Amendment No. 1 to the June 16, 2025, Construction Engineering Agreement for Phase 1-CIPP Water Main Rehabilitation Improvement by and between the City of Crest Hill, Will County, Illinois and Strand Associates for No Change in Cost per the memo dated July 7, 2025.

City Administrator Wing addressed the Council regarding this agenda item, providing an explanation of the additional requirements communicated by the Illinois EPA after the last Council meeting. Administrator Wing outlined that this amendment sought to integrate the newly specified requirements while ensuring that the City remained compliant with all original obligations and commitments set forth under the IEPA guidelines.

(#7) Motion by Alderperson Oberlin seconded by Alderman Albert, to Approve a Resolution Approving Amendment No. 1 to the June 16, 2025, Construction Engineering Agreement for Phase 1-CIPP Water Main Rehabilitation Improvement by and between the City of Crest Hill, Will County, Illinois and Strand Associates for No Change in Cost per the memo dated July 7, 2025.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

Resolution #1318

City Administrator Blaine Wing requested to Award the contract to MYS Incorporated for the Kelly and Cora Retaining Wall Replacement Improvement in the Amount of \$372,282.22 per the memo dated July 7, 2025.

Administrator Wing explained that the City had advertised bids and solicited contractors for the Kelly and Cora Retaining Wall Replacement Improvement project. A total of six companies submitted bids, with MYS Incorporated emerging as the low bidder. This competitive bidding process ensured transparency and diligence in contractor selection.

(#8) Motion by Alderman Dyke seconded by Alderman Deserio, to Award the contract to MYS Incorporated for the Kelly and Cora Retaining Wall Replacement Improvement in the Amount of \$372,282.22 per the memo dated July 7, 2025.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

City Administrator Blaine Wing requested to Approve a Resolution Approving a Construction Engineering Agreement for the Kelly and Cora Retaining Wall Replacement Improvement by and between the City of Crest Hill, Will County, Illinois, and Christopher B. Burke Engineering Ltd for and Amount of \$25,000.00 per the memo dated July 7, 2025.

Administrator Wing explained staff from the Public Works Department would be directly overseeing the project, but they would rely on Christopher B. Burke Engineering for their expertise in project management and engineering consultation. This additional oversight was deemed necessary to ensure the project's successful completion and adherence to expected quality standards. Administrator Wing emphasized the importance of having reliable engineering oversight to maintain project integrity and achieve desired outcomes. The collaboration with Christopher B. Burke Engineering was set at an agreed amount of \$25,000.00.

(#9) Motion by Alderman Dyke seconded by Alderman Deserio, to Approve a Resolution Approving a Construction Engineering Agreement for the Kelly and Cora Retaining Wall Replacement Improvement by and between the City of Crest Hill, Will County, Illinois and Christopher B. Burke Engineering, Ltd for and Amount of \$25,000.00 per the memo dated July 7, 2025.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

Resolution #1319

COMMUNITY DEVELOPMENT: Economic & Community Development Consultant Ron Mentzer requested to Approve an Ordinance Amending the Crest Hill Zoning Ordinance with Respect to Motorized Vehicle Storage and Salvage Related Activities, Contractor and Landscape Based Businesses, Beauty and Personal Service-Related Businesses, and Firearm Related Businesses per the memo dated July 7, 2025.

Consultant Mentzer detailed its purpose, emphasizing the need to update text amendments within the zoning ordinance to better define and regulate various business operations within the City. This agenda item was essential in clarifying classifications of several business categories namely motor vehicle storage and salvage related activities, contractor and landscape-based businesses, beauty, and personal service-related businesses, as well as firearm businesses.

The intent behind the amendments was to provide better clarity and consistency between business definitions and the list of permitted and special uses outlined in the zoning ordinance. This kind of structural revision aims to address ambiguities that may affect business operations and zoning compliance. The amendments clearly articulated permitted activities and restrictions, ensuring businesses can operate within specified regulations.

In response, Alderman Dyke raised inquiries about motorized vehicle storage to understand whether such activities were entirely banned or permissible under certain conditions. Consultant Mentzer clarified that motor vehicle storage and salvage activities would not be blanketly prohibited but instead would be designated as special uses within M1 and M2 districts. This classification required these activities to undergo a public hearing process, offering an opportunity for City Officials and the public to weigh in on such business plans. Importantly, it afforded the City Council the authority to impose special conditions to address or mitigate potential impacts on surrounding areas.

(#10) Motion by Alderperson Oberlin seconded by Alderwoman Gazal, to Approve an Ordinance Amending the Crest Hill Zoning Ordinance with Respect to Motorized Vehicle Storage and Salvage Related Activities, Contractor and Landscape Based Businesses, Beauty and Personal Service-Related Businesses, and Firearm Related Businesses per the memo dated July 7, 2025.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

There being eight (8) affirmative votes, the MOTION CARRIED.
Ordinance #2026

Economic & Community Development Consultant Ron Mentzer requested to Approve an Ordinance Approving Multiple Variations to the Crest Hill Zoning Ordinance with Respect to Certain Real Property Located at 1813 N. roadway Street in Crest Hill, IL (Application of A&J Rehab Properties) with Conditions per the memo dated July 7, 2025.

Consultant Mentzer introduced the topic, highlighting the need for conditional approval of multiple variations for 1813 N. Broadway Street. Originally approved in the 1920s, the property evolved over time and developed several nonconforming situations.

Concerns were notably raised regarding the adequacy of parking and the building's exterior aesthetics. Consultant Mentzer assured that the proposed configuration, offering eight parking spaces, should suffice for the small-scale apartment units. The building's exterior, slated for improvement, would see enhancements that elevate its overall state, departing from its previous condition.

Alderman Dyke voiced specific concerns relating to potential parking issues, reflecting on experiences in his ward where limited parking was problematic. Consultant Mentzer and Mr. Gould emphasized that the unit sizes and types indicated that the car park provided should meet resident needs. Maintaining a reasonable balance between impervious surfaces and green areas was a priority, minimizing asphalt to improve aesthetics and manage runoff effectively.

The discourse also touched on architectural elements, with Alderman Dyke questioning the absence of masonry on the building's façade. Consultant Mentzer provided clarity on the City's allowances for alternative materials, which can offer a visually appealing and economically viable solution for older properties under renovation.

Brian Gould, architect for the applicant, elaborated on the owner's intent to rehabilitate the property, initially designed as a house with a breezeway and garage. In the process, they encountered significant structural concerns, particularly in the building's center, necessitating various zoning variations.

In response to inquiries, Mr. Gould outlined challenges encountered during renovations. The discovery of severe deficiencies in the central part of the building compelled the owner to reconsider structural aspects to align with safety and zoning requirements. The conversations centered on balancing building rehabilitation with compliance, acknowledging the complexities of updating an older structure to modern standards.

Mayor Soliman asked if the homeowner is agreeable to the recommendations with the conditions and Mr. Gould stated that the owner and himself are agreeable with the conditions.

Mayor Soliman asked if anyone in the audience would like to speak for or against the variations for 1813 Broadway Street. No one approached the podium to speak.

(#11) Motion by Alderman Jefferson seconded by Alderperson Oberlin, to Approve an Ordinance Approving Multiple Variations to the Crest Hill Zoning Ordinance with Respect to Certain Real Property Located at 1813 N. roadway Street in Crest Hill, IL (Application of A&J Rehab Properties) with Conditions per the memo dated July 7, 2025.

On roll call, the vote was:

AYES: Ald. Albert, Kubal, Deserio, Jefferson, Gazal, Oberlin, Cipiti.

NAYES: Ald. Dyke.

ABSENT: None.

There being seven (7) affirmative votes, the MOTION CARRIED.
Ordinance #2027

Mayor Soliman expressed support for the project, underscoring the property's long-standing need for rehabilitation. He reflected that previous work by the current owner in the City had resulted in considerable improvements, projecting similar positive outcomes for this project.

Economic & Community Development Consultant Ron Mentzer requested to Approve an Ordinance Approving a Special Unit Permit to Reactivate a Church Use and for Multiple Variations to the Crest Hill Zoning Ordinance with Respect to Certain Real Property Located at 1800 Dearborn Street in Crest Hill, IL (Application Redemption Hour Ministry) with Conditions per the memo dated July 7, 2025.

Consultant Mentzer introduced the agenda item, detailing the proposal from Redemption Hour Ministry to purchase the former St. Anne's Church property and relocate their congregation there. The Planning Commission had previously held public hearings on this matter, which were conducted on June 12, and they reached a consensus to recommend to

the Council approval of both the special use permit and the variations due to the pre-existing non-conforming situations on the property. There was one condition added which would be no alcohol on the premises and Pastor Amegatcher was agreeable.

Mayor Soliman asked Pastor Amegatcher to approach the podium and introduce himself.

Pastor Amegatcher, who leads Redemption Hour Ministry, addressed the Council. He shared insight into the ministry's history within the community, detailing their evolution from a small group meeting in a living room to renting spaces for their gatherings. Their current location at 1312 Market Drive in Romeoville had served them for the past twelve years, but the logistical constraints there pushed them toward seeking a permanent location. Pastor Amegatcher expressed deep appreciation for the community's warmth and underscored their commitment to enriching Crest Hill both physically and spiritually. He emphasized their intention to contribute positively to Crest Hill, stating their readiness to work in tandem with the local community and promising to do their utmost in maintaining the sanctity and legacy of the property for years to come.

Mayor Soliman asked if anyone in the audience would like to speak for or against the request of Redemption Hour Ministry located at 1800 Dearborn Street.

Maureen Harton, the attorney for the Diocese of Joliet commented that she is at the meeting speaking on behalf of Bishop Ronald Hicks and in support of Redemption Hour Ministry. Ms. Harton assured the Council of their alignment with the church's objectives, strengthening the cooperative spirit between the two religious bodies. She specified that their canonical requirements would bind the deed, ensuring it consistently aligns with the values and laws of the Catholic Church. Particularly, there would be a prohibition on alcohol consumption on the premises, reflecting the ministry's practices and aligning with the community's expectations. Ms. Harton also revealed that the deed contains specific restrictions, highlighting their objective to maintain the property's sacred purpose and uphold the ethics and standards of both the past and future congregations.

Mayor Soliman asked for a motion to Approve an Ordinance Approving a Special Unit Permit to Reactivate a Church Use and for Multiple Variations to the Crest Hill Zoning Ordinance with Respect to Certain Real Property Located at 1800 Dearborn Street in Crest Hill, IL (Application Redemption Hour Ministry) with Conditions per the memo dated July 7, 2025.

Alderman Albert commented that he will be abstaining because he serves on the Finance Committee for St. Anne's / St. Ambrose Church and although the Diocese is doing the negotiations, he feels it is best for him to abstain from the vote.

Alderman Dyke commented that he would be abstaining as well, since his wife is an employee of the Diocese.

(#12) Motion by Alderman Deserio seconded by Alderperson Oberlin, to Approve an Ordinance Approving a Special Unit Permit to Reactivate a Church Use and for Multiple Variations to the Crest Hill Zoning Ordinance with Respect to Certain Real Property Located at 1800 Dearborn Street in Crest Hill, IL (Application Redemption Hour Ministry) with Conditions per the memo dated July 7, 2025.

On roll call, the vote was:

AYES: Kubal, Deserio, Jefferson, Gazal, Oberlin, Cipiti.

NAYES: None.

ABSTAIN: Ald. Dyke, Albert.

ABSENT: None.

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

Ordinance #2028

Pastor Amegatcher approached the podium and thanked everyone. He also commented that they are excited to be part of the community.

Mayor Soliman and other Council members reflected on personal connections and the church's legacy within the Crest Hill community over the years. They emphasized how maintaining the church as a place of worship would honor its historical contribution and preserve the community spirit. Members voiced enthusiasm for the continuity of the church as a spiritual haven and cultural landmark, expressing their aspirations that the new ministry will continue fostering community bonds and embracing St. Anne's historical nuances.

POLICE DEPARTMENT: Deputy Chief Dave Reavis had no agenda items but gave brief statistics for the weekend of the 4th of July.

He commented that the Police Department had a total of 182 calls for service and forty-four of those calls were firework related calls, of which seven firework related citations were written. These citations are \$250.00, if paid five days before the hearing date. The hearing date is August 20, 2025.

Alderman Dyke asked about what could be done to slow traffic down on the corner of Ludwig and Nicholson. Deputy Chief Reavis commented that he will follow-up with the Chief and then follow-up with Alderman Dyke and the Council.

MAYOR'S REPORT: Mayor Soliman read the Committee/Liaisons Appointments, which are:

- Beautification Committee: Alderman Scott Dyke and Alderman Angelo Deserio
- Economic Development Committee: Alderwoman Claudia Gazal and Mayor Soliman
- Events Committee: Alderwoman Gazal and Alderman Darrell Jefferson
- Veterans/Police Memorial Committee: Mayor Soliman
- Lidice Memorial Committee: Alderperson Tina Oberlin
- Lockport Township Park District Liaison: Alderman Joe Kubal
- Forest Preserve District Liaison: Alderman Nate Albert
- WESCOM Liaison for Dispatch Services: Mayor Soliman

Mayor Soliman elaborated on the purpose and tasks expected from each committee. He explained that the initial task for each committee would involve defining its main purpose along with establishing initial objectives and formulating budget requests. The Mayor

mentioned that City Administrator Blaine Wing would be available to assist the committees and provide research insights on how other communities manage these aspects effectively.

(#13) Motion by Alderman Albert seconded by Alderperson Oberlin, to Approve the recommendations of the Committee/Liaison Appointments per the memo dated July 7, 2025.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

Mayor Soliman announced June 21, 2025, that the ribbon cutting was for Farmhouse Academy which is in the rear of Hillcrest Shopping Center. He mentioned that there has been a wonderful rehabilitation to the business, which is a teaching class. Mayor Soliman wished her luck.

CITY CLERK: Clerk Vershay-Hall announced that the City-Wide Garage Sale will be Thursday, August 14, 2025, through Sunday, August 17, 2025. There is a \$5.00 permit fee and the deadline to submit your application and be placed on the list is Tuesday, August 12, 2025. Maps and Lists will be available for pick up at the Clerk's Office on Wednesday, August 13, 2025.

Alderman Albert asked how the City-Wide Garage Sales are promoted. Clerk Vershay-Hall commented that it is announced on the informational television in the foyer of City Hall, the electronic billboards throughout the City, Facebook, and the City Website. Alderman Albert asked if we have ever considered putting an ad in the Herald News. Clerk Vershay-Hall commented that years ago we did advertise but now not many people receive the paper directly.

It was asked to place this on the July 21, 2025, agenda for vote to advertise.

CITY TREASURER: City Treasurer Jamie Malloy requested to Approve an Ordinance Amending Title 13 (Water and Sewer), Chapter 13.24 (Rates and Charges), Section 13.24.010 (City Water Services Charges) of the City of Crest Hill Code of Ordinances per the memo dated July 7, 2025.

Attorney Stiff commented that this ordinance adds to the normal water charges and rates, the only addition/change is to add a manual water meter read fee that will go on every billing cycle. This is to address the residents who have not returned calls or responded to our multiple requests/letters to have their water meter swapped out for the remote read water meter.

There will be a final notice going out soon, stating that the Council has approved of this and it will be going into effect.

Administrator Wing commented that there are less than seventy-five homes that need their meter swapped out. This letter that will be going out will let the residents know this new fee will go into effect on September 1, 2025. He informed the Council that our fee is on

the lower end and other communities who are using the smart read meters are charging \$75.00 up to \$150.00 a cycle.

(#14) Motion by Alderman Jefferson seconded by Alderman Albert, to Approve an Ordinance Amending Title 13 (Water and Sewer), Chapter 13.24 (Rates and Charges), Section 13.24.010 (City Water Services Charges) of the City of Crest Hill Code of Ordinances per the memo dated July 7, 2025.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

Ordinance #2029

City Treasurer Jamie Malloy requested to Approve the List of Bills Issued Through July 8, 2025, in the Amount of \$1,238,980.82 per the memo dated July 7, 2025.

(#15) Motion by Alderman Deserio seconded by Alderman Jefferson, to Approve the list of bills issued through July 8, 2025, in the amount of \$1,238,980.82 for Council approval per the memo dated July 7, 2025.

On roll call, the vote was:

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

NAYES: None

ABSENT: None.

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

City Treasurer Jamie Malloy presented the Regular and Overtime Payroll from June 16, 2025, through June 29, 2025, in the amount of \$283,091.23 per the memo dated July 7, 2025.

UNFINISHED BUSINESS: There was no unfinished business.

NEW BUSINESS: There was no new business.

COMMITTEE/LIAISON REPORTS: Deputy Chief Dave Reavis announced the Crest Hill Police Association's fifteenth annual golf outing at the Morris Country Club on September 29th. He invited participants, sponsors, and donors, noting that last year they donated \$10,000.00 to three charities. If anyone is interested, you may contact the Police Department or email the committee at chpainfo@cityofcresthill.com.

CITY COUNCIL COMMENTS: Alderman Cipiti asked about city apparel and wondered what the status of the order is for the Council. City Clerk Vershay-Hall commented that they will be ready in time for the IML Conference. She then informed the Council that the policy is written for employees only and does not include the Council, any Council that would like a shirt will need to pay for their own shirt. An email with a link and the Apparel Policy will be emailed shortly.

PUBLIC COMMENT: There was no public comment.

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

(#16) Motion by Alderperson Oberlin seconded by Alderman Jefferson, to go into executive session on 5ILCS 120/2(c)(1).

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

Executive Session 8:23 p.m.

(#17) Motion by Alderperson Oberlin seconded by Alderman Jefferson, to reconvene from the executive session on 5ILCS 120/2(c)(1).

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

Reconvened 8:52 p.m.

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

(#18) Motion by Alderman Dyke seconded by Alderman Jefferson, to adjourn the July 7, 2025, Council meeting.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

The meeting was adjourned at 8:53 p.m.

Approved this ____ day of _____, 2025.

As presented _____

As amended _____

CHRISTINE VERSHAY-HALL, CITY CLERK

RAYMOND R. SOLIMAN, MAYOR

DRAFT



Agenda Memo

Crest Hill, IL

Meeting Date:	July 21, 2025
Submitter:	Blaine Wing
Department:	Administration
Agenda Item:	Approve a Resolution Designating and Appointing City Administrator Blaine Wing as the Alternate Delegate to the Technical Advisory Committee (TAC) to the Grand Prairie Water Commission

Summary: The City of Crest Hill is a member of the Grand Prairie Water Commission and has a permanent member on the Technical Advisory Committee but currently does not have an alternate delegate. The attached resolution will name the City Administrator the City of Crest Hill's alternate delegate, with the plan being to name the City's next full-time Public Works the alternate delegate in 2026.

Recommended Council Action: Approve a Resolution Designating and Appointing City Administrator Blaine Wing as the Alternate Delegate to the Technical Advisory Committee (TAC) to the Grand Prairie Water Commission

Financial Impact:

Funding Source: N/A

Budgeted Amount: N/A

Cost: N/A

Attachments:

Resolution

RESOLUTION NO. _____

**A RESOLUTION DESIGNATING AND APPOINTING CITY ADMINISTRATOR
BLAINE WING AS THE ALTERNATE DELEGATE TO THE TECHNICAL ADVISORY
COMMITTEE (TAC) TO THE GRAND PRAIRIE WATER COMMISSION**

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

WHEREAS, on June 17, 2024, the Corporate Authorities of the City adopted Resolution No. 1987, Approving the designation and appointments of Crest Hill’s representatives to the newly formed and approved Grand Prairie Water Commission (“GPWC”), and pursuant to the Approved Intergovernmental Agreement Establishing the GPWC and the Approved Bylaws of the GPWC; and

WHEREAS, pursuant to Section 6.2(B) of the GPWC Bylaws, members of the GPWC shall select a Delegate and Alternate Delegate to the Technical Advisory Committee to the Commission (“TAC”); and

WHEREAS, On June 17, 2024, the City designated its former Interim Public Works Director, Michael Eulitz as the Alternate Delegate to the TAC; and

WHEREAS, Michael Eulitz is no longer the Interim Public Works Director and currently has no full-time Public Works Director; and

WHEREAS, the Corporate Authorities of the City have determined that it is necessary and expedient to now designate City Administrator Blaine Wing as the Alternate Delegate to the TAC as set forth in this Resolution.

NOW THEREFORE, BE IT RESOLVED BY THE CORPORATE AUTHORITIES OF THE CITY OF CREST HILL, PURSUANT TO ITS STATUTORY AUTHORITY, AS FOLLOWS:

SECTION 1. The Corporate Authorities hereby find 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. The Corporate Authorities of the City hereby update and amend their designated and appointed representatives to the GPWC, pursuant to Section 6.2(B) of the GPWC Bylaws and the Intergovernmental Agreement Establishing the GPWC, as follows:

A. To the Technical Advisory Committee:

Alternate Delegate: Blaine Wing (City Administrator)

SECTION 3. In the event that any provision or provisions, portion or portions, or clause or clauses of this Resolution 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 Resolution that may be given effect without such invalid or unenforceable provision or provisions, portion or portions, or clause or clauses.

SECTION 4. All ordinances, resolutions, motions, or parts thereof, conflicting with any of the provisions of this Resolution, are hereby repealed to the extent of the conflict.

SECTION 5. The City Clerk is hereby directed to publish this Resolution in pamphlet form.

SECTION 6. This Resolution shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

[Intentionally Blank]

PASSED THIS 21ST DAY OF JULY 2025.

	Aye	Nay	Absent	Abstain
Alderman Scott Dyke	_____	_____	_____	_____
Alderman Angelo Deserio	_____	_____	_____	_____
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 21ST DAY OF JULY 2025.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk



Agenda Memo**Crest Hill, IL**

Meeting Date:	July 21, 2025
Submitter:	Blaine Wing
Department:	Administration
Agenda Item:	Approve a Resolution Approving an Independent Contractor Consulting Service Agreement by and between the City of Crest Hill, Will County, IL and Natalia Domovessova

Summary: The currently has a backlog of cases and can use the assistance of temporary staff to assist the Community and Economic Development Department in getting caught up. As such, after interviewing Natalia, I am recommending that the City enter into an agreement with her to assist the City over the next 6-months.

Recommended Council Action: Approve a Resolution Approving an Independent Contractor Consulting Service Agreement by and between the City of Crest Hill, Will County, IL and Natalia Domovessova.

Financial Impact:

Funding Source: General Fund

Budgeted Amount: \$60,000

Cost: \$52,000

Attachments:

Agreement and Resolution

RESOLUTION NO. _____**A RESOLUTION APPROVING AN INDEPENDENT CONTRACTOR CONSULTING SERVICES AGREEMENT BY AND BETWEEN THE CITY OF CREST HILL, WILL COUNTY, ILLINOIS, AND NATALIA DOMOVESOVA**

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

WHEREAS, pursuant to Section 2-2-12 of the Illinois Municipal Code (65 ILCS 5/2-212), the City Council possesses the authority to enter into contracts that serve the legitimate corporate purposes of the City; and

WHEREAS, the City of Crest Hill is currently without a full-time certified planner; and

WHEREAS, Natalia Domovessova (the "Consultant"), is a certified planner who is qualified to render planning and other services to the City of Crest Hill's Community and Economic Development Department (the "Services"); and

WHEREAS, the Consultant is willing and able to render the Services to the City of Crest Hill; and

WHEREAS, City Staff have negotiated an Independent Contractor Consulting Services Agreement (the "Agreement") with the Consultant for a period beginning on August 1, 2025 through January 30, 2026, a copy of which 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, and

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

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

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

SECTION 2: AGREEMENT APPROVED. The City Council hereby finds and declares that the conditions, terms, and provisions of the Agreement (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 Agreement, when finalized, and further to take any and all other actions, including without limitation the execution and delivery of any and all documents, necessary and appropriate to effectuate the intent of this Resolution, which is to enter into the Agreement with the Consultant.

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

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

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

[Intentionally Blank]

PASSED THIS 21ST DAY OF JULY, 2025.

	Aye	Nay	Absent	Abstain
Alderman Scott Dyke	_____	_____	_____	_____
Alderman Angelo Deserio	_____	_____	_____	_____
Alderdwoman 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 21ST DAY OF JULY, 2025.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

Exhibit A

INDEPENDENT CONTRACTOR CONSULTING SERVICES AGREEMENT

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

SECTION 1 SCOPE OF AGREEMENT

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

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

SECTION 2

SERVICES AND OBLIGATIONS OF THE CONSULTANT AND CITY

Section 2.01. Payment of Compensation. The Consultant will be paid the Base Compensation (Fees) and will be provided with a 1099 Form by the City for all such fees paid. The consultant will be responsible for payment of all wages, other compensation, and related payroll taxes in accordance with federal and Illinois law. The City acknowledges that the Consultant may engage a financial entity to maintain his financing and record-keeping services, which may include the payment of wages and related payroll taxes in accordance with this Section 2.01. The City agrees to cooperate with any such financial entity to ensure timely

payment of (i) wages and related payroll taxes pursuant to this Section 2.01, and (ii) fees pursuant to Section 3.

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

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

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

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

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

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

- a) The Consultant will comply with any federal, state, and local law, and any associated regulations, applicable to Contractor, including but not limited to: the federal Patient Protection and Affordable Care Act ("ACA"); Title VII of the Civil Rights Act of 1964, as amended ("Title VII"); the Americans With Disabilities Act of 1990 ("ADA"); the

Age Discrimination in Employment Act ("ADEA"); the Equal Pay Act of 1963; the Civil Rights Acts of 1866 and 1871 (42 U.S.C. 1981); the Family and Medical Leave Act of 1993 ("ALA"); the Fair Labor Standards Act of 1938 ("FLSA"); the National Labor Relations Act; the Employee Retirement Income Security Act of 1974; the Illinois State Constitution; the Illinois Human Rights Act; and any other federal, state, or local law, statute, ordinance, order, regulation, policy or decision regulating wages and the payment of wages, prohibiting employment discrimination, or otherwise establishing or relating to rights of employees; and

Section 2.07. Retainer Deposit.

City agrees to pay the Consultant a retainer deposit in the amount of Five Hundred Dollars (\$500.00) upon execution of this Agreement. This retainer secures the Consultant's availability and commitment to provide the agreed-upon services.

The retainer shall be applied as a credit toward the Fees due for services rendered under this Agreement. The balance of Fees due, if any, shall be invoiced separately according to the payment schedule outlined in this Agreement.

A retainer deposit is non-refundable under all circumstances, including but not limited to cancelation of services by the City, or reduction in the scope of work resulting in fewer services being rendered.

Payment of the retainer does not guarantee a minimum amount of work will be performed, not does it obligate the City to request services beyond the amount of the retainer. However, once the retainer is paid, it is earned by the Consultant as consideration for securing availability and allocating time to the City's project.

SECTION 3

FEES PAYABLE TO CONSULTANT

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

Section 3.02. Payment Method. Every two (2) weeks during the term of this Agreement, the Consultant will invoice the City in writing for the fees owed under this Agreement. Each invoice shall be accompanied by a certified statement of the hours worked by Consultant in the applicable two-week period and a description of the work performed during those hours. Within thirty (30) days following receipt of such invoice, along with all required supporting documentation, the City must dispute in writing or pay, in whole or in part, all invoiced amounts by check, wire transfer, or electronic funds transfer to the Consultant as designated on the invoice. Partial payment of any invoiced amount shall not constitute a

waiver of the City's right to dispute any other invoiced amount. Late payments will be subject to all applicable interest payments or service charges provided by state or local law. In addition to charging interest or service charges provided by applicable law, the Consultant may, upon written notice to the City, suspend performance of services under this Agreement while any undisputed amount due is past due and remains unpaid.

SECTION 4 INSURANCE

Section 4.01. City General and Professional Liability Insurance. The City shall maintain in full force and effect at all times during the term of this Agreement a Comprehensive (or Commercial) General Liability insurance policy or policies (the "City Policy"), with minimum coverage in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate per annum. In the alternative, as applicable, the City may choose to 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 Consultant's General and Professional Liability Insurance. The Consultant shall 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 "Consultant Policies"), with minimum coverage in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate per annum. At a minimum, the Consultant Policies must insure against bodily injury and property damage liability caused by the Consultant's business operations; the Consultant's completed operations; the Consultant's products or professional services; and/or any actions or omissions of the Consultant. The City shall be named as an additional insured on all of the Consultant Policies.

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

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

SECTION 5

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

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

Section 5.03. Termination of Agreement for Material Breach. If either Party materially breaches this Agreement, the non-breaching Party must give the breaching Party written notice of its intent to terminate this Agreement for such breach. If such breach is remedied within ten (10) days following receipt of the written notice, the notice will be of no further effect. If such breach is not remedied within the ten (10) day period following receipt of the written notice, 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 written notice of termination for cause to the Consultant. For the purposes of this Section 5.04, "cause" shall include, but is not limited to:

- a) Consultant's personal dishonesty; and
- b) Consultant's willful misconduct; and
- c) Consultant's intentional failure to perform stated duties; and
- d) The Consultant's willful violation of any law, rule, regulation (other than traffic violations or similar offenses), final cease and desist order, or any other lawful order of any court or body of competent jurisdiction; and

- e) The Consultant's conviction of a crime or act involving moral turpitude, or any final judgment rendered in favor of any Workplace Employee and against the Consultant.

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

SECTION 6

DISCLOSURE AND INDEMNIFICATION PROVISIONS

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

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

SECTION 7

MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

Section 7.11. FOIA. In executing this Agreement, the Consultant acknowledges and understands that the City is a municipal corporation that is a "Public Body" subject to the requirements of FOIA. The Consultant further acknowledges, understands, and agrees that FOIA may operate to require the City to disclose this Agreement and/or any other records or documents related hereto to a third party making a request under FOIA. If the City receives any FOIA request for any record related to this Agreement, the City shall notify the Consultant of said request as soon as practicable. Upon receipt of such notice, the Consultant may either agree to the City's disclosure of the requested records or may demand in writing that the City redact or withhold said records pursuant to this Agreement, provided that any such demand must have a reasonable basis in existing law (including but not limited to the exemptions set forth in FOIA); the City reserves the right to disclose records over the Consultant's objection if it determines, in its sole discretion, that there is no reasonable basis in law to withhold or redact said records. In the event that the Consultant agrees to the City's disclosure of records, or if the Consultant fails to respond to the City in a reasonably timely manner prior to the City's deadline to respond to the FOIA request, the Consultant hereby releases, waives, and holds harmless the City from any and all injuries, claims of damage, or other liabilities as may be incurred by the Consultant as a result of such disclosure. In the event that the Consultant demands, in writing, that the City redact or withhold any record(s), the Consultant hereby agrees to defend, indemnify, and hold harmless the City from and against any and all claims, damages, liabilities, injunctions, fees, fines, penalties, or any other costs, however described, as may be incurred by or assessed against the City because of the redactions or withholding of records demanded by the Consultant. Further, in the event that the City redacts or withholds any record after a written demand made by the Consultant pursuant to this Section and such redaction or withholding results in any appeal, review, claim, or other litigation before any judicial or administrative body of competent jurisdiction (specifically including, but not limited to, the Public Access Counsellor in the Office of the Illinois Attorney General), the Consultant agrees to reimburse the City for all costs and expenses, including but not limited to any and all reasonable attorneys' fees, incurred by City in defense of such appeal, review, claim, or other litigation. The provisions of this Section 7.11 are intended and shall be deemed to survive the expiration or termination of this Agreement.

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

provisions of this Section 7.12 are intended and shall be deemed to survive the expiration or termination of this Agreement.

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

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

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

SECTION 8

NOTICES

Section 8.01. Notices. All Notices given under this Agreement must be written and may be given by personal delivery; first class U.S. Mail; registered and certified mail, return receipt requested; overnight delivery service; or electronic mail.

Notices will be deemed received at the earlier of actual receipt or three (3) calendar days from the mailing date. Notices must be sent to the Parties at their respective addresses shown below. A Party may change its address for notice by giving written notice to the other Party.

If to the Consultant:

Natalia Domovessova



If to the City:

Mayor Raymond Soliman
City of Crest Hill
20600 City Center Boulevard, Crest Hill, IL 60403
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.

Natalia Domovessova

_____, Date: _____

The City of Crest Hill

_____, Date: _____

By: Mayor RAYMOND SOLIMAN

EXHIBIT A

CONSULTANT SCOPE OF SERVICES AND BASE COMPENSATION

CONSULTANT: Natalia Domovessova

TERM OF ENGAGEMENT: From August 1, 2025, to January 30, 2026

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

1. Ensuring contiguity in City of Crest Hill Community Development Department operations following the scheduled July 28, 2025, start date of the City of Crest Hill's new, full-time, Community and Economic Development Director.
2. Providing project review and City approval process support on significant ongoing development projects and proposals.
3. Reviewing building permit applications, proposed project plans, and special zoning approval applications for compliance with applicable City Code, Zoning Ordinance, and Subdivision Ordinance regulations
4. Preparing professional review letters and staff reports to communicate technical review comments and staff recommendations to applicants, the Plan Commission, and the City Council.
5. Responding to zoning inquiries.
6. Evaluating individual properties to identify non-conforming code issues and special City permit and approval requirements.
7. Researching and developing recommendations regarding potential zoning ordinance amendments and project entitlement process revisions.
8. Ensuring satisfaction of applicable public notice requirements for public hearings.

BASE COMPENSATION: \$80.00 per hour for hours actually worked. The maximum number of hours per week shall be twenty-four (24) unless otherwise authorized by the Mayor and City Council.

Signature Page to Follow

NATALIA DOMOVESOVA

Date: _____

THE CITY OF CREST HILL

By: RAYMOND SOLIMAN

Its: Mayor

Date: _____



Agenda Memo

Crest Hill, IL

Meeting Date:	July 21, 2025
Submitter:	Blaine Wing
Department:	Administration
Agenda Item:	Approve a Resolution Approving an Updated and Extended Independent Contractor Agreement Consulting Service Agreement by and between the City of Crest Hill, Will County, IL and Ronald Mentzer

Summary: Following the departure of our full-time Community and Economic Director, I asked if our consult was interested in acting up to cover the director's duties and then revert later after a new director is in place. Ron agreed, with a \$10 per hour premium.

Recommended Council Action: Approve a Resolution Approving an Updated and Extended Independent Contractor Agreement Consulting Service Agreement by and between the City of Crest Hill, Will County, IL and Ronald Mentzer

Financial Impact:

Funding Source: General Fund

Budgeted Amount: \$80,000

Cost: \$78,000

Attachments:

Agreement and Resolution

RESOLUTION NO. _____**A RESOLUTION APPROVING AN UPDATED AND EXTENDED INDEPENDENT CONTRACTOR CONSULTING SERVICES AGREEMENT BY AND BETWEEN THE CITY OF CREST HILL, WILL COUNTY, ILLINOIS, AND RONALD MENTZER**

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

WHEREAS, pursuant to Section 2-2-12 of the Illinois Municipal Code (65 ILCS 5/2-212), the City Council possesses the authority to enter into contracts that serve the legitimate corporate purposes of the City; and

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

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

WHEREAS, thereafter, the City Council determined to engage the Consultant to provide the Services to assist with certain projects in the Community and Economic Development Department after the hiring of Patrick Ainsworth as Director of Community and Economic Development;

WHEREAS, Patrick Ainsworth resigned from his position with the City of Crest Hill effective July 1, 2025; and

WHEREAS, the City Council has determined that the Independent Contractor Consulting Services Agreement with Ronald Mentzer should now be extended to allow him to continue to handle certain projects within the City on which he has been working as well as to have him act as the Interim Director of Community and Economic Development until Daniel Ritter begins his employment with the City of Crest Hill; and

WHEREAS, City Staff have negotiated an Amended Independent Contractor Consulting Services Agreement (the "Agreement") with the Consultant which extends his services and compensates him for temporarily acting as the Director of Community and Economic Development until the newly appointed Community and Economic Development Director, Daniel Ritter begins his employment with the City of Crest Hill, (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, and

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

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

SECTION 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. Therefore, the City Council hereby authorizes and directs the Mayor to execute and deliver, and the Clerk to attest, the Agreement, when finalized, and further to take any and all other actions, including without limitation the execution and delivery of any and all documents, necessary and appropriate to effectuate the intent of this Resolution, which is to enter into the Agreement with the Consultant.

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

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

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

[Intentionally Blank]

PASSED THIS 21ST DAY OF JULY, 2025.

	Aye	Nay	Absent	Abstain
Alderman Scott Dyke	_____	_____	_____	_____
Alderman Angelo Deserio	_____	_____	_____	_____
Alderdwoman 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 21ST DAY OF JULY, 2025.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

Exhibit A

INDEPENDENT CONTRACTOR CONSULTING SERVICES AGREEMENT

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

SECTION 1 SCOPE OF AGREEMENT

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

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

SECTION 2

SERVICES AND OBLIGATIONS OF THE CONSULTANT AND CITY

Section 2.01. Payment of Compensation. The Consultant will be paid the Base Compensation (Fees) and will be provided a 1099 Form by the City for all such fees paid. Consultant will be responsible for payment of all wages, other compensation, and related payroll taxes in accordance with federal and Illinois law. The City acknowledges that the Consultant may engage a financial entity to maintain his financing and record keeping services,

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

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

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

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

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

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

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

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

SECTION 3

FEES PAYABLE TO CONSULTANT

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

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

SECTION 4 INSURANCE

Section 4.01. City General and Professional Liability Insurance. The City must maintain in full force and effect at all times during the term of this Agreement a Comprehensive (or Commercial) General Liability insurance policy or policies (the "City Policy"), with minimum coverage in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate per annum. In the alternative, as applicable, the City may maintain in full force and effect at all

times during the term of this Agreement a self-insured retention ("SIR") which provides the same minimum coverage limits as set forth above. In the event such SIR exists and applies to this Agreement, the City agrees to fully discuss the SR's parameters with the Contractor and its relationship to the City Policy. At a minimum, the City Policy must insure against bodily injury and property damage liability caused by on-premises business operations, completed operations, and/or products or professional services and must provide non-owned automobile coverage.

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

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

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

SECTION 5

DURATION AND 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 Consultant provides the Services to the City is defined as the ("Term"). The Term commences on the Effective Date and will continue for a period of one hundred and twenty (120) days, or until it is terminated in accordance with the remaining provisions of this Section 5. For the purposes of this Agreement, the date on which this Agreement expires and/or is terminated is the ("Termination Date"). By written agreement of the Community/Economic Development Director, or if that position is vacant, the City Administrator, with the advice and consent of the City Council, the term of this agreement may be extended for a period of up to ninety (90) days from and after the expiration of the initial term.

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

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

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

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

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

SECTION 6

DISCLOSURE AND INDEMNIFICATION PROVISIONS

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

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

SECTION 7

MISCELLANEOUS PROVISIONS

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

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

Section 7.03. Counterpart Execution. This Agreement may be executed and delivered in any number of counterparts, each of which will be an original, but all of which together constitutes one and the same instrument. This Agreement may be executed and delivered via facsimile or electronic mail.

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

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

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

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

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

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

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

Section 7.11. FOIA. In executing this Agreement, the Consultant acknowledges and understands that the City is a municipal corporation that is a "Public Body" subject to the requirements of FOIA. The Consultant further acknowledges, understands, and agrees that FOIA may operate to require the City to disclose this Agreement and/or any other records or documents related hereto to a third party making a request under FOIA. If the City receives any FOIA request for any record related to this Agreement, the City shall notify the Consultant of said request as soon as practicable. Upon receipt of such notice, the Consultant may either agree to the City's disclosure of the requested records or may demand in writing that the City redact or withhold said records pursuant to this Agreement, provided that any such demand must have a reasonable basis in existing law (including but not limited to the exemptions set forth in FOIA); the City reserves the right to disclose records over the Consultant's objection if it determines, in its sole discretion, that there is no reasonable basis in law to withhold or redact said records. In the event that the Consultant agrees to the City's disclosure of records, or if the Consultant fails to respond to the City in a reasonably timely manner prior to the City's

deadline to respond to the FOIA request, the Consultant hereby releases, waives, and holds harmless the City from any and all injuries, claims of damage, or other liabilities as may be incurred by the Consultant as a result of such disclosure. In the event that the Consultant demands, in writing, that the City redact or withhold any record(s), the Consultant hereby agrees to defend, indemnify, and hold harmless the City from and against any and all claims, damages, liabilities, injunctions, fees, fines, penalties, or any other costs, however described, as may be incurred by or assessed against the City because of the redactions or withholding of records demanded by the Consultant. Further, in the event that the City redacts or withholds any record after a written demand made by the Consultant pursuant to this Section and such redaction or withholding results in any appeal, review, claim, or other litigation before any judicial or administrative body of competent jurisdiction (specifically including, but not limited to, the Public Access Counsellor in the Office of the Illinois Attorney General), the Consultant agrees to reimburse the City for all costs and expenses, including but not limited to any and all reasonable attorney's fees, incurred by City in defense of such appeal, review, claim, or other litigation. The provisions of this Section 7.11 are intended and shall be deemed to survive the expiration or termination of this Agreement.

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

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

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

Section 7.15. Non-Disparagement. The Consultant agrees that he will not at any time whether during or after the Term of this Agreement, make, publish, or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments, or statements

concerning the City, its elected and appointed officers, or any of its employees, agents, or representatives. This Section 7.15 does not in any way restrict or impede the Contractor from exercising any protected rights to the extent that such rights cannot be waived by agreement or from complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law, regulation, or order. The Consultant shall promptly provide written notice of any such order to the City. The provisions of this Section 7.15 are intended and shall be deemed to survive the expiration or termination of this Agreement.

SECTION 8

NOTICES

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

If to the Consultant:	Ronald Mentzer 27w740 Greenview Avenue, Warrenville, IL 60555 Email: rmentzer@scptnrs.com
If to the City:	Mayor Raymond Soliman City of Crest Hill 20600 City Center Boulevard, Crest Hill, IL 60403

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

Ronald Mentzer

_____, Date: _____

The City of Crest Hill

_____, Date: _____

By: Mayor RAYMOND SOLIMAN

EXHIBIT A

CONSULTANT SCOPE OF SERVICES AND BASE COMPENSATION

CONSULTANT: Ronald Mentzer

TERM OF ENGAGEMENT: From July 7, 2025, to December 31, 2025

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

1. Ensuring contiguity in City of Crest Hill Community Development Department operations.
2. Providing project review and City approval process support on significant ongoing development projects and proposals to enable the new Community and Economic Development Director to focus meaningful time on City economic development efforts. Significant ongoing development projects and proposals include, but are not limited to: the development of the balance of the Heidner property at the northwest corner of Weber Road and Division Street, the development of the Lucky Brothers gas station, convenience store, and Dunkin' Donuts store at the southwest corner of Broadway Street and Caton Farm Road, Midwest Industrial Fund's (MIF) development of a 150,000+ sq. ft. industrial/warehouse/office building at the south end of Advantage Drive.
3. Providing project review, City approval process coordination, and property sale support for the pending sale and redevelopment of the former City of Crest Hill City Hall site to QuikTrip.
4. Transferring institutional knowledge regarding City regulations, review and approval processes, staffing and operational challenges and opportunities to the new full-time Community and Economic Development Director.
5. Assisting in the review and potential creation of a new East Weber Road/Caton Farm Road TIF District and providing private sector TIF assistance and other economic development incentive requests.
6. Coordinating the preparation and filing of the required annual Tax Increment Financing District Fiscal Reports with the State of Illinois and ensuring that the City conducts the required Tax Increment Financing Joint Review Board meetings for the two existing TIF Districts in the City.

BASE COMPENSATION:

\$115.00 per hour for hours worked. The maximum number of hours per week shall be twenty-four (24) unless otherwise authorized by the Mayor and City Council.

PREMIUM COMPENSATION FOR DIRECTOR DUTIES:

In addition to the Base Compensation set forth in this Agreement, Consultant shall be entitled to receive premium compensation of Ten Dollars (\$10.00) per hour for each hour during which Consultant performs duties that are specifically designated as Director-level responsibilities and are approved in advance in writing by the City Administrator. Such premium compensation shall only apply to hours documented and verified as spent performing said Director duties and shall be paid in accordance with the City's standard payment schedule.

Signature Page to Follow

RONALD MENTZER

Date: _____

THE CITY OF CREST HILL

By: RAYMOND SOLIMAN

Its: Mayor

Date: _____



Agenda Memo

Crest Hill, IL

Meeting Date:	July 21, 2025
Submitter:	Blaine Wing
Department:	Administration
Agenda Item:	Approve a Resolution Approving an Extension of the Appointment of Julius Hansen as Interim Director of Public Works and Approving an Amended and Extended Employee Leasing Agreement by and between the City of Crest Hill and MGT Impact Solutions, LLC for Julius Hansen's Services as Interim Director of Public Works

Summary: Following the departure of our Public Works Director, Julius was selected through MGT. He has performed well over the past 7 months. I am recommending while the City searches for our next Full-Time Public Works Director, that we extend the agreement with MGT up to January 2, 2026.

The new terms are contained within Exhibit A.

Recommended Council Action: Approve a Resolution Approving an Extension of the Appointment of Julius Hansen as Interim Director of Public Works and Approving an Amended and Extended Employee Leasing Agreement by and between the City of Crest Hill and MGT Impact Solutions, LLC for Julius Hansen's Services as Interim Director of Public Works

Financial Impact:

Funding Source: General Fund, Water, Sewer

Budgeted Amount: \$150,000

Cost: \$140,000

Attachments:

Agreement and Resolution

RESOLUTION NO. _____

A RESOLUTION APPROVING AN EXTENSION OF THE APPOINTMENT OF JULIUS HANSEN AS INTERIM DIRECTOR OF PUBLIC WORKS AND APPROVING AN AMENDED AND EXTENDED EMPLOYEE LEASING AGREEMENT BY AND BETWEEN THE CITY OF CREST HILL AND MGT IMPACT SOLUTIONS, LLC FOR JULIUS HANSEN’S SERVICES AS INTERIM DIRECTOR OF PUBLIC WORKS

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

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

WHEREAS, the City of Crest Hill is currently without a Director of Public Works following the resignation of Blaine Kline effective February 9, 2024; and

WHEREAS, in February, 2024, the Mayor appointed Michael Eulitz (“Eulitz”) as the Part-Time Interim Director of Public Works for the City of Crest Hill; and

WHEREAS, the City Council in February, 2024 approved the appointment of Eulitz as Part-Time Interim Director of Public Works; and

WHEREAS, Eulitz reached the maximum number of hours that can be devoted to the position of Part-time Interim Director of Public Works, thereby leaving the City without a permanent or Interim Director of Public Works; and

WHEREAS, MGT Impact Solutions, LLC (“the Company”) is a national public-sector staffing firm specializing in the temporary placement of positions in local government (the “Services”) and is willing and able to extend its Employee Leasing Agreement with the City of Crest Hill; and

WHEREAS, in December of 2024, the Mayor has appointed Julius Hansen (“Hansen”) as the Interim Director of Public Works for the City of Crest Hill and said appointment was approved by the City Council along with the approval of an Employee Leasing Agreement with MGT Impact Solutions, LLC, which agreement is set to expire; and

WHEREAS, the City of Crest Hill is still without a permanent full-time Public Works Director, and

WHEREAS, the City Council has determined that the services of Julius Hansen should be extended and Hansen is ready, willing, and able to continue to perform the duties of Interim Public Works Director (“Duties”) for the City; and

WHEREAS, City Staff have negotiated an Amended Employee Leasing Agreement (the “Agreement”) with MGT for the purposes of engaging Hansen to continue to perform the Duties (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; and

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

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

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

SECTION 1: PREAMBLE. The City Council hereby finds that all 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. Therefore, the City Council hereby authorizes and directs the Mayor to execute and deliver, and the Clerk to attest, the Agreement, and further to take all other actions, including without limitation the execution and delivery of all documents, necessary and appropriate to effectuate the intent of this Resolution, which is to enter into the Agreement with the Company.

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

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

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

[Left Intentionally Blank]

PASSED THIS 21ST DAY OF JULY, 2025.

	Aye	Nay	Absent	Abstain
Alderman Scott Dyke	_____	_____	_____	_____
Alderman Angelo Deserio	_____	_____	_____	_____
Alderdwoman 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 21ST DAY OF JULY, 2025.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

EXHIBIT A

EXHIBIT A

Assigned Employee and Base Compensation

As of August 9, 2025 ("Effective Date"), MGT Impact Solutions, LLC ("MGT") and the City of Crest Hill ("Client") execute this Exhibit A pursuant to the Employee Leasing Agreement between the Parties dated December 4, 2024 ("Agreement").

ASSIGNED EMPLOYEE: Julius Hansen

POSITION/ ASSIGNMENT: Interim Director of Public Works

POSITION TERM: August 9, 2025 – January 2, 2026. Thereafter, the agreement may be extended up to May 29, 2026 upon mutual agreement of both parties. Either party may terminate the agreement at any time by providing thirty days advance written notice.

BASE COMPENSATION: August 9, 2025 – August 29, 2025. \$116/hour. In the event of work in excess of 40 hours week, the hourly rate will be \$174/hour

August 30, 2025 – January 2, 2026. \$130.50/hour. In the event of work in excess of 40 hours week, the hourly rate will be \$195.75/hour

Work hours per week will vary but are expected to average between 24-40 hours/week.. Employee will receive ½ hour time credit for each trip to client's offices. Compensation assumes employee will receive pay for holidays on the same schedule received by the client's administrative employees.

PAID TIME OFF (PTO): At the start of the term, employee will receive a PTO Time Bank equal to ten (10) days. PTO time must be approved in advance by the client. Upon termination of the agreement, employee will not be compensated for any unused PTO time. In the event of a contract extension, employee will receive an additional allotment of ten (10) days.

The parties hereby represent and warrant that the individuals whose signatures appear below are authorized by resolution or by their position with that party to enter into and execute this Exhibit A and any amendment thereto on that party's behalf.

MGT IMPACT SOLUTIONS, LLC

CITY OF CREST HILL

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

This Exhibit A amends and supplements but does not replace all Exhibits A dated prior to the Effective Date of this Agreement.



Agenda Memo

Crest Hill, IL

Meeting Date:	July 21, 2025
Submitter:	Blaine Wing
Department:	Administration
Agenda Item:	Approve a Resolution Approving (and Ratifying the Execution) of an Employee Leasing Agreement by and between the City of Crest Hill, Will County, IL, and MGT Impact Solutions, LLC for the Services of Brian Bursiek as Temporary Administrative Assistant to the Interim Director of Public Works

Summary: Following the departure of our Public Works Administrative Assistant, Brian was selected through MGT. I am recommending while the City searches for a replacement and/or restructuring, that the City use a temporary employee.

Recommended Council Action: Approve a Resolution Approving (and Ratifying the Execution) of an Employee Leasing Agreement by and between the City of Crest Hill, Will County, IL, and MGT Impact Solutions, LLC for the Services of Brian Bursiek as Temporary Administrative Assistant to the Interim Director of Public Works.

Financial Impact:

Funding Source: General Fund, Water, Sewer

Budgeted Amount: \$75,000

Cost: \$72,000

Attachments:

Agreement and Resolution

RESOLUTION NO. _____

**A RESOLUTION APPROVING (AND RATIFYING THE EXECUTION) OF AN
EMPLOYEE LEASING AGREEMENT BY AND BETWEEN THE CITY OF CREST
HILL, WILL COUNTY, ILLINOIS, AND MGT IMPACT SOLUTIONS, LLC. FOR
THE SERVICES OF BRIAN BURSIEK AS TEMPORARY ADMINSTRATIVE
ASSISTANT TO THE INTERIM DIRECTOR OF PUBLIC WORKS**

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

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

WHEREAS, the City of Crest Hill is currently without a Director of Public Works following the resignation of Blaine Kline effective February 9, 2024; and

WHEREAS, the City of Crest Hill has currently contracted with MGT Impact Solutions, LLC for the services of Interim Public Works Director Julius Hansen; and

WHEREAS, due to the recent resignation of the Public Works Department Administrative Assistant, the City Council has determined that the City of Crest Hill needs a temporary Administrative Assistant to the Interim Director of Public Works; and

WHEREAS, MGT Impact Solutions, LLC ("MGT") is a national public-sector staffing firm specializing in the temporary placement of positions in local government (the "Services"); and

WHEREAS, MGT has offered the services of Brian Bursiek ("Bursiek") as temporary Administrative Assistant to the Interim Director of Public Works, and Bursiek is ready, willing, and able to perform the duties temporary Administrative Assistant to the Interim Director of Public Works ("Duties") for the City; and

WHEREAS, City Staff have negotiated an Employee Leasing Agreement (the "Agreement") with MGT for the purposes of engaging Bursiek to perform the Duties (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; and

WHEREAS, MGT is willing and able to lease its employee, Brian Bursiek, to the City of Crest Hill as temporary Administrative Assistant to the Interim Director of Public Works; and

WHEREAS, the City Council desires to engage MGT to provide the Services and MGT (and Bursiek) is ready, willing, and able to perform the Services for the City; and

WHEREAS, the City Council has determined that it is in the best interests of the City and its citizens to approve the Agreement with MGT and to ratify the execution of the Agreement by the Mayor effective July 9, 2025.

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 AND RATIFIED. 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. Therefore, the City Council hereby authorizes and directs the Mayor to execute and deliver, and the Clerk to attest, the Agreement, and further to take all other actions, including without limitation the execution and delivery of all documents, necessary and appropriate to effectuate the intent of this Resolution, which is to enter into the Agreement with MGT. The City Council hereby ratifies the execution of the Agreement by the Mayor, pursuant to its authority and direction, effective July 9, 2025.

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

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

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

[Left Intentionally Blank]

PASSED THIS 21ST DAY OF JULY, 2025.

	Aye	Nay	Absent	Abstain
Alderman Scott Dyke	_____	_____	_____	_____
Alderman Angelo Deserio	_____	_____	_____	_____
Alderdwoman 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 21ST DAY OF JULY, 2025.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

EXHIBIT A

EMPLOYEE LEASING AGREEMENT

THIS EMPLOYEE LEASING AGREEMENT (the "Agreement") is made by MGT Impact Solutions, LLC ("MGT"), and the City of Crest Hill, Illinois (the "Client"). MGT and the Client can be individually identified as a ("Party") and collectively as the ("Parties"). MGT and the Client agree as follows:

SECTION 1 SCOPE OF AGREEMENT

Section 1.01. Assigned Employee. The Client will lease certain employees of MGT, and MGT will lease to the Client, the personnel identified in attached Exhibit A, (the "Assigned Employee"). Exhibit A identifies the temporary position and/or assignment (the "Assignment") each Assigned Employee will fill at the Client, and it further identifies the base compensation for each Assigned Employee, as of the effective date of this Agreement. Exhibit A may be modified from time to time by an amended Exhibit A signed by both MGT and the Client. MGT has the sole authority to assign and/or remove the Assigned Employee, provided however, that the Client may request, in writing, that MGT remove or reassign the Assigned Employee which removal or reassignment shall not be unreasonably withheld by MGT. The Parties understand and acknowledge that the Assigned Employee is subject to the Client's day-to-day supervision.

Section 1.02. Independent Contractor. MGT is and remains an independent contractor, and not an employee, agent, partner of, or joint venturer with, the Client. MGT has no authority to bind the Client to any commitment, contract, agreement or other obligation without the Client's express written consent.

SECTION 2 SERVICES AND OBLIGATIONS OF MGT AND CLIENT

Section 2.01. Payment of Wages. MGT will, to the extent applicable and /or required by law, timely pay the wages and related payroll taxes of the Assigned Employee from MGT's own account in accordance with federal and Illinois law and MGT's standard payroll practices. MGT will withhold from such wages all applicable taxes and other deductions elected by the Assigned Employee. The Client acknowledges that MGT may engage a financial entity to maintain its financing and record-keeping services, which may include the payment of wages and related payroll taxes in accordance with this Section 2.01. The Client agrees to cooperate with MGT and any such financial entity to ensure timely payment of wages, related payroll taxes, and any applicable fees pursuant to Section 2.01. As to Assigned Employees, MGT will comply with the Immigration Reform and Control Act of 1986, 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, the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Employee Retirement Income Security Act ("ERISA") of 1974, and any other federal, state or local statute, state constitution, ordinance, order, regulation, policy or decision regulating wages and the payment of wages, prohibiting employment discrimination or otherwise establishing or relating to rights of Assigned Employee.

Section 2.02. Workers' Compensation. To the extent required by applicable law, MGT will maintain in effect workers' compensation coverage covering its Assigned Employee's work in an Assignment. Any applicable coverage under this Agreement terminates on the Termination Date of this Agreement. It is understood and agreed that the Client shall be under no obligation to reimburse or indemnify MGT for the workers compensation claims of the Assigned Employee(s) and MGT agrees to not seek any such reimbursement and/or indemnification; provided, however, that, this provision shall not apply and the Client shall be obligated to reimburse and hold MGT harmless for all loss and expense incurred as a result of such workers compensation claims in the event the Client engaged in intentional, reckless or grossly negligent misconduct relating thereto.

Section 2.03. Employee Benefits. MGT will provide to Assigned Employee those employee benefits identified in the attached Exhibit B. MGT may amend or terminate any of its employee benefit plans according to their terms. All employee benefits, including severance benefits for Assigned Employee will be included in Fees payable to MGT under Section 3.01 of this Agreement.

Section 2.04. Maintenance and Retention of Payroll and Benefit Records. MGT will maintain records of all wages and benefits paid and personnel actions taken by MGT in connection with any of the Assigned Employees. MGT will retain control of such records and make them available for inspection as required by applicable federal, state or local laws.

Section 2.05. Other Obligations of MGT. MGT will comply with any federal, state and local law applicable to its Assigned Employee(s).

Section 2.06. Direction and Control. The Parties agree and acknowledge that, with relation to the work to be performed by the Assigned Employee for Client hereunder, the Client has the right of direction and control over the Assigned Employee, including matters of discipline, excluding removal or reassignment, as provided for by Section 1.01. The Assigned Employee(s) will be supervised, directly and indirectly, and exclusively with regard thereto by the Client's supervisory and managerial employees and shall be deemed and considered a "public employee" under the Illinois Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq., and specifically as an agent, volunteer, servant or employee" under Section 1-102 thereof with respect to the work performed for the Client hereunder.

Section 2.07. Obligations of the Client. Pursuant to this Agreement the Client covenants, agrees and acknowledges:

(a) The Client will provide the Assigned Employee 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 Assigned Employee and the Assigned Employee's workplace. The Client agrees to comply, at its expense, with all health and safety directives from MGT's internal and external loss control specialists, MGT's workers' compensation carrier, or any government agency having jurisdiction over the place of work. The Client will provide and ensure use of all functional personal protective equipment as required by any federal, state or local law, regulation, ordinance, directive, or rule or as deemed necessary by MGT's workers' compensation carrier. MGT and/or its insurance carriers have the right to inspect the Client's premises to ensure that the Assigned Employee is not exposed to an unsafe workplace. MGT's rights under this paragraph do not diminish or alter the Client's obligations to the Assigned Employee under applicable law, or its obligations to MGT under this Agreement.

(b) With respect to the Assigned Employee, the Client will comply with all applicable labor and employment-related laws and regulations, and any other federal, state or local statute, state constitution, ordinance, order, regulation, policy or decision, prohibiting employment discrimination, or otherwise establishing or relating to the terms and conditions of Assigned Employee's Assignment.

(c) The Client retains the right to exert sufficient direction and control over the Assigned Employee as is necessary to conduct the Client's business and operations, without which, the Client would be unable to conduct its business, operation or to comply with any applicable licensure, regulatory or statutory requirements.

(d) The Client cannot remove or reassign the Assigned Employee unless mutually agreed to in writing by MGT and the Client in accordance with Section 1.01 of this Agreement.

Client will timely confer with MGT regarding any concern or complaint regarding Assigned Employee's performance or conduct under this Agreement.

(e) The Client will not pay wages, salaries or other forms of direct or indirect compensation, including employee benefits, to Assigned Employee. Client represents that its actions under this Agreement do not violate its obligations it may have under any collective bargaining Agreement.

(f) The Client must report to MGT any injury to any Assigned Employee of which it has knowledge within twenty-four (24) hours of acquiring such knowledge. If any Assigned Employee is injured in the course of performing services for the Client, the Client must follow the procedures and practices regarding injury claims and reporting.

(g) The Client must report all on the job illnesses, accidents and injuries of the Assigned Employee to MGT within twenty-four (24) hours following notification of said injury by Assigned Employee or Assigned Employee's representative.

SECTION 3 FEES PAYABLE TO MGT

Section 3.01. Fees. The Client will pay MGT fees for the services provided under this Agreement as follows:

(a) The base compensation as fully identified on Exhibit A, as amended; plus

(b) Any employee benefits MGT paid to the Assigned Employee as identified on Exhibit B (if applicable), including, but not limited to, salary; wages; commissions; bonuses; sick pay; workers' compensation, health and other insurance premiums; payroll, unemployment, FICA and other taxes; vacation pay; overtime pay; severance pay; monthly automobile allowances, and any other compensation or benefits payable under any applicable MGT pension and welfare benefit plan or federal, state or local laws covering the Assigned Employee.

Section 3.02. Payment Method. Every two (2) weeks during the term of this Agreement, MGT will invoice in writing the Client for the fees owed under this Agreement. Within thirty (30) days following receipt of such invoice, the Client must pay all invoiced amounts by check, wire transfer or electronic funds transfer to MGT to an account or lockbox as designated on the invoice. 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, MGT may, upon written notice to Client, suspend performance of services under this Agreement while any amount due is past due and remains unpaid.

SECTION 4 INSURANCE

Section 4.01. General and Professional Liability Insurance.

(a) The Client must maintain in full force and effect at all times during the term of this Agreement a Comprehensive (or Commercial) General Liability policy and Professional Liability insurance policy or policies (the "Policies") insuring the Client, its officials, and employees, with minimum coverage in the amount of \$1,000,000 per occurrence, \$3,000,000 aggregate. In the alternative, as applicable, the Client 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 Client agrees to fully discuss the SIR's parameters with MGT and its relationship to the Policies. At a minimum, the Policies must insure the Client its officials and employees against bodily injury and property damage liability caused by on-premises business operations, completed operations and/or products or professional service and non-owned automobile coverage. The non-owned automobile coverage shall not include the Assigned Employee's personal vehicle.

(b) MGT shall use its best efforts to obtain general liability and professional liability insurance naming the Client as an additional insured for Losses (as defined in Section 7 of this Agreement) to the Client arising out of the wrongful conduct of the Assigned Employee(s). To the extent that such coverage is available, responds to or defends against any such Losses, the Client shall have no further rights against MGT with relation thereto.

Section 4.02. Certificate of Insurance. Upon request, the Client will promptly issue to MGT one or more Certificates of Insurance, verifying the Client's compliance with the provisions of Section 4.01. It is understood and agreed that the commencement of work by an Assigned Employee hereunder prior to the issuance of any required Certificate of Insurance shall not constitute nor be deemed a waiver of the obligation of the Client under this provision nor the enforceability hereof.

Section 4.03. Automobile Liability Insurance. The Client shall maintain in effect automobile liability insurance which shall insure the Client and the Assigned Employee if the Assigned Employee operates a Client vehicle for any reason in connection with his her Assignment hereunder. Such coverage shall insure against liability for bodily injury, death and property damage.

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 MGT on the signature page (the "Effective Date"). The period during which the Assigned Employee works at the Client is defined as the ("Term"). The Term commences on the Effective Date and will continue for the period identified on the attached Exhibit A, 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 Client fails to timely pay the fees required under this Agreement, MGT may give the Client notice of its 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, MGT 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 of Agreement to execute Temp-to-Hire Option. The Client may hire the Assigned Employee permanently or temporarily at any time during the contract term. Recognizing MGT's investment in placing the employee, Client agrees to pay MGT a Temp-to-Hire fee according to the following schedule:

Time on Assignment	Administrative and Clerical Roles	IT Roles	Executive Roles
--------------------	-----------------------------------	----------	-----------------

0-3 Months	25.00%	30.00%	35.00%
4 - 6 Months	20.00%	25.00%	30.00%
7-12 Months	15.00%	20.00%	25.00%
13 -24 Months	5.00%	5.00%	10.00%
25+ Months	No Fee	No Fee	No Fee

Conversion fees are calculated as a percentage of annual salary offered to the employee.

SECTION 6 NON-SOLICITATION

Section 6.01. Non-Solicitation. The Client acknowledges MGT's legitimate interest in protecting its business for a reasonable time following the termination of this Agreement. Accordingly, the Client agrees that during the Term of this Agreement and for a period of two (2) years thereafter, the Client will not solicit, request, entice or induce Assigned Employee to terminate their employment with MGT, and the Client will not hire Assigned Employee as a permanent or temporary employee. If a Temp-to-Hire option provided for in Section 5.04 is properly exercised by the Client, then this Section 6.01 will not apply.

Section 6.02. Injunctive Relief. The Client recognizes that the rights and privileges granted by this Agreement are of a special, unique, and extraordinary character, the loss of which cannot reasonably or adequately be compensated for in damages in any action at law. Accordingly, the Client understands and agrees that MGT is entitled to equitable relief, including a temporary restraining order and preliminary and permanent injunctive relief, to prevent or enjoin a breach of Section 6.01 of this Agreement. The Client also understands and agrees that any such equitable relief is in addition to, and not in substitution for, any other relief to which MGT can recover.

Section 6.03. Survival. The provisions of Section 6 survive the expiration or termination of this Agreement.

SECTION 7 DISCLOSURE AND INDEMNIFICATION PROVISIONS

Section 7.01. Indemnification by MGT. MGT agrees to indemnify, defend and hold the Client and its related entities or their agents, representatives or employees (the "Client Parties") harmless from and against all claims, liabilities, damages, costs and expenses ("Losses") arising out of any of the following: (a) MGT's breach of its obligations under this Agreement; (b) actions or conduct of MGT and its related business entities, their agents, representatives, and employees (the "MGT Parties"), taken or not taken with respect to the Assigned Employees that relate to events or incidents occurring prior or subsequent to the term of this Agreement; or (c) acts or omissions of MGT or any of the MGT Parties including the Assigned Employee, that are the direct and proximate cause of any such Loss.

Section 7.02. Indemnification by the Client. The Client agrees to indemnify, defend and hold the MGT Parties harmless from and against all Losses arising out of any of the following: (a) Client's breach of its obligations under this Agreement; (b) activities or conditions associated with the Assignment, including without limitation, the Assigned Employee workers' compensation claims, but only as specifically provided in Section 2.02 of this Agreement; or (c) acts or omissions of Client that are the direct and proximate cause of any such Loss. Notwithstanding the foregoing, the Client shall have no obligation to the MGT parties under this Section with respect to Losses arising out of events or incidents occurring before or after the term of this Agreement.

Section 7.03. Indemnification Procedures. The Party seeking indemnity (the "Indemnified Party") from the other Party (the "Indemnifying Party") pursuant to this Section 7, must give the Indemnifying Party

prompt notice of any such claim, allow the Indemnifying Party to control the defense or settlement of such claim and cooperate with the Indemnifying Party in all matters related thereto. However, prior to the Indemnifying Party assuming such defense and upon the request of the Indemnified Party, the Indemnifying Party must demonstrate to the reasonable satisfaction of the Indemnified Party that the Indemnifying Party (a) is able to fully pay the reasonably anticipated indemnity amounts under this Section 7 and (b) will take steps satisfactory to the Indemnified Party to ensure its continued ability to pay such amounts. In the event the Indemnifying Party does not control the defense, the Indemnified Party may defend against any such claim at the Indemnifying Party's cost and expense, and the Indemnifying Party must fully cooperate with the Indemnified Party, at no charge to the Indemnified Party, in defending such potential Loss, including, without limitation, using reasonable commercial efforts to keep the relevant Assigned Employee available. In the event the Indemnifying Party controls the defense, the Indemnified Party is entitled, at its own expense, to participate in, but not control, such defense. The failure to promptly notify the Indemnifying Party of any claim pursuant to this Section will not relieve such Indemnifying Party of any indemnification obligation that it may have to the Indemnified Party, except that the Indemnifying Party shall have no obligation to reimburse the Indemnified Party for fees and costs incurred and any settlements made by the Indemnified Party without the prior written consent of the Indemnified Party prior to such notice or to the extent that the Indemnifying Party demonstrates that the defense of such action was materially prejudiced by the Indemnified Party's failure to timely give such notice.

Section 7.04. Survival of Indemnification Provisions. The provisions of Section 7 survive the expiration or termination of this Agreement.

SECTION 8 MISCELLANEOUS PROVISIONS

Section 8.01. 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, except for changes to the fees provided for in Section 3.

Section 8.02. 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, which consent will not be unreasonably withheld.

Section 8.03. 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 8.04. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding MGT's placement of the Assigned Employee with the Client, and contains all of 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.

Section 8.05. 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 8.06. Gender. Whenever the context herein so requires, the masculine, feminine or neuter gender and the singular and plural number include the other.

Section 8.07. 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 8.08. 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 8.09. 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, and 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 writing signed by the Party against whom the waiver is to be effective.

Section 8.10. 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. Each Party must reasonably cooperate with the other Party regarding any Freedom of Information Act (FOIA) request calling for production of documents related to this Agreement.

Section 8.11. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, except the law of conflicts.

Section 8.12. Force Majeure. MGT will not be responsible for failure or delay in assigning its Assigned Employee to Client 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 MGT.

Section 8.13. Assignment. Neither party may assign any rights nor delegate any duties or obligations under this Agreement without the express written consent of the other party. Notwithstanding the foregoing, MGT, or its permitted successive assignees or transferees, may assign or transfer this Agreement or delegate any rights or obligations hereunder without consent: (i) to any entity controlled by, or under common control with, MGT, or its permitted successive assignees or transferees; or (ii) in connection with a merger, reorganization, transfer, sale of assets or change of control or ownership of MGT, or its permitted successive assignees or transferees.

SECTION 9 DISPUTE RESOLUTION

SECTION 9.01. Mandatory Mediation/Arbitration.

- (a) Party Conference. In the event of any controversy, dispute or claim arising out of or in any way related to this Agreement or the subject-matter hereof (a "Claim"), the Parties, by and through their principals, shall, within thirty (30) days of being advised of the Claim, confer and attempt to informally resolve the Claim. The purpose of this conference is to either resolve the Claim arising hereunder or, in circumstances where a claim has been asserted or threatened against the Client based on or potentially based on, in whole or in part, the conduct, acts, errors or

omissions of the Assigned Employee, to agree upon a collaborative strategy whereby the parties participate in a manner that does not negatively impact the defense of the claim and, to the extent possible, preserves a unified defense. All parties agree to engage in good faith efforts in this regard.

- (b) **Mandatory Mediation.** In the event that the Party Conference required under paragraph (a) above, is unsuccessful, the Claim shall then be subject to mediation in an endeavor to settle the dispute in an amicable manner. Mediation shall be a condition precedent to arbitration required under paragraph 9.01 (c). The mediation shall be conducted by a mediator selected jointly by the Parties who is: an uninterested party who is a current or former local government executive or officer; a risk manager, executive of an insurance or reinsurance company or of an insurance or reinsurance intermediary; a practicing lawyer with experience in the insurance industry and/or municipal or employment law; or a retired judge. The Parties shall agree to such a mediator within fourteen (14) days of a request hereunder being received by the non-requesting party. In the event that the Parties fail to so agree within the time stipulated or otherwise extended by agreement of the Parties, the mediator shall be selected in accordance with the Commercial Mediation Rules of the American Arbitration Association. The mandatory mediation shall be held in Chicago, Illinois, or at location otherwise agreed by the Parties, within 45 days after the selected mediator has accepted his or her appointment.
- (c) **Mandatory Arbitration.** Any Claim not resolved by mediation as set forth in paragraph 9.01(b) hereof (“the Mediation Claim”), including any disputes as to the scope and meaning of this Article and the arbitrability of any Claim, shall be decided by arbitration. A claim in arbitration must be initiated within ninety (90) calendar days after termination of the Mediation Claim, which in the absence of agreement by the Parties to the contrary, shall be deemed the date on which the last demand or offer in settlement was made or on which the Parties met in person with the mediator, whichever is later. The Parties shall jointly agree on single arbitrator, who shall meet the same qualifications as required of the Mediator as set forth in paragraph 9.01 (b) hereof. The Arbitrator shall be selected by the Parties within thirty (30) days of receipt of the Arbitration Claim by the non-demanding party. Failing agreement of the parties within the time stipulated or otherwise extended by agreement of the Parties, the arbitrator shall be selected in accordance with the Commercial Arbitration Rules of the American Arbitration Association – Expedited Procedure.
- (d) **Hearings and Award.** The arbitration shall be before one (1) arbitrator and shall be held in Chicago, Illinois, or at such other location as may be agreed by the Parties. Hearings hereunder shall not be open to the public and will be private and confidential. The award rendered by the Arbitrator shall be final and judgment may be entered thereon in accordance with applicable law in a court of competent jurisdiction. The arbitrator will be bound by the terms and conditions of this Agreement and shall have no power, in rendering his or her award, to alter or depart from any express provision of this Agreement, and his or her failure to observe this limitation shall constitute grounds for vacating the award. The arbitrator will not be empowered to award punitive damages except for willful misconduct. The award of the arbitrator shall be final and binding upon the parties and judgment upon the award may be entered in any court having jurisdiction thereof.

SECTION 10 NOTICES

SECTION 10.01. Notices. All Notices given under this Agreement must be written and may be given by personal delivery, first class U.S. Mail, registered or 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) 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 MGT:

MGT Impact Solutions, LLC
4320 W Kennedy Blvd.
Tampa, FL 33609
Attn: Legal Notice / Contracts
813-327-4717 – contracts@mgt.us

Copy to:
Michael J. Earl, Staffing Manager
847-652-1310 – mearl@mgt.us

If to Client:

CITY OF CREST HILL
20600 City Center Boulevard
Crest Hill, Illinois 60403
Attn: Blaine Wing
815-741-5100 x 238 – bwing@cityofcresthill.com

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

MGT IMPACT SOLUTIONS, LLC

By _____
Name: A. Trey Traviesa
Title: CEO – MGT Impact Solutions, LLC

EFFECTIVE DATE: July 9, 2025

CITY OF CREST HILL

By _____
Name: _____
Title: _____

EXHIBIT A

Assigned Employee and Base Compensation

As of July 9, 2025 (“Effective Date”), MGT Impact Solutions, LLC (“MGT”) and the City of Crest Hill (“Client”) execute this Exhibit A pursuant to the Employee Leasing Agreement between the Parties dated July 9, 2025 (“Agreement”).

ASSIGNED EMPLOYEE: Brian Bursiek

POSITION/ ASSIGNMENT: Temporary Assistant to Director of Public Works

POSITION TERM: July 9, 2025 – November 14, 2025. Thereafter, the agreement may be extended up to March 13, 2026 upon mutual agreement of both parties. Either party may terminate the agreement at any time by providing two weeks advance written notice.

BASE COMPENSATION: \$68.15/hour. Work hours per week will vary but are expected to average between 24-40 hours/week. In the event of work in excess of 40 hours week, the hourly rate will be \$97.88/hour. Employee will receive one hour time credit for each week worked in consideration for travel time and mileage expense.

OTHER-PAID TIME OFF: State required paid leave (Illinois Paid Leave for all Workers Act) is included in the fee for service. Employee will coordinate any leave requests with the client. Time off for paid leave shall be administered in accordance with state law.

The parties hereby represent and warrant that the individuals whose signatures appear below are authorized by resolution or by their position with that party to enter into and execute this Exhibit A and any amendment thereto on that party's behalf.

MGT IMPACT SOLUTIONS, LLC

CITY OF CREST HILL

By:_____

By:_____

Name:_____

Name:_____

Title:_____

Title:_____

Date:_____

Date:_____

This Exhibit A amends and supplements but does not replace all Exhibits A dated prior to the Effective Date of this Agreement.

EXHIBIT B

Summary of Benefits

Does Not Apply



Agenda Memo**Crest Hill, IL**

Date:	7/9/2025
Submitter:	Julius Hansen, Interim Director of Public Works
Department:	Public Works
Agenda Item:	Approval of Pay Request #30 from Vissering Construction Inc. with direction to send it to the IEPA for approval and disbursement for a total amount of \$1,108,332.12

Summary:

Strand Engineering 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 #30 is \$1,108,332.12 for work performed between June 1 and June 31, 2025. 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 #30 from Vissering Construction Inc. with direction to send it to the IEPA for approval and disbursement for a total amount of \$1,108,332.12.

Financial Impact:

See attached memo and application for payment from Strand Engineering

Attachments:

Memo and application for payment from Strand Engineering Pay Request #30

Strand Associates, Inc.®

1170 South Houbolt Road

Joliet, IL 60431

(P) 815.744.4200

www.strand.com



July 8, 2025

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. 30, 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. 30, Vissering Construction Company (Contractor) is requesting a total of \$1,108,332.12 for the work performed between June 1 and 30, 2025. 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; elevated walkway concrete work at Structure 30; Structure A10 metal fabrications and grating; painting; underground site piping and manholes; ductwork insulation; gate installation; primary clarifier collector equipment; and bubble aeration diffuser equipment. Strand Associates, Inc.® has reviewed the pay application submitted by Contractor and recommends the Application for Payment request in the amount of \$1,108,332.12.

The current total Contract amount is \$49,460,138.00. There have been eight change orders to date. Total work completed through June 30, 2025, is \$37,508,113.39. A total of \$2,473,006.90 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: JULIUS HANSEN, INTERIM 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)

06.30.2025

PAYMENT APPLICATION NO.: 30

CONTRACT AMOUNT	
ORIGINAL CONTRACT AMOUNT	\$50,640,000.00
PLUS: ADDITIONS TO CONTRACT	\$258,286.00
LESS: DEDUCTIONS FROM CONTRACT	\$1,438,148.00
ADJUSTED CONTRACT AMOUNT TO DATE	\$49,460,138.00
WORK PERFORMED	
COST OF WORK COMPLETED	\$37,508,113.39
PLUS MATERIALS STORED (ATTACH SCHEDULE)	\$0.00
NET AMOUNT EARNED TO DATE	\$37,508,113.39
LESS AMOUNT OF RETAINAGE	\$2,473,006.90
SUBTOTAL	\$35,035,106.49
LESS PREVIOUS PAYMENTS	\$33,926,774.37
AMOUNT DUE THIS APPLICATION	\$1,108,332.12

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: July 8, 2025

STRAND ASSOCIATES, INC ®

BY: _____

(Authorized Signature)

BY: _____

(Print Name)

Contractor's Application for Payment No. 30	
Application Period: 06.01.2025 - 06.30.2025 Application Date: 06.30.2025	
To (Owner) CITY OF CREST HILL, IL; ATTN: J.HANSEN 20600 CITY CENTER BLVD, CREST HILL, IL 60403	From (Contractor): VISSERING CONSTRUCTION COMPANY
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	Number	Additions	Deductions
	1	\$45,297.00	(\$1,383,338.00)
	2	\$19,757.00	
	3	\$9,362.00	(\$16,295.00)
	4	\$45,205.00	(\$1,807.00)
	5	\$26,445.00	(\$16,673.00)
	6	\$56,463.00	(\$20,035.00)
	7		
	8	\$55,757.00	
TOTALS		\$258,286.00	(\$1,438,148.00)
NET CHANGE BY CHANGE ORDERS		(\$1,179,862.00)	

1. ORIGINAL CONTRACT PRICE.....	\$ 50,640,000.00
2. Net change by Change Orders.....	\$ (1,179,862.00)
3. Current Contract Price (Line 1 ± 2).....	\$ 49,460,138.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$ 37,508,113.39
5. RETAINAGE:	
a. 5% X \$ 49,460,138.00 Work Completed.....	\$ 2,473,006.90
b. 10% X _____ Stored Material.....	\$ -
c. Total Retainage (Line 5a + Line 5b).....	\$ 2,473,006.90
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$ 35,035,106.49
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 33,926,774.37
8. AMOUNT DUE THIS APPLICATION.....	\$ 1,108,332.12
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$ 14,425,031.51

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:  Date: 7/2/2025
Tony Marzetta, Project Manager

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)

Agenda Memo**Crest Hill, IL**

Date: 7/9/2025
Submitter: Julius Hansen, Interim Director of Public Works
Department: Public Works
Agenda Item: Emergency Purchase and Service for East STP

Summary:

On 6/20/25 I was notified by an employee at the East STP that three of the four "WAS" Pumps were not working properly. After evaluation it was determined that two of the three pumps needed to be replaced and the third could be repaired. I solicited quotes from two vendors to purchase the required two pumps (see attached). I notified the City Administrator of the need for an emergency purchase. I planned to make the purchase and have the two pumps installed the next day (6/21/25 -Saturday). The work was successfully accomplished at that time, and all WAS pumps were immediately back in service.

Recommended Council Action:

Approval of purchase and service of two pumps from Metropolitan Pump Company for a total cost of \$32,428.00

Attachments:

Quote from Xylem

Quote from Metropolitan

Julius Hansen

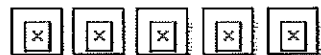
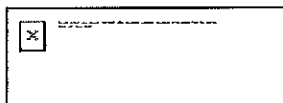
From: Tuinstra, Christopher - Xylem <Christopher.Tuinstra@xylem.com>
Sent: Friday, June 20, 2025 1:50 PM
To: Bushor, David - Xylem; Julius Hansen
Subject: RE: Replacement pump quote
Attachments: Crest Hill 7_5hp replacement quote.pdf

External Sender: Use caution with links and attachments. Use caution when replying. If you are unsure please contact IT.

Julius,

Attached is the quote for a replacement pump plus install. We have these in stock in our central warehouse so lead time would be about a week. Please let me know if you have any questions.

Thank You,



How are we doing?

CHRISTOPHER TUINSTRA

Sales Representative
 C: 708-990-4919
 O: 708-781-0177
 9661 194th Street Mokena, IL 60448

christopher.tuinstra@xylem.com

[LEAVE FEEDBACK](#)

From: Bushor, David - Xylem <David.Bushor@xylem.com>
Sent: Friday, June 20, 2025 1:19 PM
To: Julius Hansen <jhansen@cityofcresthill.com>
Cc: Tuinstra, Christopher - Xylem <Christopher.Tuinstra@xylem.com>
Subject: Replacement pump quote

Julius,

Chris is your sales rep. He will be getting a quote and a lead time for you shortly.

xylem

David Bushor
 Service Center Specialist
 9661 194th Place
 Mokena, IL 60448
 Cell: 773-835-3431



Xylem Water Solutions USA, Inc.
Flygt Products

June 20, 2025

CITY OF CREST HILL
 1610 PLAINFIELD RD
 CREST HILL IL 60403-1991

9661 194th Street
 Mokena, IL 60448
 Tel (708) 342-0484
 Fax (708) 342-0491

Quote # 2025-CHI-0370
 Project Name: Grundfos replacement 7.5HP
 Job Name:

Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following Flygt equipment.

3127 with mini-cas plus install

Qty	Description
1	Flygt Model NP-3127.060 4" volute Submersible pump equipped with a 460 Volt / 3 phase / 60 Hz 7.5 HP 1750 RPM motor, 489 impeller, 1 x 50 Ft. length of SUBCAB 4G6+2x1,5 submersible cable, FLS leakage detector, volute is prepared for Flush Valve
1	MINI-CASII/FUS 120/24VAC,24VDC
1	SOCKET,11 PIN OCTAL DIN MOUNT
2	LABOR,SVC FLYGT,NO TAX Z2-TP MODELS: 3000,7000,8000 Drill discharge flange to mount customer supplied Grundfos bracket.

Install/Startup

Qty	Description
1	START UP,FLYGT,NO TAX 1-TP MODELS: 3000,7000,8000

Total Price \$ 13,883.60

Freight Charge \$ 777.00

Total Price \$ 14,660.60

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.



METROPOLITAN**PUMP COMPANY**

A Division of METROPOLITAN INDUSTRIES, INC.

37 FORESTWOOD DRIVE • ROMEOVILLE, IL • 60446-1343

(815) 886-9200

FAX (815) 886-4573

www.metropolitanind.com

QUOTATION

Page 1 of 1

Project: Replacement WAS Pumps
Crest Hill, IL. - East WWTP

TO: Mr. Julius Hansen

We are pleased to have the opportunity to provide a QUOTE on the following equipment and services.

Crest Hill, IL. East WWTP - Replacement WAS Pumps:

QTY	DESCRIPTION
2	KSB Amarex F-Max 100-230 Submersible Non-Clog Pumps 4" Suction / 4" Discharge / 180mm Impeller (F-Max - Recessed) 8.7 HP, 11.6 FLA, 480 Volt, 3 Phase, 1750 RPM, 50' Shielded Cable
2	SS Lifting Chains & Shackles
2	Adaptor Labor & Hardware to Mount Existing Sealing Flanges on New Pumps
2	PumpSafe Modules
1/L	Installation of Pumps & PumpSafe Module
1/L	Start-up
1/L	Freight

Your cost for the above described equipment and services is:

\$32,428.00**Notes & Clarifications:**

Not Included: Sealing Flange, Guiderails, VFD, Conduit, Wire, Taxes, Permits, Fees and Anything Not Listed.

TERMS: Net 30 days from date of invoice. All invoices are payable in full when due, with no retainage allowed.

THIS QUOTATION, SUBJECT TO THE CONDITIONS ON THE REVERSE SIDE HEREOF, MAY BE ACCEPTED ONLY BY SIGNING ONE COPY OF THIS QUOTATION AND RETURNING IT TO METROPOLITAN PUMP CO. NOT LATER THAN THE DATE INDICATED ON THE FACE HEREOF AFTER WHICH THIS QUOTATIONS IS VOID. THIS QUOTATION AFTER ACCEPTANCE BY BUYER MAY BE CANCELLED BY EITHER PARTY WITH NO PENALTY ONLY IF ENGINEER FAILS TO APPROVE SELLERS APPROVAL BROCHURE.

Accepted:

Firm:

By:

Title:

Julius Hansen
City of Crest Hill
Julius Hansen
Director of P.W.

Quotation No:

Submitted:

Void after:

Prepared By:

Keith062025MS

June 20, 2025

30 Days

Keith Girup

CrestHill.EastWWTP.WASPumpReplacements.Quotation

Memo



Public Works Department

City of Crest Hill

Date:	7/10/2025
Submitter:	Julius Hansen, Interim Director of Public Works
Department:	Public Works
Agenda Item:	Well 4 Out of Service

A handwritten signature in dark ink, appearing to be "J.H.", is written over the text "Julius Hansen, Interim Director of Public Works".

In June of 2025 Well 4 was not running properly and needed to be shut down. A check valve on the well assembly was found to be contributing to the problem. To install a new check valve for the well an insertion valve needed to be installed at the street. The old valve did not work. Superior Excavating performed the insertion valve work on July 7, 2025, for \$12,300. Another company then installed the check valve shortly afterward for a total cost of approximately \$15,000. This work needed to be completed for the overall operation of the well, but it did not solve the immediate problem with the well.

The same contractor that recently repaired Well #10 in April of this year was called to evaluate well #4. On July 10th they determined that the pump and motor needed to be replaced just like Well 10. Unlike well 10 the pump and motor at well #4 have reached its maximum effective service life (over 10 years old). The motor and pump need to be pulled from the well to be evaluated. Well 4 will need additional preparation work before installing the new pump and motor that was performed on Well #10 three years ago. This will include televising and cleaning the well casing before the pump and motor are installed.

I have received a very preliminary quote for the total cost of the work to be approximately \$101,124. The above-mentioned \$15,000 has already been spent to date on repairs to the well. The structural components of the well have not been "televised" in over 10 years. Hence, additional costs for more repairs than noted in the quote could add to the estimated expense. I expect cleaning and rehabilitation will be required and that is not in the quote. Therefore, I recommend the approval of \$150,000 to include some contingency funds for various issues that

might need to be addressed that we just don't know yet. However, this does not include any potentially **significant** unforeseen expenses.

This company installed the well assembly for well #10 as new in 2020, and all the preliminary work that went with it. They recently did that same work to the same well from the lightning strike. This is another emergency Well repair, and they are the recommended choice to do the work based on previous performance for the city.

Recommended Council Action: To approve an amount not to exceed \$150,000 in total for Layne Christensen Company to complete the work on Well 4.

Attachments: Estimate from Layne Christensen Company.

Invoice

Date	Invoice #
7/7/2025	1240



131 ZAPATA LN.
MINOOKA, IL 60447

Bill To

[REDACTED]
Crest Hill, IL 60403

Terms	Project
	Webb Street Insertio...

Description	Qty	Rate	Amount
7/7/2025- Excavate and Install 1, 6" Insertion Valve on Webb St in Crest Hill, IL	1	9,800.00	9,800.00
6" Insertion Valve including Excavation	1	2,500.00	2,500.00
Exploratory Excavation			

Total \$12,300.00

Payments/Credits \$0.00

Balance Due \$12,300.00

Phone #	Fax #	E-mail
8154090721		superiorex@comcast.net



Layne Christensen Company
721 W. Illinois Avenue
Aurora, IL 60506

630/897-6941
graniteconstruction.com

July 7, 2025

Julius Hansen
City of Crest Hill
20600 City Center Blvd.
Crest Hill, IL 60403

Re: WELL NO. 4 – WELL REHABILITATION PROPOSAL

Dear Mr. Hansen,

Our servicemen were at the well house to troubleshoot the pump and motor assembly installed at Well 4 located in Crest Hill, IL. Per your request, we are sending this letter to estimate the costs for the pulling pumping assembly and rehabilitating Well No. 4.

Per Layne's records, the pumping equipment in this well is a 25HP Franklin motor and a Grundfos 385S250-3 stage pump end rated for 405GPM, set on 168' of 4" T&C 304-stainless steel pipe. The well is an 8" Casing and has been in service since 1981 and the current pumping assembly was last replaced in 2015.

We mobilized to your site on July 6, 2025, to troubleshoot, and our technicians noticed that the vibrations from the pumping assembly are too loud and is vibrating the whole building. Due to the blind setting (near by the powerlines), we may have to use a Large Crane to pull and set the equipment. (We will charge you for Large Crane and 2-Men - \$551/Hr. if that is used instead of Small-Rig).

Due to the nature of the situation, an exact cost cannot be determined until the pumping assembly has been pulled and inspected. However, for budgetary purposes, we have developed the proposal below for pulling, inspecting the assembly and replacing with the new equipment if needed. We are still waiting on material pricing for the chemical treatment, but due to the emergency nature, we wanted to get you this proposal as soon as possible.

If the city agrees to conduct a video-survey of the well, it will help in determining the extent for chemical rehabilitation/cleaning of the well whose cost is not included in this proposal.

Pump repairs of this nature are normally performed on a time & material basis, per the rates, terms, & conditions as outlined on the attached Work Order Form. We would utilize a Small Pump Service rig or Large Crane, along with a three-man crew.

WATER RESOURCES

The listing of the items for our T&M estimate is broken down as follows:

Crest Hill - Well 4 - Pull, Inspect and Re-install					
	Item	Qty	Unit	Unit Cost	Extension
1	Load and mobilize to the site, set up pipe inspection racks, pump service rig and support equipment. Lockout power to pump.				
	Mobilize equipment to Site; Rig Up				
	Serviceman and Helper (LOADING)	4	HR	\$ 385.00	\$ 1,540.00
	Small-Rig and two-man crew	8	HR	\$ 496.00	\$ 3,968.00
	Serviceman with Truck and Tools	8	HR	\$ 281.00	\$ 2,248.00
2	REMOVE THE COMPLETE PUMPING ASSEMBLY				
	Small-Rig and 2-Man Crew	16	HR	\$ 496.00	\$ 7,936.00
	Serviceman with Truck and Tools	16	HR	\$ 281.00	\$ 4,496.00
	Power Tongs	2	DY	\$ 475.00	\$ 950.00
3	TV Service				
	Conduct a down-hole video survey to determine if the well needs any mechanical or chemical rehabilitation and assess down-hole conditions	1	EA	\$ 1,800.00	\$ 1,800.00
4	INSPECT PUMPING COMPONENTS				
	Inspect Pump/Motor, and Pipe				
	Machinist and Equipment	8	HR	\$ 214.00	\$ 1,712.00
	Helper	8	HR	\$ 190.00	\$ 1,520.00
	Sandblast Equipment and 2-Man Crew	8	HR	\$ 435.00	\$ 3,480.00
	Serviceman and Helper (yard UNLOADING)	2	HR	\$ 385.00	\$ 770.00
5	WELL REHABILITATION - SCRATCH AND BAIL				
	Scratch the Well casing and bailing out the debris				
	Small-Rig and 2-Man Crew	24	HR	\$ 496.00	\$ 11,904.00
	Serviceman with Truck and Tools	24	HR	\$ 281.00	\$ 6,744.00
	Dumpster	2	DY	\$ 1,500.00	\$ 3,000.00

6	CHEMICAL/ACIDIC TREATMENT OF THE WELL				
	Chemical Treatment and Surging Equipment	1	LS	TBD	TBD
7	SET PUMP				
	SET PUMP, TEST AND DEMOBILIZE				
	Small-Rig and 2-Man Crew	16	HR	\$ 496.00	\$ 7,936.00
	Serviceman with Truck and Tools	16	HR	\$ 281.00	\$ 4,496.00
	Welder	8	HR	\$ 195.00	\$ 1,560.00
	Power Tongs	2	DY	\$ 475.00	\$ 950.00
8	PICK UP AND LOAD NEW MATERIAL				
	Helper	6	HR	\$ 190.00	\$ 1,140.00
9	REPAIRS				
	Pipe Repairs, Connect Pump/Motor				
	Machinist and Equipment	24	HR	\$ 214.00	\$ 5,136.00
	12" Threading and Operator	8	HR	\$ 240.00	\$ 1,920.00
10	MATERIALS				
	Franklin - 25 HP, 230/1 3w - 6" Motor	1	EA	\$ 4,250.00	\$ 4,250.00
	Grundfos 25 HP - 402 GPM, 6" SS. Pump end	1	EA	\$ 6,000.00	\$ 6,000.00
	4" - SST Column Pipe	168	FT	\$ 40.00	\$ 6,720.00
	4" x 36" SS PUP	2	EA	\$ 1,200.00	\$ 2,400.00
	4" - Flomatic. Positive Check valve - SS	1	EA	\$ 4,000.00	\$ 4,000.00
	AWG No 4 Cable	180	LF	\$ 8.60	\$ 1,548.00
	Misc. (Airline, Chlorine, gauges, screws)	1	LS	\$ 1,000.00	\$ 1,000.00
TOTAL ESTIMATED COST					\$ 101,124.00

We assume the pump can be pulled in a normal fashion without the need for any fishing for its removal from the well.

Once the pump has been removed and inspected, *Layne would provide an updated repair cost estimate BEFORE proceeding with any repairs.* Of course, if we encounter something needed that is out of the ordinary/unforeseen, we will include that in the updated estimate.

This proposal is contingent upon mutually agreeable terms and conditions.

This work will be performed by our field crew from our Aurora, IL office, which operates under Local Union 150 labor rates. The work will be performed on a time and materials (T&M) basis, and proposal items will only be billed based on actual work performed on-site. The cost estimate

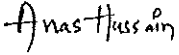
City of Crest Hill
Well No. 4
July 10, 2025
Page 4

above is an approximation of the total expenses that may be incurred for pulling and inspecting the well only.

Layne values our longstanding relationship with the City of Crest Hill and is looking forward to again being of service to you on this project. If you have any questions, comments, or concerns regarding the proposal above please do not hesitate to contact me. I can always be reached either in the office at 630.897.6941 or on my mobile at 630.538.6202.

Yours Very Truly,

Layne Christensen Company


Anas Hussian
Project Manager

Above work accepted by (signature): _____

Printed Name: _____

Title: _____

Date: _____



Agenda Memo

Crest Hill, IL

Meeting Date:	July 21, 2025
Submitter:	Ronald J Wiedeman
Department:	Engineering
Agenda Item:	Award the contract to Len Cox and Sons Excavating in the amount of \$1,795,366.25 for the Hillcrest Shopping Center Water Main Improvement.

Summary: Bids were advertised and solicited for qualified contractors to provide unit price costs for the Hillcrest Shopping Center Water Main Improvement.

The city solicited bids through the newspaper and IDOT construction bulletin looking for qualified contractors. A total of five (5) local prequalified contractors picked up bids and two (2) submitted bids. The bids were received for the improvement at Crest Hill City Hall until 10:00 AM local time on Tuesday, July 8, 2025. Bids were opened and read aloud on Tuesday, July 8, 2025, at 10:00 AM in the Council Chambers. The following is a list of the bids received:

Results

- | | |
|--------------------------------|----------------|
| 1. Len Cox and Sons Excavating | \$1,795,366.25 |
| 2. J Russ and Company, Inc. | \$2,310,436.16 |

The Design Engineering Estimate \$1,961,320.00

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

Recommended Council Action: Award the contract to Len Cox and Sons Excavating in the amount of \$1,795,366.25 for the Hillcrest Shopping Center Water Main Improvement.

Financial Impact:

Funding Source: Water Fund

Budgeted Amount: \$9,129,250.00

Cost: \$1,795,366.25

Total 2026 budget amount obligated to the water main replacement fund to date including this work: \$4,904,482.00

Attachments:

Bid Tab-Hillcrest.pdf

LOR Wiedeman Bid Award Recommendatin_2025_0711.pdf

HILLCREST SHOPPING CENTER WATER MAIN REPLACEMENT

Bid Tabulation

CBBEL Project No. 200408.00001

Bids Opened: July 8, 2025

BID					ENGINEER'S ESTIMATE		LEN COX AND SONS EXCAVATING		J. RUSS AND COMPANY, INC		
ITEM NO	SP	PAY CODE	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1		20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	30	\$ 50.00	\$ 1,500.00	\$ 45.00	\$ 1,350.00	\$ 37.71	\$ 1,131.30
2		20101100	TREE TRUNK PROTECTION	EACH	2	\$ 150.00	\$ 300.00	\$ 200.00	\$ 400.00	\$ 161.62	\$ 323.24
3		20101200	TREE ROOT PRUNING	EACH	5	\$ 150.00	\$ 750.00	\$ 200.00	\$ 1,000.00	\$ 244.44	\$ 1,222.20
4		20101300	TREE PRUNING (1 TO 10 INCH DIAMETER)	EACH	4	\$ 150.00	\$ 600.00	\$ 150.00	\$ 600.00	\$ 80.81	\$ 323.24
5		20101350	TREE PRUNING (OVER 10 INCH DIAMETER)	EACH	1	\$ 225.00	\$ 225.00	\$ 300.00	\$ 300.00	\$ 161.61	\$ 161.61
6		20200200	ROCK EXCAVATION	CU YD	530	\$ 150.00	\$ 79,500.00	\$ 200.00	\$ 106,000.00	\$ 300.00	\$ 159,000.00
7		20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	200	\$ 50.00	\$ 10,000.00	\$ 0.01	\$ 2.00	\$ 35.73	\$ 7,146.00
8		28000400	PERIMETER EROSION BARRIER	FOOT	1400	\$ 5.00	\$ 7,000.00	\$ 4.00	\$ 5,600.00	\$ 4.30	\$ 6,020.00
9		28000510	INLET FILTERS	EACH	20	\$ 200.00	\$ 4,000.00	\$ 225.00	\$ 4,500.00	\$ 250.00	\$ 5,000.00
10	#	30300001	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	200	\$ 50.00	\$ 10,000.00	\$ 45.00	\$ 9,000.00	\$ 60.00	\$ 12,000.00
11		550A2320	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 12"	FOOT	19	\$ 130.00	\$ 2,470.00	\$ 47.00	\$ 893.00	\$ 146.48	\$ 2,783.12
12		550A2350	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 21"	FOOT	25	\$ 225.00	\$ 5,625.00	\$ 75.00	\$ 1,875.00	\$ 191.02	\$ 4,775.50
13		550A2380	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 30"	FOOT	45	\$ 250.00	\$ 11,250.00	\$ 110.00	\$ 4,950.00	\$ 208.24	\$ 9,370.80
14	#	56102900	DUCTILE IRON WATER MAIN 4"	FOOT	25	\$ 115.00	\$ 2,875.00	\$ 99.75	\$ 2,493.75	\$ 155.00	\$ 3,875.00
15	#	56103000	DUCTILE IRON WATER MAIN 6"	FOOT	660	\$ 125.00	\$ 82,500.00	\$ 103.75	\$ 68,475.00	\$ 160.00	\$ 105,600.00
16	#	56103100	DUCTILE IRON WATER MAIN 8"	FOOT	3130	\$ 130.00	\$ 406,900.00	\$ 114.00	\$ 356,820.00	\$ 185.00	\$ 579,050.00
17	#	56104800	WATER VALVES 4"	EACH	1	\$ 2,250.00	\$ 2,250.00	\$ 1,900.00	\$ 1,900.00	\$ 2,331.74	\$ 2,331.74
18	#	56104900	WATER VALVES 6"	EACH	6	\$ 2,750.00	\$ 16,500.00	\$ 2,000.00	\$ 12,000.00	\$ 2,653.64	\$ 15,921.84
19	#	56105000	WATER VALVES 8"	EACH	8	\$ 3,000.00	\$ 24,000.00	\$ 3,975.00	\$ 31,800.00	\$ 3,300.10	\$ 26,400.80
20	#	56300100	ADJUSTING SANITARY SEWERS, 8-INCH DIAMETER OR LESS	FOOT	75	\$ 100.00	\$ 7,500.00	\$ 110.00	\$ 8,250.00	\$ 157.21	\$ 11,790.75
21	#	56400500	FIRE HYDRANTS TO BE REMOVED	EACH	7	\$ 850.00	\$ 5,950.00	\$ 1,300.00	\$ 9,100.00	\$ 1,561.34	\$ 10,929.38
22	#	56400820	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	10	\$ 9,000.00	\$ 90,000.00	\$ 9,150.00	\$ 91,500.00	\$ 8,852.45	\$ 88,524.50
23		60248700	VALVE VAULTS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	15	\$ 4,000.00	\$ 60,000.00	\$ 3,725.00	\$ 55,875.00	\$ 4,011.46	\$ 60,171.90
24	#	66900200	NON-SPECIAL WASTE DISPOSAL	CU YD	250	\$ 100.00	\$ 25,000.00	\$ 0.01	\$ 2.50	\$ 0.01	\$ 2.50
25	#	67100100	MOBILIZATION	L SUM	1	\$ 75,000.00	\$ 75,000.00	\$ 37,000.00	\$ 37,000.00	\$ 49,000.00	\$ 49,000.00
26		78001110	PAINT PAVEMENT MARKING - LINE 4"	FOOT	1800	\$ 1.50	\$ 2,700.00	\$ 2.00	\$ 3,600.00	\$ 3.37	\$ 6,066.00
27	#	X0320050	CONSTRUCTION LAYOUT (SPECIAL)	L SUM	1	\$ 30,000.00	\$ 30,000.00	\$ 8,700.00	\$ 8,700.00	\$ 25,039.14	\$ 25,039.14
28	#	X0350810	BOLLARD REMOVAL	EACH	13	\$ 350.00	\$ 4,550.00	\$ 150.00	\$ 1,950.00	\$ 600.00	\$ 7,800.00
29	#	X1200015	VALVE VAULTS TO BE ABANDONED	EACH	3	\$ 650.00	\$ 1,950.00	\$ 250.00	\$ 750.00	\$ 710.16	\$ 2,130.48
30	#	X2080250	TRENCH BACKFILL (SPECIAL)	CU YD	2400	\$ 50.00	\$ 120,000.00	\$ 50.00	\$ 120,000.00	\$ 52.00	\$ 124,800.00
31	#	X2130010	EXPLORATION TRENCH (SPECIAL)	FOOT	100	\$ 75.00	\$ 7,500.00	\$ 65.00	\$ 6,500.00	\$ 20.00	\$ 2,000.00
32	#	X5610746	WATER MAIN LINE STOP 6"	EACH	3	\$ 8,000.00	\$ 24,000.00	\$ 8,630.00	\$ 25,890.00	\$ 12,000.00	\$ 36,000.00
33	#	X6026050	SANITARY MANHOLES TO BE ADJUSTED	EACH	1	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,305.35	\$ 1,305.35
34	#	X6026623	VALVE BOX	EACH	1	\$ 900.00	\$ 900.00	\$ 600.00	\$ 600.00	\$ 950.13	\$ 950.13
35	#	X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	\$ 60,000.00	\$ 60,000.00	\$ 80,000.00	\$ 80,000.00	\$ 65,000.00	\$ 65,000.00
36	#	Z0004002	BOLLARDS	EACH	10	\$ 2,000.00	\$ 20,000.00	\$ 375.00	\$ 3,750.00	\$ 750.00	\$ 7,500.00
37	#	Z0017400	DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED	EACH	2	\$ 750.00	\$ 1,500.00	\$ 1,200.00	\$ 2,400.00	\$ 2,000.00	\$ 4,000.00
38	#	N/A	CLASS D PATCHES, SPECIAL, 6 INCH	SQ YD	3660	\$ 60.00	\$ 219,600.00	\$ 63.75	\$ 233,325.00	\$ 71.00	\$ 259,860.00
39	#	N/A	COMBINATION CONCRETE CURB & GUTTER REMOVAL & REPLACEMENT (SPECIAL)	FOOT	475	\$ 60.00	\$ 28,500.00	\$ 74.00	\$ 35,150.00	\$ 50.11	\$ 23,802.25
40	#	N/A	FILLING EXISTING WATER MAIN	CU YD	90	\$ 450.00	\$ 40,500.00	\$ 400.00	\$ 36,000.00	\$ 290.00	\$ 26,100.00
41	#	N/A	INSERTION VALVES 6"	EACH	1	\$ 9,000.00	\$ 9,000.00	\$ 9,750.00	\$ 9,750.00	\$ 10,000.00	\$ 10,000.00
42	#	N/A	INSERTION VALVES 10"	EACH	1	\$ 12,500.00	\$ 12,500.00	\$ 14,750.00	\$ 14,750.00	\$ 15,000.00	\$ 15,000.00
43	#	N/A	MAGNESIUM ANODE BAG, 32 LBS	EACH	125	\$ 750.00	\$ 93,750.00	\$ 575.00	\$ 71,875.00	\$ 1,000.00	\$ 125,000.00
44	#	N/A	MISCELLANEOUS ADDITIONS TO PROJECT AT CITY'S DISCRETION	UNIT	50000	\$ 1.00	\$ 50,000.00	\$ 1.00	\$ 50,000.00	\$ 1.00	\$ 50,000.00
45	#	N/A	PARKWAY RESTORATION - SODDING	SQ YD	950	\$ 18.00	\$ 17,100.00	\$ 43.00	\$ 40,850.00	\$ 50.00	\$ 47,500.00
46	#	N/A	PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL AND REPLACEMENT (HI-EARLY	SQ YD	110	\$ 130.00	\$ 14,300.00	\$ 165.00	\$ 18,150.00	\$ 160.00	\$ 17,600.00
47	#	N/A	PORTLAND CEMENT CONCRETE MEDIAN REMOVAL AND REPLACEMENT, 6"	SQ YD	6	\$ 150.00	\$ 900.00	\$ 165.00	\$ 990.00	\$ 1,200.00	\$ 7,200.00
48	#	N/A	RECORD DRAWINGS	LSUM	1	\$ 7,500.00	\$ 7,500.00	\$ 8,500.00	\$ 8,500.00	\$ 8,000.00	\$ 8,000.00
49	#	N/A	SANITARY SEWERS, WATER MAIN QUALITY, 6"	FOOT	27	\$ 175.00	\$ 4,725.00	\$ 108.00	\$ 2,916.00	\$ 153.57	\$ 4,146.39
50	#	N/A	SANITARY SEWERS, WATER MAIN QUALITY, 8"	FOOT	47	\$ 200.00	\$ 9,400.00	\$ 112.00	\$ 5,264.00	\$ 173.00	\$ 8,131.00
51	#	N/A	SANITARY SEWERS, WATER MAIN QUALITY, 10"	FOOT	80	\$ 220.00	\$ 17,600.00	\$ 175.00	\$ 14,000.00	\$ 185.00	\$ 14,800.00
52	#	N/A	SHUTDOWN CONNECTION TO EXISTING WATER MAIN, 3"	EACH	1	\$ 6,000.00	\$ 6,000.00	\$ 4,500.00	\$ 4,500.00	\$ 6,500.00	\$ 6,500.00
53	#	N/A	SHUTDOWN CONNECTION TO EXISTING WATER MAIN, 6"	EACH	9	\$ 6,500.00	\$ 58,500.00	\$ 5,055.00	\$ 45,495.00	\$ 7,500.00	\$ 67,500.00
54	#	N/A	SHUTDOWN CONNECTION TO EXISTING WATER MAIN, 8"	EACH	3	\$ 7,500.00	\$ 22,500.00	\$ 5,200.00	\$ 15,600.00	\$ 7,900.00	\$ 23,700.00
55	#	N/A	SHUTDOWN CONNECTION TO EXISTING WATER MAIN, 10"	EACH	1	\$ 8,500.00	\$ 8,500.00	\$ 5,700.00	\$ 5,700.00	\$ 8,000.00	\$ 8,000.00
56	#	N/A	SPEED BUMP RESTORATION (SPECIAL)	SQ YD	25	\$ 150.00	\$ 3,750.00	\$ 365.00	\$ 9,125.00	\$ 230.00	\$ 5,750.00
57	#	N/A	STORM SEWERS, WATER MAIN QUALITY, 8"	FOOT	80	\$ 150.00	\$ 12,000.00	\$ 110.00	\$ 8,800.00	\$ 115.00	\$ 9,200.00
58	#	N/A	STORM SEWERS, WATER MAIN QUALITY, 30"	FOOT	40	\$ 350.00	\$ 14,000.00	\$ 390.00	\$ 15,600.00	\$ 390.00	\$ 15,600.00
59	#	N/A	TEMPORARY STONE	LSUM	1	\$ 15,000.00	\$ 15,000.00	\$ 8,500.00	\$ 8,500.00	\$ 15,000.00	\$ 15,000.00
60	#	N/A	VALVE BOXES TO BE ABANDONED	EACH	12	\$ 300.00	\$ 3,600.00	\$ 175.00	\$ 2,100.00	\$ 650.00	\$ 7,800.00
61	#	N/A	VALVE BOXES TO BE REMOVED	EACH	6	\$ 550.00	\$ 3,300.00	\$ 150.00	\$ 900.00	\$ 800.00	\$ 4,800.00
62	#	N/A	WATER SERVICE REPLACEMENT (1.5" DIA. OR LESS)	EACH	9	\$ 8,000.00	\$ 72,000.00	\$ 7,000.00	\$ 63,000.00	\$ 8,000.00	\$ 72,000.00
63	#	N/A	WATER SERVICE REPLACEMENT (GREATER THAN 1.5" DIA.)	EACH	1	\$ 10,000.00	\$ 10,000.00	\$ 7,200.00	\$ 7,200.00	\$ 12,000.00	\$ 12,000.00

TOTAL = \$ 1,961,320.00 \$ 1,795,366.25 \$ 2,310,436.16

**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

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

July 11, 2025

City of Crest Hill
20600 City Center Boulevard
Crest Hill, Illinois 60403

Attention: Ronald Wiedeman, PE – City Engineer

Subject: City of Crest Hill
Hillcrest Water Main Replacement
(CBBEL No: 200408.00001)
Engineer's Award Recommendation

Dear Mr. Wiedeman:

On Tuesday, July 8, 2025, at 10:00 A.M. bids were received and opened for the subject project. Two bids were received for this project. Christopher B. Burke Engineering, Ltd. (CBBEL) has reviewed the contract proposals for the Hillcrest Shopping Center Water Main Replacement Project and all documents were in compliance with City and contract requirements. The bids have been reviewed and tabulated and are as follows:

CONTRACTOR	BID
ENGINEER'S ESTIMATE	\$ 1,961,320.00
LEN COX AND SONS EXCAVATING	\$ 1,795,366.25
J. RUSS AND COMPANY, INC	\$ 2,310,436.16

We have reviewed Len Cox and Sons Excavating's bid documents and found them to be in order. Therefore, Christopher Burke Engineering, Ltd. recommends awarding the project to Len Cox and Sons Excavating in the amount of \$1,795,366.25.

Enclosed for your reference are the bid tabulation and bid summary. Should you have any questions, please do not hesitate to contact me.

Sincerely,

Alex Schaefer, PE
Senior Project Manager

Enclosure as noted

**HILLCREST SHOPPING CENTER WATER MAIN REPLACEMENT
BID SUMMARY**

CBBEL Project No. 200408.00001

Bids Opened: July 8, 2025

CONTRACTOR	BID
ENGINEER'S ESTIMATE	\$ 1,961,320.00
LEN COX AND SONS EXCAVATING	\$ 1,795,366.25
J. RUSS AND COMPANY, INC	\$ 2,310,436.16

HILLCREST SHOPPING CENTER WATER MAIN REPLACEMENT

Bid Tabulation

CBBEL Project No. 200408.00001

Bids Opened: July 8, 2025

BID					ENGINEER'S ESTIMATE		LEN COX AND SONS EXCAVATING		J. RUSS AND COMPANY, INC		
ITEM NO	SP	PAY CODE	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1		20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	30	\$ 50.00	\$ 1,500.00	\$ 45.00	\$ 1,350.00	\$ 37.71	\$ 1,131.30
2		20101100	TREE TRUNK PROTECTION	EACH	2	\$ 150.00	\$ 300.00	\$ 200.00	\$ 400.00	\$ 161.62	\$ 323.24
3		20101200	TREE ROOT PRUNING	EACH	5	\$ 150.00	\$ 750.00	\$ 200.00	\$ 1,000.00	\$ 244.44	\$ 1,222.20
4		20101300	TREE PRUNING (1 TO 10 INCH DIAMETER)	EACH	4	\$ 150.00	\$ 600.00	\$ 150.00	\$ 600.00	\$ 80.81	\$ 323.24
5		20101350	TREE PRUNING (OVER 10 INCH DIAMETER)	EACH	1	\$ 225.00	\$ 225.00	\$ 300.00	\$ 300.00	\$ 161.61	\$ 161.61
6		20200200	ROCK EXCAVATION	CU YD	530	\$ 150.00	\$ 79,500.00	\$ 200.00	\$ 106,000.00	\$ 300.00	\$ 159,000.00
7		20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	200	\$ 50.00	\$ 10,000.00	\$ 0.01	\$ 2.00	\$ 35.73	\$ 7,146.00
8		28000400	PERIMETER EROSION BARRIER	FOOT	1400	\$ 5.00	\$ 7,000.00	\$ 4.00	\$ 5,600.00	\$ 4.30	\$ 6,020.00
9		28000510	INLET FILTERS	EACH	20	\$ 200.00	\$ 4,000.00	\$ 225.00	\$ 4,500.00	\$ 250.00	\$ 5,000.00
10	#	30300001	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	200	\$ 50.00	\$ 10,000.00	\$ 45.00	\$ 9,000.00	\$ 60.00	\$ 12,000.00
11		550A2320	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 12"	FOOT	19	\$ 130.00	\$ 2,470.00	\$ 47.00	\$ 893.00	\$ 146.48	\$ 2,783.12
12		550A2350	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 21"	FOOT	25	\$ 225.00	\$ 5,625.00	\$ 75.00	\$ 1,875.00	\$ 191.02	\$ 4,775.50
13		550A2380	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 30"	FOOT	45	\$ 250.00	\$ 11,250.00	\$ 110.00	\$ 4,950.00	\$ 208.24	\$ 9,370.80
14	#	56102900	DUCTILE IRON WATER MAIN 4"	FOOT	25	\$ 115.00	\$ 2,875.00	\$ 99.75	\$ 2,493.75	\$ 155.00	\$ 3,875.00
15	#	56103000	DUCTILE IRON WATER MAIN 6"	FOOT	660	\$ 125.00	\$ 82,500.00	\$ 103.75	\$ 68,475.00	\$ 160.00	\$ 105,600.00
16	#	56103100	DUCTILE IRON WATER MAIN 8"	FOOT	3130	\$ 130.00	\$ 406,900.00	\$ 114.00	\$ 356,820.00	\$ 185.00	\$ 579,050.00
17	#	56104800	WATER VALVES 4"	EACH	1	\$ 2,250.00	\$ 2,250.00	\$ 1,900.00	\$ 1,900.00	\$ 2,331.74	\$ 2,331.74
18	#	56104900	WATER VALVES 6"	EACH	6	\$ 2,750.00	\$ 16,500.00	\$ 2,000.00	\$ 12,000.00	\$ 2,653.64	\$ 15,921.84
19	#	56105000	WATER VALVES 8"	EACH	8	\$ 3,000.00	\$ 24,000.00	\$ 3,975.00	\$ 31,800.00	\$ 3,300.10	\$ 26,400.80
20	#	56300100	ADJUSTING SANITARY SEWERS, 8-INCH DIAMETER OR LESS	FOOT	75	\$ 100.00	\$ 7,500.00	\$ 110.00	\$ 8,250.00	\$ 157.21	\$ 11,790.75
21	#	56400500	FIRE HYDRANTS TO BE REMOVED	EACH	7	\$ 850.00	\$ 5,950.00	\$ 1,300.00	\$ 9,100.00	\$ 1,561.34	\$ 10,929.38
22	#	56400820	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	10	\$ 9,000.00	\$ 90,000.00	\$ 9,150.00	\$ 91,500.00	\$ 8,852.45	\$ 88,524.50
23		60248700	VALVE VAULTS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	15	\$ 4,000.00	\$ 60,000.00	\$ 3,725.00	\$ 55,875.00	\$ 4,011.46	\$ 60,171.90
24	#	66900200	NON-SPECIAL WASTE DISPOSAL	CU YD	250	\$ 100.00	\$ 25,000.00	\$ 0.01	\$ 2.50	\$ 0.01	\$ 2.50
25	#	67100100	MOBILIZATION	L SUM	1	\$ 75,000.00	\$ 75,000.00	\$ 37,000.00	\$ 37,000.00	\$ 49,000.00	\$ 49,000.00
26		78001110	PAINT PAVEMENT MARKING - LINE 4"	FOOT	1800	\$ 1.50	\$ 2,700.00	\$ 2.00	\$ 3,600.00	\$ 3.37	\$ 6,066.00
27	#	X0320050	CONSTRUCTION LAYOUT (SPECIAL)	L SUM	1	\$ 30,000.00	\$ 30,000.00	\$ 8,700.00	\$ 8,700.00	\$ 25,039.14	\$ 25,039.14
28	#	X0350810	BOLLARD REMOVAL	EACH	13	\$ 350.00	\$ 4,550.00	\$ 150.00	\$ 1,950.00	\$ 600.00	\$ 7,800.00
29	#	X1200015	VALVE VAULTS TO BE ABANDONED	EACH	3	\$ 650.00	\$ 1,950.00	\$ 250.00	\$ 750.00	\$ 710.16	\$ 2,130.48
30	#	X2080250	TRENCH BACKFILL (SPECIAL)	CU YD	2400	\$ 50.00	\$ 120,000.00	\$ 50.00	\$ 120,000.00	\$ 52.00	\$ 124,800.00
31	#	X2130010	EXPLORATION TRENCH (SPECIAL)	FOOT	100	\$ 75.00	\$ 7,500.00	\$ 65.00	\$ 6,500.00	\$ 20.00	\$ 2,000.00
32	#	X5610746	WATER MAIN LINE STOP 6"	EACH	3	\$ 8,000.00	\$ 24,000.00	\$ 8,630.00	\$ 25,890.00	\$ 12,000.00	\$ 36,000.00
33	#	X6026050	SANITARY MANHOLES TO BE ADJUSTED	EACH	1	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,305.35	\$ 1,305.35
34	#	X6026623	VALVE BOX	EACH	1	\$ 900.00	\$ 900.00	\$ 600.00	\$ 600.00	\$ 950.13	\$ 950.13
35	#	X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	\$ 60,000.00	\$ 60,000.00	\$ 80,000.00	\$ 80,000.00	\$ 65,000.00	\$ 65,000.00
36	#	Z0004002	BOLLARDS	EACH	10	\$ 2,000.00	\$ 20,000.00	\$ 375.00	\$ 3,750.00	\$ 750.00	\$ 7,500.00
37	#	Z0017400	DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED	EACH	2	\$ 750.00	\$ 1,500.00	\$ 1,200.00	\$ 2,400.00	\$ 2,000.00	\$ 4,000.00
38	#	N/A	CLASS D PATCHES, SPECIAL, 6 INCH	SQ YD	3660	\$ 60.00	\$ 219,600.00	\$ 63.75	\$ 233,325.00	\$ 71.00	\$ 259,860.00
39	#	N/A	COMBINATION CONCRETE CURB & GUTTER REMOVAL & REPLACEMENT (SPECIAL)	FOOT	475	\$ 60.00	\$ 28,500.00	\$ 74.00	\$ 35,150.00	\$ 50.11	\$ 23,802.25
40	#	N/A	FILLING EXISTING WATER MAIN	CU YD	90	\$ 450.00	\$ 40,500.00	\$ 400.00	\$ 36,000.00	\$ 290.00	\$ 26,100.00
41	#	N/A	INSERTION VALVES 6"	EACH	1	\$ 9,000.00	\$ 9,000.00	\$ 9,750.00	\$ 9,750.00	\$ 10,000.00	\$ 10,000.00
42	#	N/A	INSERTION VALVES 10"	EACH	1	\$ 12,500.00	\$ 12,500.00	\$ 14,750.00	\$ 14,750.00	\$ 15,000.00	\$ 15,000.00
43	#	N/A	MAGNESIUM ANODE BAG, 32 LBS	EACH	125	\$ 750.00	\$ 93,750.00	\$ 575.00	\$ 71,875.00	\$ 1,000.00	\$ 125,000.00
44	#	N/A	MISCELLANEOUS ADDITIONS TO PROJECT AT CITY'S DISCRETION	UNIT	50000	\$ 1.00	\$ 50,000.00	\$ 1.00	\$ 50,000.00	\$ 1.00	\$ 50,000.00
45	#	N/A	PARKWAY RESTORATION - SODDING	SQ YD	950	\$ 18.00	\$ 17,100.00	\$ 43.00	\$ 40,850.00	\$ 50.00	\$ 47,500.00
46	#	N/A	PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL AND REPLACEMENT (HI-EARLY	SQ YD	110	\$ 130.00	\$ 14,300.00	\$ 165.00	\$ 18,150.00	\$ 160.00	\$ 17,600.00
47	#	N/A	PORTLAND CEMENT CONCRETE MEDIAN REMOVAL AND REPLACEMENT, 6"	SQ YD	6	\$ 150.00	\$ 900.00	\$ 165.00	\$ 990.00	\$ 1,200.00	\$ 7,200.00
48	#	N/A	RECORD DRAWINGS	LSUM	1	\$ 7,500.00	\$ 7,500.00	\$ 8,500.00	\$ 8,500.00	\$ 8,000.00	\$ 8,000.00
49	#	N/A	SANITARY SEWERS, WATER MAIN QUALITY, 6"	FOOT	27	\$ 175.00	\$ 4,725.00	\$ 108.00	\$ 2,916.00	\$ 153.57	\$ 4,146.39
50	#	N/A	SANITARY SEWERS, WATER MAIN QUALITY, 8"	FOOT	47	\$ 200.00	\$ 9,400.00	\$ 112.00	\$ 5,264.00	\$ 173.00	\$ 8,131.00
51	#	N/A	SANITARY SEWERS, WATER MAIN QUALITY, 10"	FOOT	80	\$ 220.00	\$ 17,600.00	\$ 175.00	\$ 14,000.00	\$ 185.00	\$ 14,800.00
52	#	N/A	SHUTDOWN CONNECTION TO EXISTING WATER MAIN, 3"	EACH	1	\$ 6,000.00	\$ 6,000.00	\$ 4,500.00	\$ 4,500.00	\$ 6,500.00	\$ 6,500.00
53	#	N/A	SHUTDOWN CONNECTION TO EXISTING WATER MAIN, 6"	EACH	9	\$ 6,500.00	\$ 58,500.00	\$ 5,055.00	\$ 45,495.00	\$ 7,500.00	\$ 67,500.00
54	#	N/A	SHUTDOWN CONNECTION TO EXISTING WATER MAIN, 8"	EACH	3	\$ 7,500.00	\$ 22,500.00	\$ 5,200.00	\$ 15,600.00	\$ 7,900.00	\$ 23,700.00
55	#	N/A	SHUTDOWN CONNECTION TO EXISTING WATER MAIN, 10"	EACH	1	\$ 8,500.00	\$ 8,500.00	\$ 5,700.00	\$ 5,700.00	\$ 8,000.00	\$ 8,000.00
56	#	N/A	SPEED BUMP RESTORATION (SPECIAL)	SQ YD	25	\$ 150.00	\$ 3,750.00	\$ 365.00	\$ 9,125.00	\$ 230.00	\$ 5,750.00
57	#	N/A	STORM SEWERS, WATER MAIN QUALITY, 8"	FOOT	80	\$ 150.00	\$ 12,000.00	\$ 110.00	\$ 8,800.00	\$ 115.00	\$ 9,200.00
58	#	N/A	STORM SEWERS, WATER MAIN QUALITY, 30"	FOOT	40	\$ 350.00	\$ 14,000.00	\$ 390.00	\$ 15,600.00	\$ 390.00	\$ 15,600.00
59	#	N/A	TEMPORARY STONE	LSUM	1	\$ 15,000.00	\$ 15,000.00	\$ 8,500.00	\$ 8,500.00	\$ 15,000.00	\$ 15,000.00
60	#	N/A	VALVE BOXES TO BE ABANDONED	EACH	12	\$ 300.00	\$ 3,600.00	\$ 175.00	\$ 2,100.00	\$ 650.00	\$ 7,800.00
61	#	N/A	VALVE BOXES TO BE REMOVED	EACH	6	\$ 550.00	\$ 3,300.00	\$ 150.00	\$ 900.00	\$ 800.00	\$ 4,800.00
62	#	N/A	WATER SERVICE REPLACEMENT (1.5" DIA. OR LESS)	EACH	9	\$ 8,000.00	\$ 72,000.00	\$ 7,000.00	\$ 63,000.00	\$ 8,000.00	\$ 72,000.00
63	#	N/A	WATER SERVICE REPLACEMENT (GREATER THAN 1.5" DIA.)	EACH	1	\$ 10,000.00	\$ 10,000.00	\$ 7,200.00	\$ 7,200.00	\$ 12,000.00	\$ 12,000.00

TOTAL = \$ 1,961,320.00 \$ 1,795,366.25 \$ 2,310,436.16



Agenda Memo

Crest Hill, IL

Meeting Date:	July 21, 2025
Submitter:	Ronald J Wiedeman
Department:	Engineering
Agenda Item:	A Resolution approving a Construction Engineering Agreement for Hillcrest Shopping Center Water Main Replacement Improvement by and Between the City of Crest Hill, Will County, Illinois and Christopher B. Burke Engineering, Ltd. for an amount of \$224,410.00.

Summary:

Christopher B. Burke Engineering, Ltd. has been requested by staff to perform full-time construction inspection on this improvement. Some of the tasks they will be performing are documentation of work completed, reviewing and approving shop drawing, reviewing contractor pay requests, attendance at field meetings and preparing minutes of these minutes, coordinate the project with the owner and businesses of the shopping center and perform inspection for compliance and material testing through Seeco, Inc to ensure project is built according to the approved plans.

Recommended Council Action:

A Resolution approving a Construction Engineering Agreement for Hillcrest Shopping Center Water Main Replacement Improvement by and Between the City of Crest Hill, Will County, Illinois and Christopher B. Burke Engineering, Ltd. for an amount of \$224,410.00.

Financial Impact:

Funding Source: Water Fund

Budgeted Amount: \$9,129,250.00

Cost: \$224,410.00

Total 2026 budget amount obligated to the water main replacement fund to date including this work: \$5,128,892.00

Attachments:

Resolution-CE Services Hillcrest

Crest Hill Hillcrest WM Ph111 25-0624.pdf

RESOLUTION NO. _____

**A RESOLUTION APPROVING A CONSTRUCTION ENGINEERING AGREEMENT
FOR HILLCREST SHOPPING CENTER WATER MAIN REPLACEMENT
IMPROVEMENT BY AND BETWEEN THE CITY OF CREST HILL, WILL COUNTY,
ILLINOIS AND CHRISTOPHER B. BURKE ENGINEERING, LTD FOR AN AMOUNT
OF \$224,410.00**

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 and, 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, Christopher B. Burke Engineering, Ltd. (the "COMPANY"), is an entity that is in the business of providing Professional Services, for the Hillcrest Shopping Center Water Main Replacement Improvement (the "Services"); and

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

WHEREAS, City Staff have negotiated an AGREEMENT FOR Hillcrest Shopping Center Water Main Replacement Improvement (the "Agreement") with the Company for the purposes of engaging the Company to perform the Services (a copy of the Agreement is attached hereto as Exhibit A and fully incorporated herein); and

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

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

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

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

SECTION 2: AGREEMENT APPROVED. The City Council hereby finds and declares that the conditions, terms, and provisions of this Agreement (Exhibit A) in the amount of \$224,410.00 are

fair, reasonable, and acceptable to the City and that the same is hereby approved in form and substance. Therefore, the City Council hereby authorizes and directs the Mayor to execute and deliver, and the Clerk to attest, the Agreement, and further to take any and all other actions, including without limitation the execution and delivery of any and all documents, necessary and appropriate to effectuate the intent of this Resolution, which is to enter into the Agreement with the Company.

SECTION 3: SEVERABILITY. If any section, paragraph, clause or provisions 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 21ST DAY JULY, 2025.

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

APPROVED THIS 21ST DAY OF JULY 2025.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

EXHIBIT A



Exhibit A

Item 15.

CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

June 24, 2025

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

Attention: Ron Wiedeman, PE – City Engineer

Subject: Professional Engineering Services Proposal for Construction Observation
Hillcrest Shopping Center Water Main Replacement Project Phase III
Crest Hill, Illinois

Dear Mr. Wiedeman:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to provide this proposal for Construction Observation services for the Hillcrest Shopping Center Water Main Replacement and Road Reconstruction in the City of Crest Hill. Included in this proposal are our Understanding of the Assignment, Scope of Work and Estimated Fee.

UNDERSTANDING OF THE ASSIGNMENT

CBBEL understands that the City of Crest Hill will construct the Hillcrest Shopping Center Water Main Replacement Project. The work to be performed consists of new ductile iron water main installation behind the Hillcrest shopping center mall from Theodore Street to Plainfield Road (IL Route 30) and at miscellaneous locations along Larkin Street.

In addition to the main, there will be fire hydrant installation, water service installation, fire service installation, magnesium anodes for corrosion prevention, pavement patching, curb, driveway, and landscape restoration, and miscellaneous incidental and collateral work necessary to complete the project.

The project will utilize 100% Local funds. We understand that the work will begin in Summer 2025 with substantial completion by November 28, 2025. Substantial completion will include all work and associated punch list, except for landscape restoration. Final completion (landscape restoration) shall be by May 29, 2026. For purposes of this proposal, we are assuming a construction duration of 20 weeks.

SCOPE OF WORK

CBBEL proposes the following scope of engineering services to complete the Hillcrest Shopping Center Water Main Replacement Project.

Task 1 – Pre-Construction Services: CBBEL will provide preconstruction services including:

- Attend pre-construction conference and prepare and circulate minutes.
- Review Contractor's construction schedule for compliance with contract documents.
- Attend any public meetings with concerned residents, if requested. Coordinate initial project notices with impacted stakeholders.
- Review preliminary construction layout in the field and identify potential conflicts.

Task 2 – Submittal Review and Technical Design Support: CBBEL will receive, track, review submittals for compliance with the contract documents, return submittals to the Contractor, and request a re-submittal if not approved. CBBEL will review the Contractor's suggestions for modifications to the drawings and specifications and provide a recommendation to the City.

Task 3 – Construction Observation: CBBEL will provide one full-time Resident Engineer for the duration of the Project. This task assumes 20 weeks of construction duration at 45 hours a week.

Construction observation will include the following tasks:

- Observe the progress and quality of the executed work and determine if the work is proceeding in accordance with the Contract Documents. The Engineer will keep the City informed of the progress of the work, guard the City against defects and deficiencies in the work, advise the City of all observed deficiencies of the work, and advise when the City should disapprove or reject all work failing to conform to the Contract Documents.
- Serve as the City's liaison with the Contractor, working principally through the Contractor's field superintendent.
- Assist Contractor in dealing with any outside agencies.
- Attend all construction conferences. Arrange a schedule of progress meetings and other job conferences as required. Maintain and circulate copies of records of the meetings.
- Review the Contractor's schedule on a weekly basis and compare actual progress to Contractor's approved schedule. If the project falls behind schedule, work with the Contractor to determine the appropriate course of action to get back on schedule.
- Maintain orderly files for correspondence, reports of job conferences, shop drawings and other submissions, reproductions or original contract documents including all addenda, change orders, and additional drawings issued subsequent to the award of the contract.
- Record the names, addresses and phone numbers of all contractors, subcontractors and major material suppliers in the diary.

- Keep an inspector's daily report book as outlined in the IDOT Project Procedures Guide, which shall contain a daily report and quantity of hours on the job site, weather conditions, list of visiting officials, daily activities, job decisions and observations, as well as general and specific observations and job progress.
- Check the Contractor's layout at regular intervals.
- Prepare payment requisitions and change orders for the City's approval, review applications for payment with the Contractor for compliance with established procedures for their submission and forward them with recommendations to the City.
- Except upon written instructions of the City, the Resident Engineer or Inspector shall not authorize any deviation from the Contract Documents.
- Determine if the project has been completed in accordance with the Contract Documents and that the Contractor has fulfilled all of his obligations.
- Schedule Quality Assurance site testing for HMA and PCC materials used on the project.

Task 4 – Post-Construction: Prior to final inspection, submit to the Contractor a list of observed items requiring correction and verify that each correction has been made.

- Coordinate and conduct the final inspection with the City. Prepare a final punch list.
- Verify that all the items on the final punch list have been corrected and make recommendations to the City concerning acceptance.
- Review construction record drawings for completeness prior to submission to City for further processing.
- Provide the City a set of redline field markup construction record drawings in a pdf format.

Task 5 – Material Testing (Seeco Consultants): Material Testing and Inspection will be provided by our subconsultant Seeco, Inc. Services will include:

- Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of IDOT and promptly submit reports on forms prepared by said Bureau.
- Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of IDOT, and promptly submit reports on forms prepared by said Bureau.
- All compaction tests as required by the specifications and report promptly the same on forms prepared by the Bureau of Materials and Physical Research.
- Quality and sieve analyses on local aggregates to see that they comply with the specifications contained in the contract.
- Inspection of all materials and submit inspection reports to the City in accordance with the policies of IDOT when inspection is not provided at the sources by the Bureau of Materials and Physical Research of IDOT.

Direct Costs (Vehicle Usage)

Vehicle Usage: 100 days at \$65/day

ESTIMATE OF FEE

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

Task	Fee
Task 1 – Pre-Construction Services	\$ 8,910
Task 2 – Submittal Review & Design Support	\$ 10,380
Task 3 – Construction Observation	\$ 184,200
Task 4 – Post-Construction	\$ 8,420
Task 5 – Material Testing (Seeco, Inc.)	\$ 6,000
Direct Costs	\$ 6,500
TOTAL NOT-TO-EXCEED FEE: \$ 224,410	

We will bill you at the hourly rates specified on the attached Schedule of Charges. We will establish our contract in accordance with the attached previously agreed to General Terms and Conditions. Direct costs for blueprints, photocopying, mailing, overnight delivery, messenger services and report compilation are not included in the Fee Estimate. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. It should be emphasized that any requested additional services that are not included in the preceding Fee Estimate will be billed at the attached hourly rates.

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

Sincerely,



Michael E. Kerr, PE
President

Encl. 2025 Schedule of Charges
Crest Hill General Terms and Conditions

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

BY: _____

TITLE: _____

DATE: _____

**CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
EFFECTIVE JANUARY 1, 2025 THROUGH DECEMBER 31, 2025**

<u>Personnel</u>	<u>Charges</u> <u>(\$/Hr)</u>
Engineer VI	285
Engineer V	245
Engineer IV	210
Engineer III	185
Engineer I/II	160
Survey V	245
Survey IV	230
Survey III	210
Survey II	165
Survey I	140
Engineering Technician V	225
Engineering Technician IV	200
Engineering Technician III	145
Engineering Technician I/II	130
CAD Manager	220
CAD II	160
CAD I	140
GIS Specialist III	185
Landscape Architect II	210
Landscape Architect I	185
Landscape Designer III	160
Landscape Designer I/II	125
Environmental Resource Specialist V	245
Environmental Resource Specialist IV	200
Environmental Resource Specialist III	170
Environmental Resource Specialist I/II	145
Environmental Resource Technician	145
Business Operations Department	165
Engineering Intern	95

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage Cost + 12%

These rates are in effect until December 31, 2025, at which time they will be subject to change.

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

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.
Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.
2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.
Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.
3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Revised 121222

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Agenda Memo

Crest Hill, IL

Meeting Date:	July 21, 2025
Submitter:	Ronald J Wiedeman
Department:	Engineering
Agenda Item:	Award the contract to M.J. Underground in the amount of \$2,318,680.64 for the Inncircle-Phase 1 Water Main and Roadway Rehabilitation Improvement.

Summary: Bids were advertised and solicited for qualified contractors to provide unit price costs for the Inncircle-Phase 1 Water Main and Roadway Rehabilitation Improvement.

The city solicited bids through the newspaper and IDOT construction bulletin looking for qualified contractors. A total of four (4) local prequalified contractors picked up bids and two (2) submitted bids. The bids were received for the improvement at Crest Hill City Hall until 10:00 AM local time on Friday, July 11, 2025. Bids were opened and read aloud on Friday, July 11, 2025, at 10:00 AM in the Council Chambers. The following is a list of the bids received:

Results

- | | |
|-----------------------------|---|
| 1. M. J. Underground | \$2,318,680.64 |
| 2. J Russ and Company, Inc. | \$2,415,988.88(Corrected)[As Read \$2,415,989.21] |

The Design Engineering Estimate \$2,377,977.20

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

Recommended Council Action: Award the contract to M.J. Underground in the amount of \$2,318,680.64 for the Inncircle-Phase 1 Water Main and Roadway Rehabilitation Improvement.

Financial Impact:

Funding Source: Water Fund

Budgeted Amount: \$9,129,250.00

Cost: \$2,318,680.64

Total 2026 budget amount obligated to the water main replacement fund to date including this work: \$7,447,573.00

Attachments:

Bid Tab-Innercircle-Phase 1

L240124-Ron W-Award Recommendation Letter Innercircle phase 1

SUMMARY OF QUANTITIES							MJ Underground			J Russ Company		
SP	PAY ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL COST	unit price	calced total cost	bid total cost	unit price	calced total cost	bid total cost
	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS	CU YD	\$ 55.00	350	\$ 19,250.00	\$ 42.00	\$ 14,700.00	\$ 14,700.00	\$ 35.88	\$ 12,558.00	\$ 12,558.00
	21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	\$ 2.50	1,050	\$ 2,625.00	\$ 2.0	\$ 2,100.00	\$ 2,100.00	\$ 2.10	\$ 2,205.00	\$ 2,205.00
	28000250	TEMPORARY EROSION CONTROL SEEDING	POUND	\$ 20.00	20	\$ 400.00	\$ 96.00	\$ 1,920.00	\$ 1,920.00	\$ 5.41	\$ 108.20	\$ 108.20
	28000510	INLET FILTERS	EACH	\$ 200.00	25	\$ 5,000.00	\$ 224.00	\$ 5,600.00	\$ 5,600.00	\$ 221.26	\$ 5,531.50	\$ 5,531.50
	28001100	TEMPORARY EROSION CONTROL BLANKET	SQ YD	\$ 1.50	1,215	\$ 1,822.50	\$ 4.00	\$ 4,860.00	\$ 4,860.00	\$ 10.81	\$ 13,134.15	\$ 13,134.15
*	30300001	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	\$ 45.00	350	\$ 15,750.00	\$ 53.00	\$ 18,550.00	\$ 18,550.00	\$ 54.81	\$ 19,183.50	\$ 19,183.50
	35102200	AGGREGATE BASE COURSE, TYPE B 10"	SQ YD	\$ 15.00	136	\$ 2,040.00	\$ 19.00	\$ 2,584.00	\$ 2,584.00	\$ 33.61	\$ 4,570.96	\$ 4,570.96
	40600275	BITUMINOUS MATERIALS (PRIME COAT)	POUND	\$ 1.00	16,256	\$ 16,256.00	\$ 0.01	\$ 162.56	\$ 162.56	\$ 0.01	\$ 162.56	\$ 162.56
	40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	\$ 1.00	1,626	\$ 1,626.00	\$ 0.01	\$ 16.26	\$ 16.26	\$ 0.01	\$ 16.26	\$ 16.26
	40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	\$ 15.00	82	\$ 1,230.00	\$ 0.01	\$ 0.82	\$ 0.82	\$ 0.01	\$ 0.82	\$ 0.82
	40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	\$ 85.00	1,176	\$ 99,960.00	\$ 94.00	\$ 110,544.00	\$ 110,544.00	\$ 97.32	\$ 114,448.32	\$ 114,448.32
	40604060	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	\$ 110.00	784	\$ 86,240.00	\$ 102.00	\$ 79,968.00	\$ 79,968.00	\$ 104.89	\$ 82,233.76	\$ 82,233.76
	42000401	PORTLAND CEMENT CONCRETE PAVEMENT 9" (JOINTED)	SQ YD	\$ 85.00	136	\$ 11,560.00	\$ 165.00	\$ 22,440.00	\$ 22,440.00	\$ 291.95	\$ 39,705.20	\$ 39,705.20
*	42400800	DETECTABLE WARNINGS	SQ FT	\$ 45.00	122	\$ 5,490.00	\$ 26.00	\$ 3,172.00	\$ 3,172.00	\$ 2.03	\$ 247.66	\$ 3,297.66
*	44000100	PAVEMENT REMOVAL	SQ YD	\$ 13.00	136	\$ 1,768.00	\$ 44.00	\$ 5,984.00	\$ 5,984.00	\$ 16.05	\$ 2,182.80	\$ 2,182.80
	44000169	HOT-MIX ASPHALT SURFACE REMOVAL, 5"	SQ YD	\$ 5.00	6,913	\$ 34,565.00	\$ 5.00	\$ 34,565.00	\$ 34,565.00	\$ 5.41	\$ 37,399.33	\$ 37,399.33
	44201711	CLASS D PATCHES, TYPE IV, 5 INCH	SQ YD	\$ 50.00	227	\$ 11,350.00	\$ 61.00	\$ 13,847.00	\$ 13,847.00	\$ 73.96	\$ 16,788.92	\$ 16,788.92
*	550A2320	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 12"	FOOT	\$ 65.00	304	\$ 19,760.00	\$ 115.00	\$ 34,960.00	\$ 34,960.00	\$ 100.00	\$ 30,400.00	\$ 30,400.00
*	550A2520	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 2 12"	FOOT	\$ 70.00	661	\$ 46,270.00	\$ 74.00	\$ 48,914.00	\$ 48,914.00	\$ 100.00	\$ 66,100.00	\$ 66,100.00
*	55100400	STORM SEWER REMOVAL 10"	FOOT	\$ 40.00	36	\$ 1,440.00	\$ 76.00	\$ 2,736.00	\$ 2,736.00	\$ 50.00	\$ 1,800.00	\$ 1,800.00
*	55100500	STORM SEWER REMOVAL 12"	FOOT	\$ 45.00	238	\$ 10,710.00	\$ 76.00	\$ 18,088.00	\$ 18,088.00	\$ 50.00	\$ 11,900.00	\$ 11,900.00
*	56103000	DUCTILE IRON WATER MAIN, 6"	FOOT	\$ 135.00	90	\$ 12,150.00	\$ 144.00	\$ 12,960.00	\$ 12,960.00	\$ 150.00	\$ 13,500.00	\$ 13,500.00
*	56103100	DUCTILE IRON WATER MAIN, 8"	FOOT	\$ 150.00	2,237	\$ 335,550.00	\$ 125.00	\$ 279,625.00	\$ 279,625.00	\$ 170.00	\$ 380,290.00	\$ 380,290.00
*	56105000	WATER VALVES 8"	EACH	\$ 4,500.00	17	\$ 76,500.00	\$ 3,178.00	\$ 54,026.00	\$ 54,026.00	\$ 3,311.98	\$ 56,303.66	\$ 56,303.66
*	56400500	FIRE HYDRANT TO BE REMOVED	EACH	\$ 1,600.00	6	\$ 9,600.00	\$ 1,554.00	\$ 9,324.00	\$ 9,324.00	\$ 1,566.96	\$ 9,401.76	\$ 9,401.76
*	56400820	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	\$ 9,500.00	6	\$ 57,000.00	\$ 9,349.00	\$ 56,094.00	\$ 56,094.00	\$ 8,536.14	\$ 51,216.84	\$ 51,216.84
*	56500800	DOMESTIC WATER SERVICE BOX	EACH	\$ 1,250.00	43	\$ 53,750.00	\$ 1,751.00	\$ 75,293.00	\$ 75,293.00	\$ 500.00	\$ 21,500.00	\$ 21,500.00
*	60200105	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	\$ 8,500.00	7	\$ 59,500.00	\$ 3,792.00	\$ 26,544.00	\$ 26,544.00	\$ 3,601.36	\$ 25,209.52	\$ 25,209.52
*	60203805	CATCH BASINS, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	\$ 6,000.00	1	\$ 6,000.00	\$ 5,918.00	\$ 5,918.00	\$ 5,918.00	\$ 5,020.36	\$ 5,020.36	\$ 5,020.36
*	60206905	CATCH BASINS, TYPE C, TYPE 1 FRAME, OPEN LID	EACH	\$ 3,500.00	6	\$ 21,000.00	\$ 2,488.00	\$ 14,928.00	\$ 14,928.00	\$ 2,600.00	\$ 15,600.00	\$ 15,600.00
	60218300	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	\$ 3,500.00	1	\$ 3,500.00	\$ 4,387.00	\$ 4,387.00	\$ 4,387.00	\$ 3,601.36	\$ 3,601.36	\$ 3,601.36
	60218400	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	\$ 6,500.00	4	\$ 26,000.00	\$ 3,314.00	\$ 13,256.00	\$ 13,256.00	\$ 3,601.36	\$ 14,405.44	\$ 14,405.11
	60234200	INLETS, TYPE A, TYPE 1 FRAME, OPEN LID	EACH	\$ 3,000.00	2	\$ 6,000.00	\$ 2,417.00	\$ 4,834.00	\$ 4,834.00	\$ 2,725.50	\$ 5,451.00	\$ 5,451.00
*	60248900	VALVE VAULTS, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	\$ 5,000.00	17	\$ 85,000.00	\$ 3,943.00	\$ 67,031.00	\$ 67,031.00	\$ 4,700.00	\$ 79,900.00	\$ 79,900.00
*	60250200	CATCH BASINS TO BE ADJUSTED	EACH	\$ 500.00	1	\$ 500.00	\$ 687.00	\$ 687.00	\$ 687.00	\$ 2,153.11	\$ 2,153.11	\$ 2,153.11
*	60500405	FILLING VALVE VAULTS	EACH	\$ 500.00	5	\$ 2,500.00	\$ 1,512.00	\$ 7,560.00	\$ 7,560.00	\$ 1,125.70	\$ 5,628.50	\$ 5,628.50
	78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	\$ 4.00	476	\$ 1,904.00	\$ 4.00	\$ 1,904.00	\$ 1,904.00	\$ 3.00	\$ 1,428.00	\$ 1,428.00
	78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	\$ 6.00	645	\$ 3,870.00	\$ 6.00	\$ 3,870.00	\$ 3,870.00	\$ 5.41	\$ 3,489.45	\$ 3,489.45
	78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	\$ 12.00	73	\$ 876.00	\$ 24.00	\$ 1,752.00	\$ 1,752.00	\$ 24.87	\$ 1,815.51	\$ 1,815.51
	78008230	POLYUREA PAVEMENT MARKING TYPE I - LINE 6"	FOOT	\$ 8.00	88	\$ 704.00	\$ 49.00	\$ 4,312.00	\$ 4,312.00	\$ 28.11	\$ 2,473.68	\$ 2,473.68
	78008270	POLYUREA PAVEMENT MARKING TYPE I - LINE 24"	FOOT	\$ 25.00	15	\$ 375.00	\$ 212.00	\$ 3,180.00	\$ 3,180.00	\$ 124.35	\$ 1,865.25	\$ 1,865.25
	78011030	GROOVING FOR RECESSED PAVEMENT MARKING, 7"	FOOT	\$ 20.00	733	\$ 14,660.00	\$ 5.00	\$ 3,665.00	\$ 3,665.00	\$ 4.33	\$ 3,173.89	\$ 3,173.89
	78011125	GROOVING FOR RECESSED PAVEMENT MARKING, 25"	FOOT	\$ 30.00	88	\$ 2,640.00	\$ 20.00	\$ 1,760.00	\$ 1,760.00	\$ 6.49	\$ 571.12	\$ 571.12
*	X0322463	CONNECTION TO EXISTING SEWER	EACH	\$ 2,000.00	1	\$ 2,000.00	\$ 2,624.00	\$ 2,624.00	\$ 2,624.00	\$ 17,532.03	\$ 17,532.03	\$ 17,352.03
*	X0324878	SANITARY SEWER SERVICE ADJUSTMENT	FOOT	\$ 250.00	100	\$ 25,000.00	\$ 176.00	\$ 17,600.00	\$ 17,600.00	\$ 158.48	\$ 15,848.00	\$ 15,848.00
*	X1200160	CONNECTION TO EXISTING DRAINAGE STRUCTURE	EACH	\$ 1,500.00	1	\$ 1,500.00	\$ 2,344.00	\$ 2,344.00	\$ 2,344.00	\$ 3,450.95	\$ 3,450.95	\$ 3,450.95
*	X2080250	TRENCH BACKFILL, SPECIAL	CU YD	\$ 45.00	2,732	\$ 122,940.00	\$ 101.00	\$ 275,932.00	\$ 275,932.00	\$ 52.00	\$ 142,064.00	\$ 142,064.00
*	X2130010	EXPLORATION TRENCH, SPECIAL	FOOT	\$ 150.00	600	\$ 90,000.00	\$ 183.00	\$ 109,800.00	\$ 109,800.00	\$ 17.16	\$ 10,296.00	\$ 10,296.00
*	X3580300	AGGREGATE BASE REPAIR (SPECIAL)	TON	\$ 45.00	150	\$ 6,750.00	\$ 20.00	\$ 3,000.00	\$ 3,000.00	\$ 25.00	\$ 3,750.00	\$ 3,750.00
*	X5510308	SANITARY SEWER REMOVAL 8"	FOOT	\$ 77.00	110	\$ 8,470.00	\$ 19.00	\$ 2,090.00	\$ 2,090.00	\$ 157.75	\$ 17,352.50	\$ 17,352.50
*	X5610656	WATER MAIN TO BE ABANDONED, 6"	FOOT	\$ 5.00	110	\$ 550.00	\$ 10.00	\$ 1,100.00	\$ 1,100.00	\$ 6.00	\$ 660.00	\$ 660.00
*	X5610658	WATER MAIN TO BE ABANDONED, 8"	FOOT	\$ 10.00	2,287	\$ 22,870.00	\$ 12.00	\$ 27,444.00	\$ 27,444.00	\$ 6.00	\$ 13,722.00	\$ 13,722.00
*	X5610706	WATER MAIN REMOVAL, 6"	FOOT	\$ 100.00	20	\$ 2,000.00	\$ 20.00	\$ 400.00	\$ 400.00	\$ 50.00	\$ 1,000.00	\$ 1,000.00
*	X5610708	WATER MAIN REMOVAL, 8"	FOOT	\$ 35.00	68	\$ 2,380.00	\$ 20.00	\$ 1,360.00	\$ 1,360.00	\$ 50.00	\$ 3,400.00	\$ 3,400.00
*	X5610804	NON-PRESSURE CONNECTION TO EXISTING WATER MAIN	EACH	\$ 10,000.00	8	\$ 80,000.00	\$ 5,044.00	\$ 40,352.00	\$ 40,352.00	\$ 7,211.88	\$ 57,695.04	\$ 57,695.04
*	X5630405	REMOVE EXISTING WATER VALVE	EACH	\$ 200.00	6	\$ 1,200.00	\$ 1,146.00	\$ 6,876.00	\$ 6,876.00	\$ 1,402.93	\$ 8,417.58	\$ 8,417.58
*	X6022858	MANHOLES, TYPE A, SANITARY, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	\$ 8,500.00	1	\$ 8,500.00	\$ 5,501.00	\$ 5,501.00	\$ 5,501.00	\$ 5,963.53	\$ 5,963.53	\$ 5,963.53
*	X6026050	SANITARY MANHOLES TO BE ADJUSTED	EACH	\$ 2,500.00	9	\$ 22,500.00	\$ 1,075.00	\$ 9,675.00	\$ 9,675.00	\$ 1,310.04	\$ 11,790.36	\$ 11,790.36
*	X6026622	VALVE VAULTS TO BE REMOVED	EACH	\$ 1,000.00	1	\$ 1,000.00	\$ 1,512.00	\$ 1,512.00	\$ 1,512.00	\$ 712.72	\$ 712.72	\$ 712.72
*	X6026632	VALVE BOXES TO BE REMOVED	EACH	\$ 750.00	8	\$ 6,000.00	\$ 337.00	\$ 2,696.00	\$ 2,696.00	\$ 712.70	\$ 5,701.60	\$ 5,701.60
*	X7010216	TRAFFIC CONTROL & PROTECTION (SPECIAL)	L SUM	\$ 45,000.00	1	\$ 45,000.00	\$ 58,730.00	\$ 58,730.00	\$ 58,730.00	\$ 130,000.00	\$ 130,000.00	\$ 130,000.00
*	Z0013798	CONSTRUCTION LAYOUT	L SUM	\$ 35,000.00	1	\$ 35,000.00	\$ 31,916.00	\$ 31,916.00	\$ 31,916.00	\$ 25,129.27	\$ 25,129.27	\$ 25,129.27
*		3" HMA DRIVEWAY REMOVAL AND REPLACEMENT	SQ FT	\$ 25.00	276	\$ 6,900.00	\$ 16.00	\$ 4,416.00	\$ 4,416.00	\$ 32.27	\$ 8,906.52	\$ 8,906.52
*		CASH ALLOWANCE	UNITS	\$ 1.00	25,000	\$ 25,000.00	\$ 1.00	\$ 25,000.00	\$ 25,000.00	\$ 1.00	\$ 25,000.00	\$ 25,000.00
*		COMBINATION CONCRETE CURB & GUTTER REMOVAL & REPLACEMENT (SPECIAL)	FOOT	\$ 35.00	2,192	\$ 76,703.20	\$ 60.00	\$ 131,491.20	\$ 131,520.00	\$ 50.00	\$ 109,576.00	\$ 109,600.00
*		DROP SANITARY MANHOLES, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	\$ 12,000.00	2	\$ 24,000.00	\$ 7,551.00	\$ 15,102.00	\$ 15,102.00	\$ 23,180.75	\$ 46,361.50	\$ 46,361.50
*		DUCTILE IRON WATERMAIN, "THEODORE ROAD", 8"	FOOT	\$ 200.00	75	\$ 15,000.00	\$ 188.00	\$ 14,100.00	\$ 14,100.00	\$ 210.00	\$ 15,750.00	\$ 15,750.00
*		INSERTION VALVES, 8"	EACH	\$ 9,400.00	1	\$ 9,400.00	\$ 12,527.00	\$ 12,527.00	\$ 12,527.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
*		PARKWAY RESTORATION - SODDING	SQ YD	\$ 19.50	1,215	\$ 23,692.50	\$ 23.00	\$ 27,945.00	\$ 27,945.00	\$ 37.85	\$ 45,987.75	\$ 45,987.75
*		PORTLAND CEMENT CONCRETE (HIGH EARLY) DRIVEWAY PAVEMENT REMOVAL & REPLACEMENT	SQ YD	\$ 75.00	422	\$ 31,650.00	\$ 162.00	\$ 68,364.00	\$ 68,364.00	\$ 147.23	\$ 62,131.06	\$ 62,131.06
*		PORTLAND CEMENT CONCRETE SIDEWALK REMOVAL & REPLACEMENT (SPECIAL)	SQ FT	\$ 15.00	6,403	\$ 96,045.00	\$ 15.00	\$ 96,045.00	\$ 96,045.00	\$ 17.87	\$ 114,421.61	\$ 114,421.61
*		SANITARY SEWER, PVC ASTM D-2241, 8"	FOOT	\$ 100.00	110	\$ 11,000.00	\$ 123.00	\$ 13,530.00	\$ 13,530.00	\$ 330.00	\$ 36,300.00	\$ 36,300.00
*		SHAPING AND GRADING ROADWAY	SQ YD	\$ 5.00	6,997	\$ 34,985.00	\$ 3.00	\$ 20,991.00	\$ 20,991.00	\$ 3.40	\$ 23,789.80	\$ 23,789.80
*		STRUCTURES TO BE REMOVED	EACH	\$ 1,000.00	10	\$ 10,000.00	\$ 2,040.00	\$ 20,400.00	\$ 20,400.00	\$ 712.70	\$ 7,127.00	\$ 7,127.00
*		SUMP LINE	FOOT	\$ 250.00	100	\$ 25,000.00	\$ 132.00	\$ 13,200.00	\$ 13,200.00	\$ 63.83	\$ 6,383.00	\$ 6,383.00
*		TEMPORARY ACCESS	EACH	\$ 250.00	43	\$ 10,750.00	\$ 210.00	\$ 9,030.00	\$ 9,030.00	\$ 300.00	\$ 12,900.00	\$ 12,900.00
*		TEMPORARY PAVEMENT, 2"	SQ YD</									



July 14, 2025

Mr. Ronald Wiedeman P.E.
City Engineer
City of Crest Hill
2090 Oakland Ave
Crest Hill, Illinois 60403

**RE: Innercircle Dr Phase 1 Water Main Improvement Project
Crest Hill, IL**

Dear Mr. Wiedeman:

We have evaluated the bids received and read aloud on July 11, 2025 for the Innercircle Dr Phase 1 Water Main Improvement Project. The project includes, but is not limited to, watermain and storm sewer replacement, new curb and gutter, sidewalks and PCC driveways and rehabilitate the roadway.

Bids were received from the following contractors:

- MJ Underground Inc (\$2,318,680.64)
- J. Russ and Company Inc (\$2,415,989.21)

The engineer's estimate was \$2,377,977.20. The apparent low bid was submitted MJ Underground Inc \$2,318,680.64. MJ Underground Inc's bid was reviewed and no arithmetic errors were found.

We recommend the award of the contract for construction of the Innercircle Dr Phase 1 Water Main Improvement Project to MJ Underground Inc in the amount of \$2,318,680.64. If you have any questions or require further information, please contact me at 630.254.1522 or by email at jholy@v3co.com

Sincerely,
V3 Companies of Illinois, Ltd.

Jason Holy, P.E.
Senior Project Manager



Agenda Memo

Crest Hill, IL

Meeting Date:	July 21, 2025
Submitter:	Ronald J Wiedeman
Department:	Engineering
Agenda Item:	A Resolution approving a Construction Engineering Agreement for Innercircle Dr. Water Main Replacement and Roadway Rehabilitation Improvement by and Between the City of Crest Hill, Will County, Illinois and V3 Companies. for an amount of \$69,843.00.

Summary:

V3 Companies. has been requested by staff to perform part-time construction inspection on this improvement. Some of the tasks they will be performing are documentation of work completed, reviewing and approving shop drawing, reviewing contractor pay requests, attendance at field meetings and preparing minutes of these minutes, coordinate the project with the owner and businesses of the shopping center and performing inspection for compliance to ensure project is built according to the approved plans.

Recommended Council Action:

A Resolution approving a Construction Engineering Agreement for Innercircle Dr-Phase 1 Water Main Replacement and Roadway Rehabilitation Improvement by and Between the City of Crest Hill, Will County, Illinois and V3 Companies. for an amount of \$69,843.00.

Financial Impact:

Funding Source: Water Fund

Budgeted Amount: \$9,129,250.00

Cost: \$69,843.00

Total 2026 budget amount obligated to the water main replacement fund to date including this work: \$7,517,416.00

Attachments:

Resolution-CE Services Innerscircle Dr-Phase 1

V3 RE proposal for Innerscircle Watermain 07152025-Phase 1.pdf

RESOLUTION NO. _____

**A RESOLUTION APPROVING A CONSTRUCTION ENGINEERING AGREEMENT
FOR INNERCIRCLE DR. WATER MAIN REPLACEMENT AND ROADWAY
REHABILITATION IMPROVEMENT BY AND BETWEEN THE CITY OF CREST HILL,
WILL COUNTY, ILLINOIS AND V3 COMPANIES FOR AN AMOUNT OF \$69,843.00**

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 and, 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, V3 Companies. (the "COMPANY"), is an entity that is in the business of providing Professional Services, for the Innercircle Dr-Phase 1 Water Main Replacement and Roadway Rehabilitation Improvement (the "Services"); and

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

WHEREAS, City Staff have negotiated an AGREEMENT FOR Innercircle Dr-Phase 1 Water Main Replacement and Roadway Rehabilitation Improvement (the "Agreement") with the Company for the purposes of engaging the Company to perform the Services (a copy of the Agreement is attached hereto as Exhibit A and fully incorporated herein); and

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

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

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

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

SECTION 2: AGREEMENT APPROVED. The City Council hereby finds and declares that the conditions, terms, and provisions of this Agreement (Exhibit A) in the amount of \$69,483.00 are fair, reasonable, and acceptable to the City and that the same is hereby approved in form and substance.

Therefore, the City Council hereby authorizes and directs the Mayor to execute and deliver, and the Clerk to attest, the Agreement, and further to take any and all other actions, including without limitation the execution and delivery of any and all documents, necessary and appropriate to effectuate the intent of this Resolution, which is to enter into the Agreement with the Company.

SECTION 3: SEVERABILITY. If any section, paragraph, clause or provisions 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 21ST DAY JULY, 2025.

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

APPROVED THIS 21ST DAY OF JULY 2025.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

EXHIBIT A



Exhibit A

July 14, 2025

Mr. Ron Wiedeman
City Engineer
City of Crest Hill
2090 Oakland Ave
Crest Hill, Illinois 60403

Re: Resident Engineering Services for Watermain Replacement for Innercircle Dr, Hosmer Ln, and Rahill Ct Phase I

Dear Mr. Wiedeman

On behalf of V3 Companies, we are pleased to submit this agreement for Resident Engineering services for various improvements along Innercircle Dr Phase I. If you find this proposal to be acceptable, the executed copies of this letter, which set forth the contractual elements of this agreement, will constitute an agreement between City of Crest Hill and V3 Companies (V3) for services on this project.

Project Understanding

It is our understanding that the City of Crest Hill is requesting Resident Engineering services for plans and specifications previously developed by V3 for watermain replacement, pavement rehabilitation, curb replacement, and driveway apron replacement on Innercircle Dr, Hosmer Ln, and Rahill Ct. The scope of work has been attached as well as the CECS forms detailing the work that will be included within this contract. In addition, direct expenses have been included for vehicle usage on the CECS forms.

Compensation

V3 shall be paid the following fees for services rendered:

<u>Service</u>	<u>Fee</u>
I. Resident Engineering Services	\$69,843 (Not to exceed)
<u>Total Project Cost</u>	\$69,843 (Not to Exceed)



We appreciate the opportunity to present this proposal and look forward to working with the City of Crest Hill on this project.

Sincerely,
V3 COMPANIES

Accepted for:
CITY OF CREST HILL

A handwritten signature in black ink, appearing to read 'Kurt Corrigan', with a long horizontal flourish extending to the right.

Kurt Corrigan, P.E.
Vice President of
Municipal Services

BY:

TITLE:

DATE:

PHASE III CONSTRUCTION ENGINEERING

To ensure that the City's expectations are met during construction we have broken down our approach to project management into two phases and the anticipated scope of work within each phase:

CONSTRUCTION PHASE

Once construction has begun, we will provide the following services:

- Review and process shop drawings / submittals.
- Provide full time Resident Engineering services to perform on-site inspections and ensure completion of the work in accordance with contract documents.
- Measure and document all quantities per IDOT/FHWA requirements.
- Work with Will County CDBG grant paperwork
- Maintain project diary, quantity book, inspector daily reports and weekly reports throughout construction.
- Provide digital construction progress photos documenting the progress of constructed work.
- Prepare and submit pay estimates, bi-monthly.
- Coordinate and conduct weekly progress status meetings with all interested parties.
- Prepare and distribute meeting minutes to all attending parties.
- Monitor and update material certifications.
- Perform, through a subconsultant, material testing for concrete, asphalt, subgrade compaction and aggregates.
- Monitor quality control and quality assurance material testing results.
- Perform inspections of erosion and sediment control measures and document in accordance with NPDES guidelines.
- Provide communication on behalf of the city to any residents regarding the scope or schedule of construction related activities. Provide follow up discussions with notified parties to ensure proper resolution was achieved.
- Be the point of contact with City during the construction.

FINAL CLOSE-OUT PHASE

We will provide the following services during the final close-out phase:

- Make final measurements of all pay items.
- Provide final calculations of all pay items.
- Obtain backup documentation required for final payment.
- Continually prepare and monitor the completion of the punch list.
- Prepare and submit the final pay request.
- Conduct final inspection of the contractor's work.

City of Crest Hill

Will

--



V3 COMPANIES GENERAL TERMS AND CONDITIONS

1. CLIENT'S RESPONSIBILITIES

CLIENT shall do the following in a timely manner so as not to delay the services of CONSULTANT.

- a. Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, borings, probings and subsurface explorations, hydrographic surveys, laboratory tests, environmental assessment and impact statements, property, boundary, easement, right-of-way, topographic and utility surveys, property and legal descriptions, zoning, deed and other land use restrictions; all of which CONSULTANT may use and rely upon in performing services under this Agreement.
- b. Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.
- c. Give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services, or any defect or non-conformance in the work of any Contractor.

2. CONSULTANT'S RESPONSIBILITIES

CONSULTANT will render engineering and/or other Professional Services in accordance with generally accepted and currently recognized practices and principles and in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality. CONSULTANT makes no warranty, either expressed or implied, with respect to its services.

- a. Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the CLIENT and any other party concerning the Project, the CONSULTANT shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the CLIENT, the construction contractor, other contractors or subcontractors, other than its own activities or own subcontractors in the performance of the work described in this agreement. Nor shall the CONSULTANT be responsible for the acts or omissions of the CLIENT, or for the failure of the CLIENT, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the CONSULTANT.
- b. CLIENT reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and CONSULTANT and CLIENT shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes.
- c. The CONSULTANT will be responsible for correctly laying out the design data shown on the contract documents where construction staking services are a part of this Agreement. The CONSULTANT is not responsible for, and CLIENT agrees herewith to hold CONSULTANT harmless from any and all errors which may be contained within the Contract Documents. It is expressly understood that the uncovering of errors in the plans and specifications is not the responsibility of the CONSULTANT and any and all costs associated with such errors shall be borne by others.

3. TERMS OF PAYMENT

CONSULTANT shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred, based upon CONSULTANT's estimate of the proportion of the total services actually completed at the time of billing or based upon actual hours expended during the billing period. CLIENT shall make prompt monthly payments in response to CONSULTANT's monthly statements.

If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty (30) days after receipt of CONSULTANT's statement therefore, the past amounts due CONSULTANT will be increased at the rate of 1.5% per month from said thirtieth day. CONSULTANT may after giving seven days written notice to CLIENT, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges including all costs of collection (including reasonable attorneys' fees). CONSULTANT shall have no liability whatsoever to CLIENT for any costs or damages as a result of such suspension.

4. SUSPENSION OF SERVICES

CLIENT may, at any time, by written order to CONSULTANT require CONSULTANT to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order CONSULTANT shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. CLIENT, however, shall pay all costs associated with the suspension. If the project resumes after being suspended 30 days or more, the contract fee may be re-negotiated to reflect costs of delay, start-up, and other costs.

5. TERMINATION

This Agreement may be terminated by either party upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by CLIENT, under the same terms, whenever CLIENT shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by CONSULTANT before the termination date shall be reimbursed by CLIENT.

6. ATTORNEY'S FEES

In the event of any dispute that leads to litigation arising from or related to the services provided under this agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees and other related expenses. Prevailing party is the party who recovers at least 75% of its total claims in the action or who is required to pay no more than 25% of the other party's total claims in the action when considered in the totality of claims and counterclaims, if any. In claims for money damages, the total amount of recoverable attorney's fees and costs shall not exceed the net monetary award of the prevailing party.

7. REUSE OF DOCUMENTS

All documents including but not limited to Reports, Drawings and Specifications prepared or furnished by CONSULTANT (and CONSULTANT's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project and CONSULTANT shall retain an ownership and property interest therein whether or not the Project is completed. Upon payment to CONSULTANT for services performed, CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT, or to CONSULTANT's independent professional associates or consultants, and CLIENT shall indemnify, defend, and hold harmless CONSULTANT and CONSULTANT's independent professional associates and consultants from all claims, damages, losses and expenses including reasonable attorney's fees and costs of defense arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

8. INSURANCE

Upon CLIENT request the CONSULTANT shall provide the CLIENT with certificates of insurance evidencing all coverages held by the CONSULTANT.

In order that the CLIENT and the CONSULTANT may be fully protected against claims, the CLIENT agrees to secure from all CONTRACTORS and SUBCONTRACTORS working directly or indirectly on the project, prior to the commencement of work of any kind, a separate policy of insurance covering public liability, death and property damage naming the CLIENT and the CONSULTANT and their officers, employees and agents as additional insureds, and that said CONTRACTOR and SUBCONTRACTORS shall maintain such insurance in effect and bear all costs for the same until completion or acceptance of the work. Certificates of said insurance shall be delivered to the CLIENT and to the CONSULTANT as evidence of compliance with this provision. However, the lack of acknowledgment and follow-up by CONSULTANT regarding the receipt of said certificates does not waive CLIENT's and CONTRACTOR's obligation to provide said certificates.

9. DIGITAL TRANSMISSIONS.

The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted digitally, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted digitally; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the parties, or provision thereof the fact that a digital transmission was used.

10. CERTIFICATIONS, GUARANTEES AND WARRANTIES

CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in the CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence the CONSULTANT cannot ascertain. CLIENT also agrees not to make resolution of any dispute with CONSULTANT or payment of any amount due to the CONSULTANT in any way contingent upon the CONSULTANT signing any such certification.

11. INDEMNIFICATION

CONSULTANT agrees to the fullest extent permitted by law, to indemnify and hold CLIENT harmless from loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused by CONSULTANT's, or its employees' negligent acts, errors or omissions in the performance of professional services under this Agreement.

CLIENT agrees to the fullest extent permitted by law, to indemnify and hold CONSULTANT harmless from any loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused solely by CLIENT's, its agents or employees, negligent acts, errors or omissions in the performance of professional services under this Agreement

- If the negligence or willful misconduct of both the CONSULTANT and CLIENT (or a person identified above for whom each is liable) is a cause of such damage or injury, the loss, cost, or expense shall be shared between CONSULTANT and CLIENT in proportion to their relative degrees of negligence acts, errors or omissions and the right of indemnity shall apply for such proportion. Section 11 in no way will limit the City's ability to assert any defenses to liability pursuant to the Local Government and Governmental Employees Tort Immunity Act 745 ILCS 10/1-101 et. seq.;

12. WAIVER OF CONTRACT BREACH

The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

13. LIMITATION OF LIABILITY

CLIENT and CONSULTANT have discussed the risks, rewards, and benefits of the project and the CONSULTANT's total fee for services. Risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, the CONSULTANT's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes shall not exceed the total amounts of liability or other insurance coverage available to CONSULTANT. Such causes include but are not limited to the CONSULTANT's negligence, errors, omissions, strict liability, or breach of contract.

14. HAZARDOUS MATERIALS

The Consultant, its principals, employees, agents or consultants shall perform no services relating to the investigation, detection, abatement, replacement, discharge, or removal of any toxic or hazardous contaminants or materials on this project. The Owner acknowledges that, with regard to this Agreement, the CONSULTANT has no professional liability (errors and omissions) or other insurance for claims arising out of the performance or failure to perform professional services related to the investigation, detection, abatement, replacement, discharge or removal of products, materials or processes containing asbestos or any other toxic or hazardous contaminants or materials ("Hazardous Materials"). Those services are not included in the scope of this Agreement.

15. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Illinois.



Agenda Memo

Crest Hill, IL

Meeting Date:	July 21, 2025
Submitter:	Ronald J Wiedeman
Department:	Engineering
Agenda Item:	Award the contract to M.J. Underground, Inc. in the amount of \$724,836.00 for the Caton Farm Water Main Extension.

Summary: Bids were advertised and solicited for qualified contractors to provide unit price costs for the Caton Farm Water Main Extension Improvement.

The city solicited bids through the newspaper and IDOT construction bulletin looking for qualified contractors. A total of three (3) local prequalified contractors picked up bids and three (3) submitted bids. The bids were received for the improvement at Crest Hill City Hall until 10:00 AM local time on Thursday, July 10, 2025. Bids were opened and read aloud on Thursday, July 10, 2025, at 10:00 AM in the Council Chambers. The following is a list of the bids received:

Results

- | | |
|-----------------------------|---|
| 1. M. J. Underground | \$724,836.00 |
| 2. J Russ and Company, Inc. | \$943,139.08 |
| 3. Scanlon Excavating | \$1,126,460.00(Corrected)[As read \$1,125,960.00] |

The Design Engineering Estimate \$1,100,000.00

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

Recommended Council Action: Award the contract to M.J. Underground, Inc. in the amount of \$724,836.00 for the Caton Farm Water Main Extension.

Financial Impact:

Funding Source: Water Fund

Budgeted Amount: \$9,129,250.00

Cost: \$724,836.00

Total 2026 budget amount obligated to the water main replacement fund to date including this work: \$8,242,190.00

Attachments:

Bid Tab-Caton Farm WM Extension.pdf

071525.rsltgBT.pdf



July 15, 2025

Honorable Raymond Soliman, Mayor
City of Crest Hill
20600 City Center Boulevard
Crest Hill, IL 60403

Re: Caton Farm Water Main Extension
Contract 3-2025
City of Crest Hill, Illinois

Dear Mayor Soliman:

Bids for the above-referenced Project were opened on July 10, 2025. Three Bids were received with the resulting Bid tabulation enclosed. The low Bid of \$724,836 was less than ENGINEER's opinion of probable construction cost.

M&J Underground, Inc. of Monee, Illinois was the apparent low Bidder at \$724,836. The Bid included a Bid Bond for 10 percent. The Bid is deemed to be responsive.

Strand Associates, Inc.® has not had previous experience with M&J Underground, Inc..

If you determine that M&J Underground, Inc. is a responsible Bidder after your evaluation of their qualifications, we recommend proceeding with award of the Contract in accordance with Article 18 of the Instructions to Bidders.

Sincerely,

STRAND ASSOCIATES, INC.®

Matthew J. Lichtenwalter

Enclosure

Bids Received: 10 A.M.
July 10, 2025

STRAND ASSOCIATES, INC.®
1170 South Houbolt Road
Joliet, IL 60431

CITY OF CREST HILL
CREST HILL, ILLINOIS
CATON FARM WATER MAIN EXTENSION
CONTRACT 3-2025

BID TABULATION SUMMARY

Bidder and Address	Bid Bond or Guarantee	Addenda Acknowledged	Computed Total Bid
M&J Underground, Inc. 26603 S Governors Hwy, Suite 1 Monee, IL 60449	10%	NA	\$724,836.00
J. Russ and Company, Inc. 16151 South Rankin Drive Lockport, IL 60441	10%	NA	\$943,139.08
Scanlon Excavating & Concrete 630 S 7000 W Rd Kankakee, IL 60901	10%	NA	\$1,126,460.00 *\$1,125,960.00

* CONTRACTOR'S COMPUTED TOTAL

Reviewed by: 

Bids Received: 10 A.M., July 10, 2025

STRAND ASSOCIATES, INC.®
1170 South Houbolt Road
Joliet, IL 60431

CITY OF CREST HILL
CREST HILL, ILLINOIS
CATON FARM WATER MAIN EXTENSION
CONTRACT 3-2025

BID TABULATION BREAKDOWN

				M&J Underground, Inc. 26603 S. Governors Hwy, Ste.1 Monee, IL 60449		J.Russ and Company, Inc. 16151 S. Rankin Drive Lockport, IL 60441		Scanlon Excavating & Concrete 630 S 7000 W Rd Kankakee, IL 60901	
No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1.	Preconstruction Videotaping	1	LS	\$ 3,356.00	\$ 3,356.00	\$ 3,135.04	\$ 3,135.04	\$ 3,500.00	\$ 3,500.00
2.	Mobilization	1	LS	\$ 12,888.00	\$ 12,888.00	\$ 9,000.00	\$ 9,000.00	\$ 125,000.00	\$ 125,000.00
3.	Construction Layout and Staking	1	LS	\$ 14,234.00	\$ 14,234.00	\$ 6,000.00	\$ 6,000.00	\$ 25,000.00	\$ 25,000.00
4.	Traffic Control and Protection, Standard	1	LS	\$ 6,289.00	\$ 6,289.00	\$ 35,000.00	\$ 35,000.00	\$ 75,000.00	\$ 75,000.00
5.	Removal and Disposal of Non-CCDD Material	50	T	\$ 99.00	\$ 4,950.00	\$ 102.68	\$ 5,134.00	\$ 100.00	\$ 5,000.00
6.	Foundation Material	50	CY	\$ 107.00	\$ 5,350.00	\$ 0.01	\$ 0.50	\$ 50.00	\$ 2,500.00
7.	Rock Removal	50	CY	\$ 122.00	\$ 6,100.00	\$ 0.01	\$ 0.50	\$ 100.00	\$ 5,000.00
8.	Tree Removal (6- to 15-Unit Diameter)	138	UNITS	\$ 30.00	\$ 4,140.00	\$ 31.85	\$ 4,395.30	\$ 30.00	\$ 4,140.00
9.	Tree Removal (Over 15-Unit Diameter)	60	UNITS	\$ 36.00	\$ 2,160.00	\$ 40.35	\$ 2,421.00	\$ 40.00	\$ 2,400.00
10.	Fence Removal and Replacement	20	LF	\$ 111.00	\$ 2,220.00	\$ 0.01	\$ 0.20	\$ 25.00	\$ 500.00
11.	Trench Backfill	272	CY	\$ 108.00	\$ 29,376.00	\$ 51.00	\$ 13,872.00	\$ 60.00	\$ 16,320.00
12.	Inlet Filter	7	EA	\$ 225.00	\$ 1,575.00	\$ 217.00	\$ 1,519.00	\$ 150.00	\$ 1,050.00

				M&J Underground, Inc. 26603 S. Governors Hwy, Ste.1 Monee, IL 60449		J.Russ and Company, Inc. 16151 S. Rankin Drive Lockport, IL 60441		Scanlon Excavating & Concrete 630 S 7000 W Rd Kankakee, IL 60901	
No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
13.	Combination Concrete Curb and Gutter Removal and Replacement	60	LF	\$ 181.00	\$ 10,860.00	\$ 92.00	\$ 5,520.00	\$ 100.00	\$ 6,000.00
14.	Pavement Patch, Class D	84	SY	\$ 144.00	\$ 12,096.00	\$ 122.00	\$ 10,248.00	\$ 200.00	\$ 16,800.00
15.	Gravel Driveway-CA6	11	SY	\$ 65.00	\$ 715.00	\$ 77.00	\$ 847.00	\$ 50.00	\$ 550.00
16.	Perimeter Erosion Control Barrier	796	LF	\$ 5.00	\$ 3,980.00	\$ 4.00	\$ 3,184.00	\$ 5.00	\$ 3,980.00
17.	Restoration, Seeding, Class 1A	1	LS	\$ 31,446.00	\$ 31,446.00	\$ 78,308.07	\$ 78,308.07	\$ 85,000.00	\$ 85,000.00
18.	Restoration, Sod	1	LS	\$ 18,292.00	\$ 18,292.00	\$ 45,551.41	\$ 45,551.41	\$ 35,000.00	\$ 35,000.00
19.	Hardwood Mulch, 3-IN	1	SY	\$ 2,809.00	\$ 2,809.00	\$ 5,505.46	\$ 5,505.46	\$ 25.00	\$ 25.00
20.	Furnish Pine Tree Sapling	19	EA	\$ 80.00	\$ 1,520.00	\$ 79.64	\$ 1,513.16	\$ 850.00	\$ 16,150.00
21.	Furnish Bush	18	EA	\$ 107.00	\$ 1,926.00	\$ 106.18	\$ 1,911.24	\$ 350.00	\$ 6,300.00
22.	Paint Pavement Marking-Line-4-IN Double Yellow	20	LF	\$ 26.00	\$ 520.00	\$ 53.09	\$ 1,061.80	\$ 200.00	\$ 4,000.00
23.	Water Main, 8-IN DIA, DI, Open Cut	3,860	LF	\$ 109.00	\$ 420,740.00	\$ 145.00	\$ 559,700.00	\$ 140.00	\$ 540,400.00
24.	Water Main, 6-IN DIA, DI	18	LF	\$ 145.00	\$ 2,610.00	\$ 145.00	\$ 2,610.00	\$ 140.00	\$ 2,520.00
25.	Water Main in PVC Casing Pipe, 20-IN	141	LF	\$ 140.00	\$ 19,740.00	\$ 195.64	\$ 27,585.24	\$ 225.00	\$ 31,725.00
26.	Gate Valve, 8-IN DIA, W/ Vault	7	EA	\$ 5,122.00	\$ 35,854.00	\$ 6,730.88	\$ 47,116.16	\$ 6,500.00	\$ 45,500.00
27.	Fire Hydrant W/ Auxiliary Valve and Valve Box	6	EA	\$ 9,056.00	\$ 54,336.00	\$ 9,000.00	\$ 54,000.00	\$ 7,850.00	\$ 47,100.00
28.	Connect to Existing Water Main W/ 12-IN by 12-IN by 8-IN Tee	2	EA	\$ 7,377.00	\$ 14,754.00	\$ 9,000.00	\$ 18,000.00	\$ 10,000.00	\$ 20,000.00

				M&J Underground, Inc. 26603 S. Governors Hwy, Ste.1 Monee, IL 60449		J.Russ and Company, Inc. 16151 S. Rankin Drive Lockport, IL 60441		Scanlon Excavating & Concrete 630 S 7000 W Rd Kankakee, IL 60901	
No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	ENGINEER'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 28				\$ 724,836.00		\$ 943,139.08		\$ 1,126,460.00
	CONTRACTOR'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 28				\$ 724,836.00		\$ 943,139.08		*\$ 1,125,960

* CONTRACTOR'S COMPUTED TOTAL

Reviewed by 

Bids Received: 10 A.M., July 10, 2025

STRAND ASSOCIATES, INC.®
1170 South Houbolt Road
Joliet, IL 60431

CITY OF CREST HILL
CREST HILL, ILLINOIS
CATON FARM WATER MAIN EXTENSION
CONTRACT 3-2025

BID TABULATION BREAKDOWN

				M&J Underground, Inc. 26603 S. Governors Hwy, Ste.1 Monee, IL 60449		J.Russ and Company, Inc. 16151 S. Rankin Drive Lockport, IL 60441		Scanlon Excavating & Concrete 630 S 7000 W Rd Kankakee, IL 60901	
No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1.	Preconstruction Videotaping	1	LS	\$ 3,356.00	\$ 3,356.00	\$ 3,135.04	\$ 3,135.04	\$ 3,500.00	\$ 3,500.00
2.	Mobilization	1	LS	\$ 12,888.00	\$ 12,888.00	\$ 9,000.00	\$ 9,000.00	\$ 125,000.00	\$ 125,000.00
3.	Construction Layout and Staking	1	LS	\$ 14,234.00	\$ 14,234.00	\$ 6,000.00	\$ 6,000.00	\$ 25,000.00	\$ 25,000.00
4.	Traffic Control and Protection, Standard	1	LS	\$ 6,289.00	\$ 6,289.00	\$ 35,000.00	\$ 35,000.00	\$ 75,000.00	\$ 75,000.00
5.	Removal and Disposal of Non-CCDD Material	50	T	\$ 99.00	\$ 4,950.00	\$ 102.68	\$ 5,134.00	\$ 100.00	\$ 5,000.00
6.	Foundation Material	50	CY	\$ 107.00	\$ 5,350.00	\$ 0.01	\$ 0.50	\$ 50.00	\$ 2,500.00
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8.	Tree Removal (6- to 15-Unit Diameter)	138	UNITS	\$ 30.00	\$ 4,140.00	\$ 31.85	\$ 4,395.30	\$ 30.00	\$ 4,140.00
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	CONTRACTOR'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 28				\$ 724,836.00		\$ 943,139.08		*\$ 1,125,960

* CONTRACTOR'S COMPUTED TOTAL

Reviewed by 



Agenda Memo

Crest Hill, IL

Meeting Date:	July 21, 2025
Submitter:	Ronald J Wiedeman
Department:	Engineering
Agenda Item:	A Resolution approving a Construction Engineering Agreement for Caton Farm Rd. Water Main Extension Improvement by and Between the City of Crest Hill, Will County, Illinois and Strand Associates, Inc. for an amount of \$133,200.00.

Summary:

Strand Associates, Inc. has been requested by staff to perform full-time construction inspection on this improvement. Some of the tasks they will be performing are documentation of work completed, reviewing and approving shop drawing, reviewing contractor pay requests, attendance at field meetings and preparing minutes of these minutes, coordinate the project with the owner and businesses of the shopping center and performing inspection for compliance to ensure project is built according to the approved plans.

Recommended Council Action:

A Resolution approving a Construction Engineering Agreement for Caton Farm Rd. Water Main Extension Improvement by and Between the City of Crest Hill, Will County, Illinois and Strand Associates, Inc. for an amount of \$133,200.00.

Financial Impact:

Funding Source: Water Fund

Budgeted Amount: \$9,129,250.00

Cost: \$133,200.00

Total 2026 budget amount obligated to the water main replacement fund to date including this work: \$8,375,452.00

Attachments:

Resolution-CE Services Caton Farm WM

3894.074.1 CE Services.pdf

RESOLUTION NO. _____

**A RESOLUTION APPROVING A CONSTRUCTION ENGINEERING AGREEMENT
FOR CATON FARM RD. WATER MAIN EXTENSION IMPROVEMENT BY AND
BETWEEN THE CITY OF CREST HILL, WILL COUNTY, ILLINOIS AND STRAND
ASSOCIATES, INC. FOR AN AMOUNT OF \$133,200.00**

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 and, 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, Strand Associates, Inc. (the "COMPANY"), is an entity that is in the business of providing Professional Services, for the Caton Farm Water Main Extension Improvement (the "Services"); and

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

WHEREAS, City Staff have negotiated an AGREEMENT FOR Caton Farm Water Main Extension Improvement (the "Agreement") with the Company for the purposes of engaging the Company to perform the Services (a copy of the Agreement is attached hereto as Exhibit A and fully incorporated herein); and

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

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

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

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

SECTION 2: AGREEMENT APPROVED. The City Council hereby finds and declares that the conditions, terms, and provisions of this Agreement (Exhibit A) in the amount of \$133,200.00 are fair, reasonable, and acceptable to the City and that the same is hereby approved in form and

substance. Therefore, the City Council hereby authorizes and directs the Mayor to execute and deliver, and the Clerk to attest, the Agreement, and further to take any and all other actions, including without limitation the execution and delivery of any and all documents, necessary and appropriate to effectuate the intent of this Resolution, which is to enter into the Agreement with the Company.

SECTION 3: SEVERABILITY. If any section, paragraph, clause or provisions 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 21ST DAY JULY, 2025.

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

APPROVED THIS 21ST DAY OF JULY 2025.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

EXHIBIT A



Exhibit A

Strand Associates Item 19.
1170 South Houbolt Road
Joliet, IL 60431
(P) 815.744.4200
www.strand.com

July 14, 2025

City of Crest Hill
20600 City Center Boulevard
Crest Hill, IL 60402

Attention: Honorable Mayor Raymond R. Soliman

Re: Agreement for Construction-Related Services
Caton Farm Road Water Main

This is an Agreement between the City of Crest Hill, Illinois, hereinafter referred to as OWNER, and Strand Associates, Inc.[®], hereinafter referred to as ENGINEER, to provide Construction-Related Services (Services) for the Caton Farm Road Water Main project previously designed by ENGINEER. This Agreement shall be in accordance with the following elements.

Scope of Services

ENGINEER will provide the following Services to OWNER.

1. Provide contract administration Services including attendance at preconstruction conference, review of up to two iterations contractor's shop drawing submittals, review and respond to contractor's requests for information, review and respond to up to four contractor's periodic pay requests, attendance at up to four construction progress meetings, attend up to four periodic site visits, and participation in project closeout.
2. Provide resident project representative (RPR) for full-time observation of construction. RPR services are anticipated for a construction period of 12 weeks, for which full-time is defined as up to five site visits per week and up to 45 hours per week.
3. Provide record drawings in electronic format from information compiled from contractor's records. ENGINEER is providing drafting Services only for record drawings based on the records presented to ENGINEER by contractor and OWNER. ENGINEER will not be liable for the accuracy of the record drawing information provided by contractor and OWNER.

Service Elements Not Included

The following services are not included in this Agreement. If such services are required, they will be provided through an amendment to this Agreement or through a separate agreement.

1. Additional and Extended Services during construction made necessary by:
 - a. Work damaged by fire or other cause during construction.
 - b. A significant amount of defective or neglected work of any contractor.
 - c. Prolongation of the time of the construction contract.
 - d. Default by contractor under the construction contract.

City of Crest Hill, Illinois
Page 2
July 14, 2025

2. Additional Site Visits and/or Meetings: Additional OWNER-required site visits or meetings.
3. Geotechnical Engineering: Geotechnical engineering information will be required and provided through OWNER and OWNER's geotechnical consultant. ENGINEER will assist OWNER with defining initial scope of geotechnical information that is required to allow OWNER to procure geotechnical engineering services.
4. Preparation for and/or Appearance in Litigation on Behalf of OWNER: Any services related to litigation.
5. Review of Product Substitutions Proposed by Contractor: The terms of the construction Contract call for the construction contractor to reimburse OWNER for ENGINEER's cost for evaluating substitute products. ENGINEER's cost for such evaluations is not included.
6. Unsolicited Media: Any services that include the review or analysis of unsolicited media including, but not limited to, photographs, videos, and drone footage provided by OWNER or contractors unless specifically requested and agreed to in writing. ENGINEER's use of electronic construction administration programs (e.g., e-builder, Newforma) is limited to the Scope of Services defined in this Agreement. ENGINEER is not responsible for the review of unsolicited media uploaded to these programs unless specifically requested and agreed to in writing.

Compensation

OWNER shall compensate ENGINEER for Services under this Agreement on an hourly rate basis plus expenses an estimated fee of \$133,200.

Expenses incurred such as those for travel, meals, printing, postage, copies, computer, electronic communication, and long distance telephone calls will be billed at actual cost plus ten percent.

Only sales taxes or other taxes on Services that are in effect at the time this Agreement is executed are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Agreement, this Agreement will be adjusted to reflect the net change.

The estimated fee for the Services is based on wage scale/hourly billing rates, adjusted annually on July 1, that anticipates the Services will be completed as indicated. Should the completion time be extended, it may be cause for an adjustment in the estimated fee that reflects any wage scale adjustments made.

The estimated fee will not be exceeded without prior notice to and agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**. Any adjustments will be negotiated based on ENGINEER's increase or decrease in costs caused by delays, extensions, amendments, or changes.

Schedule

Services will begin upon execution of this Agreement, which is anticipated the week of July 14, 2025. Services are scheduled for completion on June 30, 2026.

Standard of Care

The Standard of Care for all Services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar

City of Crest Hill, Illinois
Page 3
July 14, 2025

circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's Services.

OWNER's Responsibilities

1. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to this project including previous reports, previous drawings and specifications, and any other data relative to the scope of this project.
2. Furnish to ENGINEER, as required by ENGINEER for performance of Services as part of this Agreement, data prepared by or services of others obtained or prepared by OWNER relative to the scope of this project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which ENGINEER may rely upon in performing Services under this Agreement.
3. Provide access to and make all provisions for ENGINEER to enter upon public and private lands as required for ENGINEER to perform Services under this Agreement.
4. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by ENGINEER and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of ENGINEER.
5. Provide all legal services as may be required for the development of this project.
6. Retain the services of a soils consultant to provide any necessary geotechnical evaluation and recommendations. OWNER's soils consultant shall provide all necessary geotechnical testing during construction. OWNER's soils consultant shall notify OWNER and ENGINEER of any geotechnical testing indicating any materials that are not in accordance with the Contract Documents (nonconforming materials) and if any nonconforming materials have been incorporated into the work.
7. Pay all permit and plan review fees payable to regulatory agencies.

Observation Services

In furnishing observation services, ENGINEER's efforts will be directed toward determining for OWNER that the completed project will, in general, conform to the Contract Documents; but ENGINEER will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents.

Payment Requests

ENGINEER's review of Payment Requests from contractor(s) will not impose responsibility to determine that title to any of the work has passed to OWNER free and clear of any liens, claims, or other encumbrances. Any such service by ENGINEER will be provided through an amendment to this Agreement.

City of Crest Hill, Illinois
Page 4
July 14, 2025

Changes

1. OWNER may make changes within the general scope of this Agreement in the Services to be performed. If such changes cause an increase or decrease in ENGINEER's cost or time required for performance of any Services under this Agreement, an equitable adjustment will be made and this Agreement will be modified in writing accordingly.
2. No services for which additional compensation will be charged by ENGINEER will be furnished without the written authorization of OWNER. The fee established herein will not be exceeded without agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**.
3. If there is a modification of Agency requirements relating to the Services to be performed under this Agreement subsequent to the date of execution of this Agreement, the increased or decreased cost of performance of the Services provided for in this Agreement will be reflected in an appropriate modification of this Agreement.

Extension of Services

This Agreement may be extended for additional Services upon OWNER's authorization. Extension of Services will be provided for a lump sum or an hourly rate plus expenses.

Payment

OWNER shall make monthly payments to ENGINEER for Services performed in the preceding month based upon monthly invoices. Nonpayment 30 days after the date of receipt of invoice may, at ENGINEER's option, result in assessment of a 1 percent per month carrying charge on the unpaid balance.

Nonpayment 45 days after the date of receipt of invoice may, at ENGINEER's option, result in suspension of Services upon five calendar days' notice to OWNER. ENGINEER will have no liability to OWNER, and OWNER agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by OWNER. Upon receipt of payment in full of all outstanding sums due from OWNER, or curing of such other breach which caused ENGINEER to suspend Services, ENGINEER will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

Failure to make payments to ENGINEER is cause for termination upon two-week notice to OWNER.

Termination

This Agreement may be terminated with cause in whole or in part in writing by either party subject to a two-week notice and the right of the party being terminated to meet and discuss the termination before the termination takes place. ENGINEER will be paid for all completed or obligated Services up to the date of termination.

Data Provided by Others

ENGINEER is not responsible for the quality or accuracy of data nor for the methods used in the acquisition or development of any such data where such data is provided by or through OWNER, contractor, or others to ENGINEER and where ENGINEER's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical

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City of Crest Hill, Illinois
Page 5
July 14, 2025

testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.

Third-Party Beneficiaries

Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's Services under this Agreement are being performed solely for OWNER's benefit, and no other party or entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of Services hereunder. OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this project to carry out the intent of this provision.

Dispute Resolution

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between OWNER and ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided first by mediation, if the parties mutually agree, or with a bench trial in a court of competent jurisdiction within the State of Illinois.

Remedies

Neither ENGINEER nor OWNER shall be liable to the other for special, indirect, punitive, or consequential damages for claims, disputes, or other matters in question arising out of this or relating to this Agreement. This mutual waiver is applicable, without limitation, due to either party's termination of this Agreement.

Terms and Conditions

The terms and conditions of this Agreement will apply to the Services defined in the **Scope of Services** and represent the entire Agreement and supersede any prior proposals, Requests for Qualifications, or Agreements. OWNER-supplied purchase order is for processing payment only; terms and conditions on the purchase order shall not apply to these Services.


IN WITNESS WHEREOF the parties hereto have made and executed this Agreement.

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.®

CITY OF CREST HILL, ILLINOIS


Joseph M. Bunker
Corporate Secretary

Date

Raymond R. Soliman
Mayor

Date



Agenda Memo

Crest Hill, IL

Meeting Date:	July 21, 2025
Submitter:	Ronald J Wiedeman
Department:	Engineering
Agenda Item:	Resolution approving an Agreement for 2025 Roadway Rehabilitation Program by and Between the City of Crest Hill, Will County, Illinois and P.T. Ferro Construction Company for an amount of \$716,911.65.

Summary: Attached is the construction agreement for the 2025 Roadway Rehabilitation Program, which was awarded to P.T. Ferro Construction Company at the June 16, 2025 council meeting.

Recommended Council Action:

Resolution approving an Agreement for 2025 Roadway Rehabilitation Program by and Between the City of Crest Hill, Will County, Illinois and P.T. Ferro Construction Company for an amount of \$716,911.65.

Financial Impact:

Funding Source: General Fund

Budgeted Amount: \$2,350,000.00

Cost: 716,911.65

Attachments:

P.T.Ferro Resolution

Exhibit A-2025 Roadway Rehabilitation Program

RESOLUTION NO. _____

**A RESOLUTION APPROVING A CONSTRUCTION AGREEMENT FOR 2025
ROADWAY REHABILITATION PROGRAM BY AND BETWEEN THE CITY OF
CREST HILL, WILL COUNTY, ILLINOIS AND P.T. FERRO CONSTRUCTION
COMPANY FOR AN AMOUNT OF \$716,911.65.**

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 and, 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, P.T. Ferro Construction Company (the "COMPANY"), is an entity that is in the business of providing Construction Services for the 2025 Roadway Rehabilitation Program. . (the "Services"); and

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

WHEREAS, City Staff have negotiated an AGREEMENT FOR Construction Services for the 2025 Roadway Rehabilitation Program. (the "Agreement") with the Company for the purposes of engaging the Company to perform the Services (a copy of the Agreement is attached hereto as Exhibit A and fully incorporated herein); and

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

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

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

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

SECTION 2: AGREEMENT APPROVED. The City Council hereby finds and declares that the conditions, terms, and provisions of this Agreement (Exhibit A) in the amount of \$716,911.65 are fair, reasonable, and acceptable to the City and that the same is hereby approved in form and

substance. Therefore, the City Council hereby authorizes and directs the Mayor to execute and deliver, and the Clerk to attest, the Agreement, and further to take any and all other actions, including without limitation the execution and delivery of any and all documents, necessary and appropriate to effectuate the intent of this Resolution, which is to enter into the Agreement with the Company.

SECTION 3: SEVERABILITY. If any section, paragraph, clause or provisions 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 21ST DAY JULY, 2025.

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

APPROVED THIS 21ST DAY OF JULY, 2025.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

EXHIBIT A

*Exhibit A***CHRISTOPHER B. BURKE ENGINEERING, LTD.**

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

June 17, 2025

P.T. Ferro Construction Company
PO Box 156
Joliet, IL 60434

Attention: Matt Marketti, President

Subject: City of Crest Hill
2025 Roadway Rehabilitation Program
Notice of Award

Dear Mr. Marketti:

The above referenced project was awarded to P.T. Ferro Construction Company on Monday, June 16, 2025, in accordance with your proposal received on May 29, 2025, in the amount of **Seven Hundred Sixteen Thousand Nine Hundred Eleven Dollars and Sixty-Five Cents (\$716,911.65).**

Digital copies of the contract and contract bond for the referenced project have been attached. Please print four copies of each and execute the contracts and contract bonds and provide insurance certificates in accordance with the Contract Specifications and Special Provisions. Please mail the four copies of the contract, contract bond, and certificate of insurance to my attention at our Lockport Office.

Please identify the City of Crest Hill and Christopher B. Burke Engineering, Ltd. (CBBEL) as additional insured.

On behalf of the City of Crest Hill, we look forward to the successful completion of this construction project. If you have any questions, please do not hesitate to contact me.

Sincerely,

Alex Schaefer, PE
Senior Project Manager

cc: Ron Wiedeman, PE – City of Crest Hill
File

N:\CRESTHILL\240536\ADMIN\CORRESPONDENCE\NOA_PT FERRO_2025_0617.DOCX

AGREEMENT BETWEEN THE CITY OF CREST HILL AND "CONTRACTOR"

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Crest Hill ("City") and PT Ferro Construction Company ("Contractor") on this, the _____, _____. The City and the Contractor may be referred to individually as a "Party" or collectively as the "Parties," where appropriate.

1. The Contract Documents, in order of priority, shall consist of the following:

- i. This Agreement
- ii. Addenda numbers 1 to 1, inclusive.
 - iii. Contract Special Provisions bearing the title "2025 ROADWAY REHABILITATION PROJECT."
- iv. BDE Special Provisions for the April 25, 2025, Letting.
- v. All Contract Drawings and Construction Details included with the notice to bidders, invitation to bid, and bidding instructions for the 2025 Roadway Rehabilitation Project.
- vi. City of Crest Hill Division 100 bearing the title General Requirements and Covenants
- vii. Performance and Payment Bonds.
- viii. Contractor's Bid and Proposal.
- ix. All documentation submitted by Contractor prior to notice of Award.
- x. Notice to bidders, invitation to bid, and bidding instructions for 2025 Roadway Rehabilitation Project.
- xi. Notice of Award.
- xii. Notice to Proceed.

The documents listed in this Paragraph 1, above, are not attached to this Agreement (except as expressly noted otherwise above) but are incorporated herein by reference. The Contract Documents (as set forth above) may only be amended, modified, or supplemented as provided in the City of Crest Hill Division 100 bearing the title General Requirements and Covenants. To the extent any provisions of any of the Contract Documents conflict with this Agreement, the provisions that are most beneficial to the City shall control. In the event that the Contractor believes such a conflict exists, the Contractor shall, as soon as practicable, request clarification from the City.

2. THE WORK

The Contractor shall fully execute the Work, as described and set out in the Contract Documents in a good and workmanlike manner.

3. DATES OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The Contractor shall commence the work within fifteen (15) days after the date set forth in the Notice to Proceed issued by the City in connection with this Agreement (the "Commencement Date"). The Contractor shall achieve substantial completion of the entire Work:

_____ Within _____ days after the Commencement Date.

 X On or before October 10, 2025.

The Contractor shall not be entitled to payment or compensation for any alleged damages, costs, or expenses whatsoever that arise in connection with the Contractor ensuring timely completion of the Work, regardless of the source or cause of such alleged damages, costs, or expenses and regardless of whether said source or cause was reasonable, foreseeable, or avoidable. In the event that the Contractor believes that it will suffer damages or incur additional costs, including but not limited to any costs of acceleration, or expenses and the source or cause of such damages, costs, or expenses was an act of the City or an act of God, the Contractor's only recourse and remedy shall be to request an extension of the time for substantial completion, which the City may agree, but is not obligated, to grant in its sole discretion.

4. LIQUIDATED DAMAGES

The City and the Contractor agree that any breach of this agreement by the Contractor that results in the delay of the project will cause the City to be damaged in a manner and amount that is uncertain and difficult to ascertain. In light of this agreement, the City and Contractor further agree that, in the event that the Contractor breaches any provision of this Agreement and such breach results in any delay of the project, the Contractor shall pay the City liquidated damages in the amounts set forth in the Contract Documents. The Parties agree and affirm that, while actual damages may be difficult to prove because of an unexpected breach of this Agreement, and delay of the project, by the Contractor, the liquidated damages set forth in the Contract Documents are reasonable as of the time this Agreement is executed. Further, the Parties agree and affirm that said damages bear a rational relation and connection to the damages that are reasonably foreseeable to be sustained by the City as a result of Contractor's unexpected breach of this Agreement. Accordingly, it is the express intent of the Parties, as evidenced by their respective execution of this Agreement, to hereby settle any claims of damages that might arise as a result of Contractor's breach of this Agreement, to the extent that such breach causes any actual delay of the project.

5. CONTRACT SUM

The City shall pay the Contractor for the performance of the Work in the manner and at the rate bid and accepted by the City as shown on the Contractor's Bid Proposal Form and the City's Notice of Award.

6. PROGRESS PAYMENTS

- (a) The Contractor shall file progress payment requests on a monthly basis, and the City shall make payments to the Contractor as provided below and elsewhere in the Contract Documents.

- (b) The period covered by each period payment request shall be one calendar month ending on the last day of the month.
- (c) Upon receipt of any progress payment request, the City shall review and respond to the request within Sixty (60) days after receipt by either paying the Contractor the sums requested or else by withholding payment of all or part of said sums and notifying the Contractor in writing of the reasons for such withholding.
- (d) Progress payments shall be computed as follows:
 - (i) The amount of each progress payment shall include:
 - (1) That portion of the Contract Sum properly allocable to labor, materials, and equipment used for completed and approved Work during the time period being billed.
 - (ii) The amount of each progress payment shall then be reduced by:
 - (1) The aggregate of any amounts previously paid by the City; and
 - (2) The amount, if any, for Work that remains uncorrected and for which the City previously withheld payment or part thereof; and
 - (3) For Work performed or defects discovered since the last payment application, any amount for which the City may withhold payment as set forth in the Contract Documents; and
 - (4) Retainage, as set forth herein.
- (e) In order to be valid, each request for payment shall include or be accompanied by the following:
 - (i) A sworn statement showing the amount presently due to the Contractor (supported by detailed timecards and invoices for materials the amount previously paid), the sum of all amounts previously paid to the Contractor, and the total amount remaining to be paid to Contractor under the Contract.
 - (ii) A list of all subcontractors, suppliers, and materialmen, if any, who have been engaged to perform work in connection with the Project, which list shall be sworn and shall show the sum of all amounts previously paid, presently due, and remaining to be paid to each subcontractor, supplier, and/or materialman.
 - (iii) A sworn lien waiver, signed by the Contractor or its authorized representative, that fully and satisfactorily waives any and all lien rights that the Contractor may have in the Work or any property or funds of the City in an amount equal to the sum of the amount requested for payment and all amounts previously paid or retained during the course of the Contract.
 - (iv) Sworn lien waivers signed by each subcontractor, supplier, and/or materialman on whose behalf the Contractor is applying for payment in any amount whatsoever, that fully and satisfactorily waives any and all lien rights that such subcontractor, supplier,

and/or materialman may have in the Work or any property or funds of the City in an amount equal to the sum of the amount requested for payment to said subcontractor, supplier, and/or materialman and all amounts previously paid or retained during the course of the Contract for the purpose of paying said subcontractor, supplier, and/or materialman.

7. REDUCTIONS IN PAYMENT BY CITY (CITY'S RIGHT TO SETOFF)

- (a) The Parties hereby agree that the City is entitled to impose a set-off against payment based on any of the following:
- (i) Claims have been made against the City on account of the Contractor's conduct in the performance or furnishing of the Work, or the City has incurred costs, losses, or damages on account of the Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement; or
 - (ii) The Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site; or
 - (iii) The Contractor has failed to provide and maintain required bonds or insurance; or
 - (iv) The City has been required to remove or remediate a hazardous environmental condition for which the Contractor is responsible; or
 - (v) The City has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities; or
 - (vi) The Work is defective, requiring correction or replacement; or
 - (vii) The City has been required to correct defective Work at its own cost; or
 - (viii) The Contract Sum has been reduced by change orders; or
 - (ix) An event that would constitute justify the City to terminate this Agreement for cause has occurred; or
 - (x) Liquidated damages have accrued as a result of the Contractor's failure to timely achieve Substantial Completion or final completion of the Work; or
 - (xi) Liens have been filed in connection with the Work, except where the Contractor has delivered a specific bond satisfactory to the City to secure the satisfaction and discharge of such Liens; or
 - (xii) There are other items entitling the City to a set off.
- (b) If the City imposes any set-off against payment the City will give the Contractor immediate written notice stating the reasons for such action and the specific amount of the reduction and shall promptly pay the Contractor any amount remaining after deduction of the amount

so withheld. The City shall promptly pay the Contractor the amount so withheld, or any adjustment thereto agreed to by the City and the Contractor, if the Contractor remedies the reasons for such action. The reduction imposed shall be binding on the Contractor unless it duly submits a change proposal contesting the reduction.

- (c) Upon a subsequent determination that the City's refusal of payment was not justified, the amount wrongfully withheld shall be promptly paid, along with 5% interest per annum.

8. RETAINAGE

For each progress payment made prior to Substantial Completion of the Work, the City may withhold 10% as retainage from the payment otherwise due. The City reserves the right, but is under no obligation, to reduce retainage prior to substantial completion.

9. FINAL PAYMENT

- (a) Subject to all requirements and provisions of this Agreement, including but not limited to the City's right to setoff its obligations to the Contractor (see Section 7, above), and the Contract Documents, final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the City to the Contractor when the Contractor has fully performed the Work and all other obligations under the Contract Documents other than those obligations related to the Contractor's responsibility (1) to correct deficient or unacceptable Work as provided in the Contract Documents, and (2) to satisfy other requirements, if any, which extend beyond final payment.
- (b) Upon receiving a request for final payment under the Contract, the City shall pay the balance of the contract sum within thirty (30) days of completion of punch list items by the Contractor and sign-off and approval by the City. Notwithstanding the forgoing, the City may avail itself of any longer timelines applicable to a payment as available under the Illinois Local Government Prompt Payment (Act 50 ILCS 505/1 *et seq.*), the provisions of which Act shall apply to this Contract. **THE LAW REQUIRES THAT THE CONTRACTOR SHALL SUBMIT A SWORN STATEMENT OF PERSONS FURNISHING MATERIALS AND LABOR BEFORE ANY PAYMENTS ARE REQUIRED TO BE MADE TO THE CONTRACTOR (770 ILCS 60/5).**

10. INSURANCE

A. General Insurance Requirements.

The Contractor shall fully comply with all requirements set forth in Section 7-2 of the Division 100, General Requirements and Covenants (Insurance Requirements), along with any and all other insurance requirements set out in the Contract Documents.

B. Other Insurance Requirements

The Contractor shall deliver to the City prior to commencing Work, certificates of insurance (ACORD Form 27 or other form acceptable to the City) evidencing the required insurance coverage of Contractor and each Subcontractor. The certificates required to be provided under this Paragraph shall contain clauses and/or provisions stating (i) that the policies will not be canceled or reduced without thirty (30) days prior notice to and the written consent of the City, and (ii) that the policies are primary and

noncontributory. The policies shall further name the City and all of its elected officials, officers, employees, and agents as additional insureds. The City shall not waive any rights of subrogation. The Contractor shall provide and maintain insurance in the amounts outlined with companies acceptable to the City, for a minimum of two (2) years after completion final completion of the project. Under no circumstances shall the City be deemed to have waived any of the insurance requirements of this Contract by any action or omission. Liability of the Contractor and Subcontractors is not limited by purchase of insurance.

11. INDEMNIFICATION

- (a) To the fullest extent permitted by law, Contractor waives any right of contribution against and shall defend, indemnify and hold harmless the City and any elected official, officer, attorney, employee, consultant, representative, or agent of the City (collectively the "indemnitees") from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from or in connection with the performance of the Work, provided that any such claim, damage, loss or expense (collectively "Claims") is caused by or alleged to be caused by an act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable in the performance of the Agreement, regardless of whether or not it is actually or allegedly caused in part by an indemnitee. The obligations of the Contractor under this Section 11(a) shall be construed to include, but shall not be limited to, injury or damage consequent upon failure to use or misuse by the Contractor, his agents, subcontractors, and employees of any scaffold, hoist, crane, stay, ladder, support, or other mechanical contrivance erected or constructed by any person, or any or all other kinds of equipment, whether or not owned or furnished by the City. The Contractor shall include this provision in each of its subcontract agreements and shall require its subcontractors to be so bound.
- (b) In the event that the Contractor or its Subcontractors are requested but refuse to honor the indemnity obligations of this Section or to provide a defense, then the Contractor shall, in addition to all other obligations, pay the cost of bringing any action to enforce this Section, including reasonable attorneys' fees.
- (c) The Contractor hereby intentionally, knowingly, and voluntarily waives the right to assert, under the case of *Kotecki v. Cyclops Welding Corp.*, 146 Ill. 2d 155 (1991) that Contractor's liability may be limited to the amount of its statutory liability under the Workers' Compensation Act, and agrees that Contractor's liability to indemnify and defend the Owner is not limited by the so called "Kotecki Cap." The Contractor shall include this provision in each of its subcontract agreements and shall require its subcontractors to be so bound.
- (d) The indemnification provisions of this Section 11 are not intended to circumvent the Construction Contract Indemnification for Negligence Act (740 ILCS 35/0.01, *et seq.*) and shall not be construed as such, but in such a way to affect their enforcement to the fullest extent of the law.

12. COMPLIANCE WITH LAWS

The Contractor shall perform its Work in compliance with all applicable laws, ordinances rules, regulations and codes, including but not limited to the *Illinois Prevailing Wage Act* (820 ILCS 130/1 *et seq.*).

The Contractor shall pay not less than the prevailing rate of wages to all laborers, workers and mechanics performing work under this Contract. Moreover, the Contractor shall ensure that each subcontract is awards shall contain specific language therein requiring each subcontractor to pay not less than the prevailing wage to all laborers, workers and mechanics performing work for the project contemplated under this Contract. Further, the Contractor and all Subcontractors shall submit monthly certified payroll records to the City verifying that employees are being paid the prevailing rate of wages. The Contractor shall obtain necessary permits and licenses and consult with applicable governmental authorities as appropriate to ensure that the Work complies with all applicable laws. The Contractor agrees to fully comply with all requirements of federal and state law, including, but not limited to, the requirements of *Illinois Human Rights Act* (775 ILCS 5/1-101 *et seq.*) and the provision of sexual harassment policies and procedures pursuant to Section 2-105 of that Act. The Contractor further agrees to comply with all federal and state Equal Opportunity Laws, including, but not limited to, the *Americans With Disabilities Act* (42 U.S.C. Section 12101 *et. seq.*) and all rules and regulations promulgated thereunder. The *Illinois Employment of Illinois Workers on Public Works Act* (30 ILCS 570/0.01 *et. seq.*), and *Steel Products Procurement Act* (30 ILCS 565/1 *et. seq.*), shall prevail on this project to the extent such Acts are applicable and enforceable.

13. ASSIGNMENT

The Contractor shall not assign this Contract without the prior written consent of the City, which consent may be withheld at City's sole discretion. All Contractor's subcontracts shall be in writing, and shall be assignable by the Contractor to the City.

14. BOND

Pursuant to the *Public Construction Bond Act* (30 ILCS 550/1, *et seq.*), prior to commencing work, the Contractor shall provide a bond in the amount of one hundred percent (100%) of the Contract Sum and conditioned to guarantee the full and complete performance of the work, according to the terms of the specifications, plans and contract, which contract shall be properly executed and signed at the time of filing of said bonds. Pursuant to Section 4 of the *Prevailing Wage Act* (820 ILCS 130/4), the required bond shall include a provisions as will guarantee the faithful performance of the prevailing wage requirements of this Contract and Illinois Law. With permission of the City, and when state and federal funds are not used on the Work, the Contractor may provide a non-diminishing irrevocable letter of credit, for contracts under \$100,000, in lieu of aforesaid bond. This bond or the non-diminishing irrevocable letter of credit are to remain in full force and effect up to and including the final acceptance of the work. After which it shall become null and void only after the Contractor provides a maintenance bond which shall meet the approval of said City of Crest Hill.

15. CITY SHALL NOT WAIVE ANY RIGHTS BY MAKING ANY PAYMENT

Notwithstanding any other provision in this Agreement or the other Contract Documents, the City shall not, in any manner, be deemed or intended to have waived any claim by making any progress or final payment in any amount.

16. WARRANTY

The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have charge and control of contractor means, methods,

techniques, sequences, and procedures for coordinating all portions of the Work. The Contractor warrants to the City that materials and equipment furnished under the Contract will be of good quality and new, unless otherwise required or permitted by this Agreement or any of the other Contract Documents and that the Work will be performed in a workmanlike manner and be free from faults and defects and in conformance with this Agreement and all other Contract Documents.

Neither the final payment under the Agreement by the City nor any provisions in the Contract Documents shall relieve the Contractor of any responsibility for negligence in the furnishing and installation of faulty materials or for faulty workmanship which shows up within the extent and period proved by law or within the guarantee period of one (1) year from final acceptance of the work performed under this Agreement, whichever is greater, nor of the responsibility of remedying such faulty workmanship and materials. In the event that any testing or inspection of the Work or any part thereof reveals defects in materials or workmanship, the Contractor shall remedy such defects and shall bear all costs and expenses associated with any and all testing necessitated thereby, including but not limited to additional testing which is related to determining whether such defects have been properly remedied.

17. BID RIGGING AND ROTATING CERTIFICATION

As required by the section 33E-11 of the *Criminal Code* (720 ILCS 5/33E-11), by executing this Agreement, Contractor certifies that it is not barred from contracting with any unit of State or local government as a result of a violation of any criminal statute including, but not limited to, the bid rigging (Section 33E-3) or bid rotating (Section 33E-4) provisions of the *Criminal Code*.

18. AUTHORITY TO EXECUTE

Each of the parties executing this Contract represent and warrant that they have the proper and necessary authority to execute this Contract and to bind their representative entities.

19. GOVERNING LAW; CHOICE OF FORUM

This Contract shall be governed by the laws of the state of Illinois. Furthermore, the Parties hereby agree that the Twelfth Judicial Circuit Court of Will County, Illinois, will be the sole and exclusive venue and jurisdiction for any litigation associated with the Contract Documents. As such, the Parties hereby intentionally, knowingly, and voluntarily waive and forever forfeit any right that they presently have or may accrue in the future to file any motion seeking to dismiss any such litigation for want of jurisdiction in said court, to remove any such litigation to any federal court, or to challenge venue in said court for any reason, including but not limited to a motion based on the doctrine of *forum non conveniens*.

20. SEVERABILITY CLAUSE

If any provision of this Contract is held invalid, such invalidity shall not affect the other provisions of this Contract which may be given effect without the invalid provision.

21. TERMINATION

- (a) **Termination Without Cause:** The City may, upon seven (7) days written notice to the Contractor, terminate the Agreement between the City and Contractor without cause. Upon written request and submittal of the appropriate documentation as required by the City, the City shall pay the Contractor for all work performed by the Contractor to the date of

termination that has been approved by the City. The City may, upon the Contractor executing such a confirmatory assignments as the City shall request, accept and assume all of the Contractor's obligations under all subcontracts executed in accordance with the terms of the Contract Documents that may accrue after the date of such termination and that the Contractor has incurred in good faith in connection with the Work. Upon receipt of notice of termination, the Contractor shall cease all operations on the date specified by the City, terminate subcontracts not assumed by the City, make no further orders of materials or equipment, complete work not terminated (if any), and provide such reports as may be requested by the City as to the status of the Work and the Work remaining to be completed. The City's right to terminate the Contract under this Section shall be in addition to, and not in limitation of, its rights to stop the Work without terminating the Contract.

- (b) **Termination for Cause:** If the Contractor shall institute proceedings or consent to proceedings requesting relief or arrangement under the Federal Bankruptcy Act or any similar or applicable federal or state law, or if a petition under any federal or state bankruptcy or insolvency law is filed against the Contractor and such petition is not dismissed within sixty (60) days after the date of said filing, or if the Contractor admits in writing his inability to pay his debts generally as they become due, or if he makes a general assignment for the benefit of his creditors, or if a receiver, liquidator, trustee or assignee is appointed on account of his bankruptcy or insolvency; or if a receiver of all or any substantial portion of the Contractor's properties is appointed; or if the Contractor abandons the Work; or if he fails, except in cases for which extension of time is provided, to prosecute promptly and diligently the Work or to supply enough properly skilled workmen or proper materials for the Work; or if he submits an Application for Payment, sworn statement, waiver of lien, affidavit or document of any nature whatsoever which is intentionally falsified; or if he fails to make prompt payment to Subcontractors or for materials or labor or otherwise breaches his obligations under any subcontract with a Subcontractor; or if a mechanic's or material man's lien or notice of lien is filed against any part of the Work or the site of the Project and not promptly bonded or insured over by the Contractor in a manner satisfactory to the City; or if the Contractor disregards any laws, statutes, ordinances, rules, regulations or orders of any governmental body or public or quasi-public authority having jurisdiction of the Work or the site of the Project; or if he otherwise violates any provision of the Contract Documents; then the City, without prejudice to any right or remedy available to the City under the Contract Documents or at law or in equity, the City may, after giving the Contractor and its surety under the performance and payment bond required above seven (7) days' written notice, terminate the employment of the Contractor. If requested by the City, the Contractor shall remove any part or all of his equipment, machinery and supplies from the site of the Project within seven (7) days after the date of such request, and in the event of the Contractor's failure to do so, the City shall have the right to remove or store such equipment, machinery and supplies at the Contractor's expense. In case of such termination, the Contractor shall not be entitled to receive any further payment for Work performed by the Contractor through the date of termination. The City's right to terminate the City-Contractor Agreement pursuant to this Section 21(b) shall be in addition to and not in limitation of any rights or remedies existing hereunder or pursuant hereto or at law or in equity.

- (c) In the event that the City terminates this Agreement for Cause, as set forth above, the Contractor shall not be entitled to receive further payment until the Work is finished and the City may finish the Work by whatever reasonable method the City may deem expedient. Upon written request of the Contractor, the City shall furnish to the Contractor a detailed accounting of the costs incurred by the City in finishing the Work. If, after the City completes the Work, the unpaid balance of the Contract Sum exceeds the costs of finishing the Work, including but not limited to any additional expenses made necessary thereby and other damages incurred by the City and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the City. This obligation for payment shall survive termination of the Contract.

22. NOTICES

Any time that this Agreement or any of the other Contract Documents require one Party to notify or give notice to the other Party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission as set forth in the Agreement. In the case of in-person delivery, the notice shall be deemed delivered on the date of such delivery. In the case of delivery by mail or by courier, the notice shall be deemed to be delivered three (3) business days after it is sent. In the case of email delivery, the notice shall be deemed given on the date of said email so long as the email is sent prior to 6:00 p.m. CST—otherwise it shall be deemed delivered as of the next business day.

THIS CONTRACT is entered into as of the day and year first above written.

CITY:

CONTRACTOR:

CITY OF CREST HILL,
WILL COUNTY, ILLINOIS

PT Ferro Construction Company

BY: _____

BY:  _____

ITS: _____

ITS: PRESIDENT

Mayor

ATTEST:

ATTEST:

BY: _____

BY:  _____

ITS: _____

ITS: Vice President

NOT A STATE PROJECT

Bond No. 108296452

Contract BondRoute 2025 ROADWAY
REHABILITATIONCounty WILLLocal Agency CREST HILLSection N/AWe, PT Ferro Construction Company, PO Box 156, Joliet, IL 60434a/an) ☐ Individual ☐ Co-partnership ☒ Corporation organized under the laws of the State of Illinois,as PRINCIPAL, and Travelers Casualty and Surety Company of America

as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of
Seven Hundred Sixteen Thousand Nine Hundred Eleven and 65/100Dollars (\$716,911.65), lawful money of the
United States, well and truly to be paid unto said LA, for the payment of which we bind ourselves, our heirs, executors,
administrators, successors, jointly to pay to the LA this sum under the conditions of this instrument.

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

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 8th day of July A.D. 2025

PRINCIPAL

P.T. Ferro Construction Co.

(Company Name)

(Company Name)

By:

Matthew Marketti (Signature & Title) President

By:

(Signature & Title)

Attest:

Wm. David Berkley (Signature & Title) Corporate Secretary

Attest:

(Signature & Title)

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

STATE OF ILLINOIS,

COUNTY OF Will

I, _____, a Notary Public in and for said county, do hereby certify that

Matthew Marketti & Wm. David Berkley

(Insert names of individuals signing on behalf or PRINCIPAL)

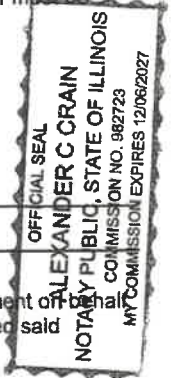
who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 8th day of July A.D. 2025

My commission expires 12/06/2027

Notary Public

(SEAL)

**SURETY**

Travelers Casualty and Surety Company of America

(Name of Surety)

By:

James I. Moore (Signature of Attorney-in-Fact)

(Signature of Attorney-in-Fact)

STATE OF ILLINOIS,

COUNTY OF DuPage

I, Jacqueline DeRidder, a Notary Public in and for said county, do hereby certify that

James I. Moore

(Insert names of individuals signing on behalf or SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 8th day of July A.D. 2025

My commission expires 11/2/2025

Notary Public

OFFICIAL SEAL (SEAL)
JACQUELINE DERIDDER
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 11/2/25



Approved this _____ day of _____, A.D. _____

Attest:

City of Crest Hill

(Awarding Authority)

CITY

Clerk

(President of Board of Trustees)



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
Farmington Casualty Company

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint James I. Moore of Downers Grove, IL, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **4th** day of **March**, 2024.



State of Connecticut

City of Hartford ss.

By: 
 Bryce Grissom, Senior Vice President

On this the **4th** day of **March**, 2024, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **July 8**, 2025




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



CERTIFICATE OF LIABILITY INSURANCE

Item 20.

DATE (MM/DD/YYYY)

7/8/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HUB International Midwest West 1411 Opus Place, Suite 450 Downers Grove IL 60515	CONTACT NAME: CSU Construction PHONE (A/C, No, Ext): 630-468-5600 FAX (A/C, No): 630-468-5696 E-MAIL ADDRESS: CSUConstruction@hubinternational.com																					
INSURED P.T. Ferro Construction Co Inc 700 Rowell Ave PO Box 156 Joliet IL 60434	PTFERRO-01 <table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A :</td><td>Cincinnati Insurance Company</td><td>10677</td></tr><tr><td>INSURER B :</td><td>Nautilus Insurance Company</td><td>17370</td></tr><tr><td>INSURER C :</td><td>Cincinnati Casualty</td><td>28665</td></tr><tr><td>INSURER D :</td><td>Steadfast Insurance Company</td><td>26387</td></tr><tr><td>INSURER E :</td><td>Travelers Property Casualty Company of America</td><td>25674</td></tr><tr><td colspan="2">INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Cincinnati Insurance Company	10677	INSURER B :	Nautilus Insurance Company	17370	INSURER C :	Cincinnati Casualty	28665	INSURER D :	Steadfast Insurance Company	26387	INSURER E :	Travelers Property Casualty Company of America	25674	INSURER F :		
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INSURER F :																						

COVERAGES**CERTIFICATE NUMBER:** 1272627445**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Cov Incl <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	EPP0599355	12/31/2024	12/31/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	EBA0599355	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		EPP0599355 AEC 7028567-00	12/31/2024 12/31/2024	12/31/2025 12/31/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 EACH OCC/AGGR (5X5) \$ 5MM/5MM
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	EW0599350	12/31/2024	12/31/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B E	POLLUTION LIABILITY Leased/Rented Equipment Installation Floater		CPL203372D-14 QT 630 8Y055478 TIL 24 QT 630 8Y055478 TIL 24	12/31/2024 12/31/2024 12/31/2024	12/31/2025 12/31/2025 12/31/2025	Occurrence/Aggregate Limit Limit/Deductible: \$2,000,000 \$650,000 \$4,000,000/\$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 2025 ROADWAY REHABILITATION PROJECT

CITY OF CREST HILL, and Christopher 8. Burke Engineering, Ltd. (CBBEL) and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives, are, and have been endorsed are included as additional insureds under General Liability & Automobile Liability, on a primary and non-contributory basis, when agreed in a written contract, subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER**CANCELLATION**

CITY OF CREST HILL
20600 City Center Boulevard
Crest Hill, IL 60403

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Policy Number: EBA0599355
Named Insured: P.T. Ferro Construction Co Inc	
Countersigned by: <i>Neil R. Hughes</i>	

(Authorized Representative)

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended to include as an insured any person or organization with which you have agreed in a valid written contract to provide insurance as is afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been executed prior to the "bodily injury" or "property damage".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Policy Number: EBA0599355
Named Insured: P.T. Ferro Construction Co Inc	
Countersigned by: <i>Neil R. Hughes</i>	

(Authorized Representative)

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is replaced by the following:

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

**COMMERCIAL GENERAL LIABILITY
CG 20 38 04 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - AUTOMATIC STATUS FOR OTHER
PARTIES WHEN REQUIRED IN WRITTEN
CONSTRUCTION AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any

person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **A.1.**; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**COMMERCIAL GENERAL LIABILITY
CG 20 33 04 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II - Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop

drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION - ILLINOIS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You

1. Section II - Who Is An Insured is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

a. "Bodily injury", "property damage" or "personal and advertising injury" *caused, in whole or in part, by* the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project; and

b. "Bodily injury" or "property damage" *caused, in whole or in part, by* "your work" performed under that written contract or written agreement and included in the "products-completed operations hazard", but only if:

(1) The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and

(2) The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per ISO additional insured endorsement form number CG 20 10, without specifying an edition date, this Paragraph **b.** does not apply to that person or organization.

2. If the written contract or written agreement described in Paragraph **1.**, above specifically requires you to provide additional insured coverage to that person or organization:

a. *Arising out of* your ongoing operations or *arising out of* "your work"; or

b. By way of an edition of an ISO additional insured endorsement that includes *arising out of* your ongoing operations or *arising out of* "your work";

then the phrase *caused, in whole or in part, by* in Paragraph **A.1.a.** and/or Paragraph **A.1.b.** above, whichever applies, is replaced by the phrase *arising out of*.

3. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

4. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

B. Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations

1. **Section II - Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a contract, agreement, permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision issued, in writing, a contract, agreement, permit or authorization.
2. With respect to the insurance afforded to the additional insureds described in Paragraph **B.1.**, the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."
- C. The insurance afforded to additional insureds described in Paragraphs **A.** and **B.**:
 1. Only applies to the extent permitted by law; and
 2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured;
 3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part; and
 4. Does not apply to the City of Chicago, its officers, employees and agents with respect to liability caused by or arising from:
 - a. The building or disassembly of scaffolding by or for you; or
 - b. The use of such scaffolding.

- D. With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs **A.** and **B.**; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- E. **Section IV - Commercial General Liability Conditions** is amended to add the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "per-

sonal and advertising injury" offense is committed:

1. During the policy period; and
2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs **A.** and **B.**

- F.** Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, 5. Other Insurance**, and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies On An Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions, 5. Other Insurance, b. Excess Insurance**; or
2. For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, this insurance is also excess.

- G.** The following is added to **Section IV - Commercial General Liability Conditions, 5. Other Insurance**, and supersedes any provision to the contrary:

Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional in-

sured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means any insurance provided by a consolidated (wrap-up) insurance program.

Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means any insurance provided by a consolidated (wrap-up) insurance program.



Agenda Memo

Crest Hill, IL

Meeting Date:	July 21, 2025
Submitter:	Ronald J Wiedeman
Department:	Engineering
Agenda Item:	Resolution approving an Agreement for Kelly and Cora Retaining Wall Replacement Improvement by and Between the City of Crest Hill, Will County, Illinois and MYS Incorporated for an amount of \$372,282.22.

Summary: Attached is the construction agreement for the Kelly and Cora Retaining Wall Replacement Improvement, which was awarded to MYS Incorporated at the July 7, 2025 council meeting.

Recommended Council Action:

Resolution approving an Agreement for Kelly and Cora Retaining Wall Replacement Improvement by and Between the City of Crest Hill, Will County, Illinois and MYS Incorporated for an amount of \$372,282.22.

Financial Impact:

Funding Source: General Fund

Budgeted Amount: \$500,000.00

Cost: \$372,282.22

Attachments:

MYS Incorporated Resolution

Exhibit A-MYS Incorporated-Kelly and Cora Retaining Wall Replacement

RESOLUTION NO. _____

A RESOLUTION APPROVING A CONSTRUCTION AGREEMENT FOR KELLY AND CORA RETAINING WALL REPLACEMENT IMPROVEMENT BY AND BETWEEN THE CITY OF CREST HILL, WILL COUNTY, ILLINOIS AND MYS INCORPORATED IN THE AMOUNT OF \$372,282.22.

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 and, 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, MYS Incorporated (the "COMPANY"), is an entity that is in the business of providing Construction Services for the Kelly and Cora Retaining Wall Replacement Improvement. (the "Services"); and

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

WHEREAS, City Staff have negotiated an AGREEMENT FOR Construction Services for the Kelly and Cora Retaining Wall Replacement Improvement. (the "Agreement") with the Company for the purposes of engaging the Company to perform the Services (a copy of the Agreement is attached hereto as Exhibit A and fully incorporated herein); and

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

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

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

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

SECTION 2: AGREEMENT APPROVED. The City Council hereby finds and declares that the conditions, terms, and provisions of this Agreement (Exhibit A) in the amount of \$372,282.22 are fair, reasonable, and acceptable to the City and that the same is hereby approved in form and

substance. Therefore, the City Council hereby authorizes and directs the Mayor to execute and deliver, and the Clerk to attest, the Agreement, and further to take any and all other actions, including without limitation the execution and delivery of any and all documents, necessary and appropriate to effectuate the intent of this Resolution, which is to enter into the Agreement with the Company.

SECTION 3: SEVERABILITY. If any section, paragraph, clause or provisions 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 21ST DAY JULY, 2025.

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

APPROVED THIS 21ST DAY OF JULY, 2025.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

EXHIBIT A

Exhibit A

AGREEMENT BETWEEN THE CITY OF CREST HILL AND "CONTRACTOR"

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Crest Hill ("City") and MYS Incorporated ("Contractor") on this, the _____, _____. The City and the Contractor may be referred to individually as a "Party" or collectively as the "Parties," where appropriate.

1. THE CONTRACT DOCUMENTS, IN ORDER OF PRIORITY, SHALL CONSIST OF THE FOLLOWING:

- i. This Agreement
- ii. Addenda numbers 1 to 1 , inclusive.
- iii. Contract Special Provisions bearing the title "KELLY AND CORA RETAINING WALL REPLACEMENT"
- iv. All Contract Drawings and Construction Details included with the notice to bidders, invitation to bid, and bidding instructions for the Kelly and Cora Retaining Wall Project.
- v. City of Crest Hill Division 100 bearing the title General Requirements and Covenants
- vi. Performance and Payment Bonds.
- vii. Contractor's Bid and Proposal.
- viii. All documentation submitted by Contractor prior to notice of Award.
- ix. Notice to bidders, invitation to bid, and bidding instructions for Kelly and Cora Retaining Wall Project.
- x. Notice of Award.
- xi. Notice to Proceed.

The documents listed in this Paragraph 1, above, are not attached to this Agreement (except as expressly noted otherwise above) but are incorporated herein by reference. The Contract Documents (as set forth above) may only be amended, modified, or supplemented as provided in the City of Crest Hill Division 100 bearing the title General Requirements and Covenants. To the extent any provisions of any of the Contract Documents conflict with this Agreement, the provisions that are most beneficial to the City shall control. In the event that the Contractor believes such a conflict exists, the Contractor shall, as soon as practicable, request clarification from the City.

2. THE WORK

The Contractor shall fully execute the Work, as described and set out in the Contract Documents in a good and workmanlike manner.

3. DATES OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The Contractor shall commence the work within fifteen (15) days after the date set forth in the Notice to Proceed issued by the City in connection with this Agreement (the "Commencement Date"). The Contractor shall achieve substantial completion of the entire Work:

_____ Within _____ days after the Commencement Date.

 X On or before October 31, 2025.

The Contractor shall not be entitled to payment or compensation for any alleged damages, costs, or expenses whatsoever that arise in connection with the Contractor ensuring timely completion of the Work, regardless of the source or cause of such alleged damages, costs, or expenses and regardless of whether said source or cause was reasonable, foreseeable, or avoidable. In the event that the Contractor believes that it will suffer damages or incur additional costs, including but not limited to any costs of acceleration, or expenses and the source or cause of such damages, costs, or expenses was an act of the City or an act of God, the Contractor's only recourse and remedy shall be to request an extension of the time for substantial completion, which the City may agree, but is not obligated, to grant in its sole discretion.

4. LIQUIDATED DAMAGES

The City and the Contractor agree that any breach of this agreement by the Contractor that results in the delay of the project will cause the City to be damaged in a manner and amount that is uncertain and difficult to ascertain. In light of this agreement, the City and Contractor further agree that, in the event that the Contractor breaches any provision of this Agreement and such breach results in any delay of the project, the Contractor shall pay the City liquidated damages in the amounts set forth in the Contract Documents. The Parties agree and affirm that, while actual damages may be difficult to prove because of an unexpected breach of this Agreement, and delay of the project, by the Contractor, the liquidated damages set forth in the Contract Documents are reasonable as of the time this Agreement is executed. Further, the Parties agree and affirm that said damages bear a rational relation and connection to the damages that are reasonably foreseeable to be sustained by the City as a result of Contractor's unexpected breach of this Agreement. Accordingly, it is the express intent of the Parties, as evidenced by their respective execution of this Agreement, to hereby settle any claims of damages that might arise as a result of Contractor's breach of this Agreement, to the extent that such breach causes any actual delay of the project.

5. CONTRACT SUM

The City shall pay the Contractor for the performance of the Work in the manner and at the rate bid and accepted by the City as shown on the Contractor's Bid Proposal Form and the City's Notice of Award.

6. PROGRESS PAYMENTS

- (a) The Contractor shall file progress payment requests on a monthly basis, and the City shall make payments to the Contractor as provided below and elsewhere in the Contract Documents.
- (b) The period covered by each period payment request shall be one calendar month ending on the last day of the month.
- (c) Upon receipt of any progress payment request, the City shall review and respond to the request within Sixty (60) days after receipt by either paying the Contractor the sums requested or else by withholding payment of all or part of said sums and notifying the Contractor in writing of the reasons for such withholding.
- (d) Progress payments shall be computed as follows:
 - (i) The amount of each progress payment shall include:
 - (1) That portion of the Contract Sum properly allocable to labor, materials, and equipment used for completed and approved Work during the time period being billed.
 - (ii) The amount of each progress payment shall then be reduced by:
 - (1) The aggregate of any amounts previously paid by the City; and
 - (2) The amount, if any, for Work that remains uncorrected and for which the City previously withheld payment or part thereof; and
 - (3) For Work performed or defects discovered since the last payment application, any amount for which the City may withhold payment as set forth in the Contract Documents; and
 - (4) Retainage, as set forth herein.
- (e) In order to be valid, each request for payment shall include or be accompanied by the following:
 - (i) A sworn statement showing the amount presently due to the Contractor (supported by detailed timecards and invoices for materials the amount previously paid), the sum of all amounts previously paid to the Contractor, and the total amount remaining to be paid to Contractor under the Contract.
 - (ii) A list of all subcontractors, suppliers, and materialmen, if any, who have been engaged to perform work in connection with the Project, which list shall be sworn and shall show the sum of all amounts previously paid, presently due, and remaining to be paid to each subcontractor, supplier, and/or materialman.
 - (iii) A sworn lien waiver, signed by the Contractor or its authorized representative, that fully and satisfactorily waives any and all lien rights that the Contractor may have in the Work or any property or funds of the City in an amount equal to the sum of the

amount requested for payment and all amounts previously paid or retained during the course of the Contract.

- (iv) Sworn lien waivers signed by each subcontractor, supplier, and/or materialman on whose behalf the Contractor is applying for payment in any amount whatsoever, that fully and satisfactorily waives any and all lien rights that such subcontractor, supplier, and/or materialman may have in the Work or any property or funds of the City in an amount equal to the sum of the amount requested for payment to said subcontractor, supplier, and/or materialman and all amounts previously paid or retained during the course of the Contract for the purpose of paying said subcontractor, supplier, and/or materialman.

7. REDUCTIONS IN PAYMENT BY CITY (CITY'S RIGHT TO SETOFF)

- (a) The Parties hereby agree that the City is entitled to impose a set-off against payment based on any of the following:
 - (i) Claims have been made against the City on account of the Contractor's conduct in the performance or furnishing of the Work, or the City has incurred costs, losses, or damages on account of the Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement; or
 - (ii) The Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site; or
 - (iii) The Contractor has failed to provide and maintain required bonds or insurance; or
 - (iv) The City has been required to remove or remediate a hazardous environmental condition for which the Contractor is responsible; or
 - (v) The City has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities; or
 - (vi) The Work is defective, requiring correction or replacement; or
 - (vii) The City has been required to correct defective Work at its own cost; or
 - (viii) The Contract Sum has been reduced by change orders; or
 - (ix) An event that would constitute justify the City to terminate this Agreement for cause has occurred; or
 - (x) Liquidated damages have accrued as a result of the Contractor's failure to timely achieve Substantial Completion or final completion of the Work; or

- (xi) Liens have been filed in connection with the Work, except where the Contractor has delivered a specific bond satisfactory to the City to secure the satisfaction and discharge of such Liens; or
 - (xii) There are other items entitling the City to a set off.
- (b) If the City imposes any set-off against payment the City will give the Contractor immediate written notice stating the reasons for such action and the specific amount of the reduction and shall promptly pay the Contractor any amount remaining after deduction of the amount so withheld. The City shall promptly pay the Contractor the amount so withheld, or any adjustment thereto agreed to by the City and the Contractor, if the Contractor remedies the reasons for such action. The reduction imposed shall be binding on the Contractor unless it duly submits a change proposal contesting the reduction.
- (c) Upon a subsequent determination that the City's refusal of payment was not justified, the amount wrongfully withheld shall be promptly paid, along with 5% interest per annum.

8. RETAINAGE

For each progress payment made prior to Substantial Completion of the Work, the City may withhold 10% as retainage from the payment otherwise due. The City reserves the right, but is under no obligation, to reduce retainage prior to substantial completion.

9. FINAL PAYMENT

- (a) Subject to all requirements and provisions of this Agreement, including but not limited to the City's right to setoff its obligations to the Contractor (*see* Section 7, above), and the Contract Documents, final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the City to the Contractor when the Contractor has fully performed the Work and all other obligations under the Contract Documents other than those obligations related to the Contractor's responsibility (1) to correct deficient or unacceptable Work as provided in the Contract Documents, and (2) to satisfy other requirements, if any, which extend beyond final payment.
- (b) Upon receiving a request for final payment under the Contract, the City shall pay the balance of the contract sum within thirty (30) days of completion of punch list items by the Contractor and sign-off and approval by the City. Notwithstanding the forgoing, the City may avail itself of any longer timelines applicable to a payment as available under the Illinois Local Government Prompt Payment (Act 50 ILCS 505/1 *et seq.*), the provisions of which Act shall apply to this Contract. **THE LAW REQUIRES THAT THE CONTRACTOR SHALL SUBMIT A SWORN STATEMENT OF PERSONS FURNISHING MATERIALS AND LABOR BEFORE ANY PAYMENTS ARE REQUIRED TO BE MADE TO THE CONTRACTOR (770 ILCS 60/5).**

10. INSURANCE

A. General Insurance Requirements.

The Contractor shall fully comply with all requirements set forth in Section 7-2 of the Division 100, General Requirements and Covenants (Insurance Requirements), along with any and all other insurance requirements set out in the Contract Documents.

B. Other Insurance Requirements

The Contractor shall deliver to the City prior to commencing Work, certificates of insurance (ACORD Form 27 or other form acceptable to the City) evidencing the required insurance coverage of Contractor and each Subcontractor. The certificates required to be provided under this Paragraph shall contain clauses and/or provisions stating (i) that the policies will not be canceled or reduced without thirty (30) days prior notice to and the written consent of the City, and (ii) that the policies are primary and noncontributory. The policies shall further name the City and all of its elected officials, officers, employees, and agents as additional insureds. The City shall not waive any rights of subrogation. The Contractor shall provide and maintain insurance in the amounts outlined with companies acceptable to the City, for a minimum of two (2) years after completion final completion of the project. Under no circumstances shall the City be deemed to have waived any of the insurance requirements of this Contract by any action or omission. Liability of the Contractor and Subcontractors is not limited by purchase of insurance.

11. INDEMNIFICATION

- (a) To the fullest extent permitted by law, Contractor waives any right of contribution against and shall defend, indemnify and hold harmless the City and any elected official, officer, attorney, employee, consultant, representative, or agent of the City (collectively the "indemnitees") from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from or in connection with the performance of the Work, provided that any such claim, damage, loss or expense (collectively "Claims") is caused by or alleged to be caused by an act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable in the performance of the Agreement, regardless of whether or not it is actually or allegedly caused in part by an indemnitee. The obligations of the Contractor under this Section 11(a) shall be construed to include, but shall not be limited to, injury or damage consequent upon failure to use or misuse by the Contractor, his agents, subcontractors, and employees of any scaffold, hoist, crane, stay, ladder, support, or other mechanical contrivance erected or constructed by any person, or any or all other kinds of equipment, whether or not owned or furnished by the City. The Contractor shall include this provision in each of its subcontract agreements and shall require its subcontractors to be so bound.
- (b) In the event that the Contractor or its Subcontractors are requested but refuse to honor the indemnity obligations of this Section or to provide a defense, then the Contractor shall, in addition to all other obligations, pay the cost of bringing any action to enforce this Section, including reasonable attorneys' fees.

- (c) The Contractor hereby intentionally, knowingly, and voluntarily waives the right to assert, under the case of *Kotecki v. Cyclops Welding Corp.*, 146 Ill. 2d 155 (1991) that Contractor's liability may be limited to the amount of its statutory liability under the Workers' Compensation Act, and agrees that Contractor's liability to indemnify and defend the Owner is not limited by the so called "Kotecki Cap." The Contractor shall include this provision in each of its subcontract agreements and shall require its subcontractors to be so bound.
- (d) The indemnification provisions of this Section 11 are not intended to circumvent the Construction Contract Indemnification for Negligence Act (740 ILCS 35/0.01, *et seq.*) and shall not be construed as such, but in such a way to affect their enforcement to the fullest extent of the law.

12. COMPLIANCE WITH LAWS

The Contractor shall perform its Work in compliance with all applicable laws, ordinances rules, regulations and codes, including but not limited to the *Illinois Prevailing Wage Act* (820 ILCS 130/1 *et seq.*). The Contractor shall pay not less than the prevailing rate of wages to all laborers, workers and mechanics performing work under this Contract. Moreover, the Contractor shall ensure that each subcontract is awards shall contain specific language therein requiring each subcontractor to pay not less than the prevailing wage to all laborers, workers and mechanics performing work for the project contemplated under this Contract. Further, the Contractor and all Subcontractors shall submit monthly certified payroll records to the City verifying that employees are being paid the prevailing rate of wages. The Contractor shall obtain necessary permits and licenses and consult with applicable governmental authorities as appropriate to ensure that the Work complies with all applicable laws. The Contractor agrees to fully comply with all requirements of federal and state law, including, but not limited to, the requirements of *Illinois Human Rights Act* (775 ILCS 5/1-101 *et seq.*) and the provision of sexual harassment policies and procedures pursuant to Section 2-105 of that Act. The Contractor further agrees to comply with all federal and state Equal Opportunity Laws, including, but not limited to, the *Americans With Disabilities Act* (42 U.S.C. Section 12101 *et. seq.*) and all rules and regulations promulgated thereunder. The *Illinois Employment of Illinois Workers on Public Works Act* (30 ILCS 570/0.01 *et. seq.*), and *Steel Products Procurement Act* (30 ILCS 565/1 *et. seq.*), shall prevail on this project to the extent such Acts are applicable and enforceable.

13. ASSIGNMENT

The Contractor shall not assign this Contract without the prior written consent of the City, which consent may be withheld at City's sole discretion. All Contractor's subcontracts shall be in writing, and shall be assignable by the Contractor to the City.

14. BOND

Pursuant to the *Public Construction Bond Act* (30 ILCS 550/1, *et seq.*), prior to commencing work, the Contractor shall provide a bond in the amount of one hundred percent (100%) of the Contract Sum and conditioned to guarantee the full and complete performance of the work, according to the terms of the specifications, plans and contract, which contract shall be properly executed and signed at the time of filing of said bonds. Pursuant to Section 4 of the *Prevailing Wage Act* (820 ILCS 130/4), the required bond shall include a provisions as will guarantee the faithful performance of the prevailing wage requirements of this Contract and Illinois Law. With permission of the City, and when state and federal

funds are not used on the Work, the Contractor may provide a non-diminishing irrevocable letter of credit, for contracts under \$100,000, in lieu of aforesaid bond. This bond or the non-diminishing irrevocable letter of credit are to remain in full force and effect up to and including the final acceptance of the work. After which it shall become null and void only after the Contractor provides a maintenance bond which shall meet the approval of said City of Crest Hill.

15. CITY SHALL NOT WAIVE ANY RIGHTS BY MAKING ANY PAYMENT

Notwithstanding any other provision in this Agreement or the other Contract Documents, the City shall not, in any manner, be deemed or intended to have waived any claim by making any progress or final payment in any amount.

16. WARRANTY

The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have charge and control of contractor means, methods, techniques, sequences, and procedures for coordinating all portions of the Work. The Contractor warrants to the City that materials and equipment furnished under the Contract will be of good quality and new, unless otherwise required or permitted by this Agreement or any of the other Contract Documents and that the Work will be performed in a workmanlike manner and be free from faults and defects and in conformance with this Agreement and all other Contract Documents.

Neither the final payment under the Agreement by the City nor any provisions in the Contract Documents shall relieve the Contractor of any responsibility for negligence in the furnishing and installation of faulty materials or for faulty workmanship which shows up within the extent and period proved by law or within the guarantee period of one (1) year from final acceptance of the work performed under this Agreement, whichever is greater, nor of the responsibility of remedying such faulty workmanship and materials. In the event that any testing or inspection of the Work or any part thereof reveals defects in materials or workmanship, the Contractor shall remedy such defects and shall bear all costs and expenses associated with any and all testing necessitated thereby, including but not limited to additional testing which is related to determining whether such defects have been properly remedied.

17. BID RIGGING AND ROTATING CERTIFICATION

As required by the section 33E-11 of the *Criminal Code* (720 ILCS 5/33E-11), by executing this Agreement, Contractor certifies that it is not barred from contracting with any unit of State or local government as a result of a violation of any criminal statute including, but not limited to, the bid rigging (Section 33E-3) or bid rotating (Section 33E-4) provisions of the *Criminal Code*.

18. AUTHORITY TO EXECUTE

Each of the parties executing this Contract represent and warrant that they have the proper and necessary authority to execute this Contract and to bind their representative entities.

19. GOVERNING LAW; CHOICE OF FORUM

This Contract shall be governed by the laws of the state of Illinois. Furthermore, the Parties hereby agree that the Twelfth Judicial Circuit Court of Will County, Illinois, will be the sole and exclusive venue and jurisdiction for any litigation associated with the Contract Documents. As such, the Parties

hereby intentionally, knowingly, and voluntarily waive and forever forfeit any right that they presently have or may accrue in the future to file any motion seeking to dismiss any such litigation for want of jurisdiction in said court, to remove any such litigation to any federal court, or to challenge venue in said court for any reason, including but not limited to a motion based on the doctrine of *forum non conveniens*.

20. SEVERABILITY CLAUSE

If any provision of this Contract is held invalid, such invalidity shall not affect the other provisions of this Contract which may be given effect without the invalid provision.

21. TERMINATION

- (a) Termination Without Cause: The City may, upon seven (7) days written notice to the Contractor, terminate the Agreement between the City and Contractor without cause. Upon written request and submittal of the appropriate documentation as required by the City, the City shall pay the Contractor for all work performed by the Contractor to the date of termination that has been approved by the City. The City may, upon the Contractor executing such a confirmatory assignments as the City shall request, accept and assume all of the Contractor's obligations under all subcontracts executed in accordance with the terms of the Contract Documents that may accrue after the date of such termination and that the Contractor has incurred in good faith in connection with the Work. Upon receipt of notice of termination, the Contractor shall cease all operations on the date specified by the City, terminate subcontracts not assumed by the City, make no further orders of materials or equipment, complete work not terminated (if any), and provide such reports as may be requested by the City as to the status of the Work and the Work remaining to be completed. The City's right to terminate the Contract under this Section shall be in addition to, and not in limitation of, its rights to stop the Work without terminating the Contract.
- (b) Termination for Cause: If the Contractor shall institute proceedings or consent to proceedings requesting relief or arrangement under the Federal Bankruptcy Act or any similar or applicable federal or state law, or if a petition under any federal or state bankruptcy or insolvency law is filed against the Contractor and such petition is not dismissed within sixty (60) days after the date of said filing, or if the Contractor admits in writing his inability to pay his debts generally as they become due, or if he makes a general assignment for the benefit of his creditors, or if a receiver, liquidator, trustee or assignee is appointed on account of his bankruptcy or insolvency; or if a receiver of all or any substantial portion of the Contractor's properties is appointed; or if the Contractor abandons the Work; or if he fails, except in cases for which extension of time is provided, to prosecute promptly and diligently the Work or to supply enough properly skilled workmen or proper materials for the Work; or if he submits an Application for Payment, sworn statement, waiver of lien, affidavit or document of any nature whatsoever which is intentionally falsified; or if he fails to make prompt payment to Subcontractors or for materials or labor or otherwise breaches his obligations under any subcontract with a Subcontractor; or if a mechanic's or material man's lien or notice of lien is filed against any part of the Work or the site of the Project and not promptly bonded or insured over by the Contractor in a manner satisfactory to the City; or if the Contractor disregards any laws, statutes, ordinances, rules, regulations or orders of any governmental body or public or quasi-public authority having jurisdiction of the Work or the site of the

Project; or if he otherwise violates any provision of the Contract Documents; then the City, without prejudice to any right or remedy available to the City under the Contract Documents or at law or in equity, the City may, after giving the Contractor and its surety under the performance and payment bond required above seven (7) days' written notice, terminate the employment of the Contractor. If requested by the City, the Contractor shall remove any part or all of his equipment, machinery and supplies from the site of the Project within seven (7) days after the date of such request, and in the event of the Contractor's failure to do so, the City shall have the right to remove or store such equipment, machinery and supplies at the Contractor's expense. In case of such termination, the Contractor shall not be entitled to receive any further payment for Work performed by the Contractor through the date of termination. The City's right to terminate the City-Contractor Agreement pursuant to this Section 21(b) shall be in addition to and not in limitation of any rights or remedies existing hereunder or pursuant hereto or at law or in equity.

- (c) In the event that the City terminates this Agreement for Cause, as set forth above, the Contractor shall not be entitled to receive further payment until the Work is finished and the City may finish the Work by whatever reasonable method the City may deem expedient. Upon written request of the Contractor, the City shall furnish to the Contractor a detailed accounting of the costs incurred by the City in finishing the Work. If, after the City completes the Work, the unpaid balance of the Contract Sum exceeds the costs of finishing the Work, including but not limited to any additional expenses made necessary thereby and other damages incurred by the City and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the City. This obligation for payment shall survive termination of the Contract.

22. NOTICES

Any time that this Agreement or any of the other Contract Documents require one Party to notify or give notice to the other Party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission as set forth in the Agreement. In the case of in-person delivery, the notice shall be deemed delivered on the date of such delivery. In the case of delivery by mail or by courier, the notice shall be deemed to be delivered three (3) business days after it is sent. In the case of email delivery, the notice shall be deemed given on the date of said email so long as the email is sent prior to 6:00 p.m. CST—otherwise it shall be deemed delivered as of the next business day.

THIS CONTRACT is entered into as of the day and year first above written.

CITY:

CONTRACTOR: MYS, Incorporated

CITY OF CREST HILL,
WILL COUNTY, ILLINOIS

BY: _____

ITS: _____
Mayor

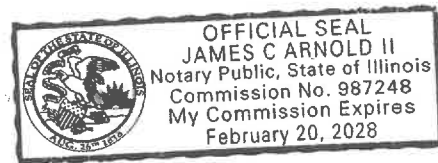
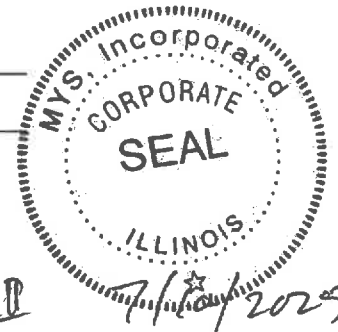
ATTEST:

BY: _____

ITS: _____

BY: Taylor Yelnick

ITS: President



IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 8th day of July, A.D. 2025

MYS, Incorporated

(Company Name)

(Company Name)

By: Taylor Yelnick President

(Signature & Title)

By:

(Signature & Title)

Attest: Taylor Yelnick Secretary

(Signature & Title)

(Signature & Title)

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

STATE OF ILLINOIS,

COUNTY OF Cook

I, James Arnold, a Notary Public in and for said county, do hereby certify that

Taylor Yelnick

Marissa Yelnick

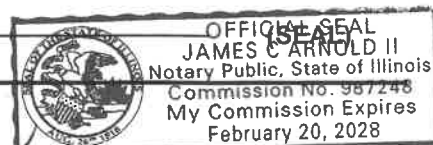
(Insert names of individuals signing on behalf or PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 8th day of July, A.D. 2025

My commission expires 2/20/2028

James C. Arnold II
Notary Public



Western Surety Company

(Name of Surety)

SURETY

By:

James I. Moore

(Signature of Attorney-in-Fact)

STATE OF ILLINOIS,

COUNTY OF DuPage

I, Maria A. Gonzalez, a Notary Public in and for said county, do hereby certify that

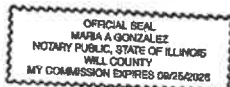
James I. Moore

(Insert names of individuals signing on behalf or SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 8th day of July, A.D. 2025

My commission expires 09/25/2026



Maniaf
Notary Public

(SEAL)

Approved this _____ day of _____, A.D. _____

Attest:

City of Crest Hill

(Awarding Authority)

CITY

Clerk

(President of Board of Trustees)

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

James I Moore, Stephen T Kazmer, Melissa Schmidt, Amy Wickett, Kelly A Gardner, Jennifer J McComb, Tariese M Pisciotto, Diane M Rubright, Martin Moss, Individually

of Downers Grove, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 1st day of April, 2024.



WESTERN SURETY COMPANY

Larry Kasten

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 1st day of April, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 8th day of July 2025.



WESTERN SURETY COMPANY

Paula Kolsrud

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

Go to www.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.



Agenda Memo

Crest Hill, IL

Meeting Date:	July 21, 2025
Submitter:	Ronald J Wiedeman
Department:	Engineering
Agenda Item:	Approving a Supplemental Resolution for Improvement Under the Illinois Highway Code for Section No 19-00051-00-MS in the amount of \$9,199.00

Summary: Engineering is in the process of closing the salt building construction at Public Works. During the closeout process. This improvement was partially funded through MFT dollars. The final amount of MFT dollars used for this improvement for both construction and engineering is \$432,199.00.

Resolution No 1108 approved at the June 7, 2021 council meeting approved \$423,000.00 towards this work. The approval of this resolution was short \$9,199.00. Therefore, a supplement resolution needs approval for an amount of \$9,199.00 so that all MFT required paperwork is in order.

Recommended Council Action: Approving a Supplemental Resolution for Improvement Under the Illinois Highway Code for Section No 19-00051-00-MS in the amount of \$9,199.00

Financial Impact:

Funding Source: MFT

Budgeted Amount: n/a

Cost: N/a

Attachments:

BLR 09110 Section No 19-00052-00-MS-Supplemental Resolution.pdf

BLR 09110-City Executed Resolution approval MFT portion.pdf



Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type

Supplemental

Resolution Number

Section Number

19-00051-01-MS

BE IT RESOLVED, by the Council of the City

Governing Body Type

Local Public Agency Type

of Crest Hill

Name of Local Public Agency

Illinois that the following described street(s)/road(s)/structure be improved under

the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Salt and Brine Facility		n/a	n/a	n/a

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

The construction and engineering of a new Salt and Brine Facility at the existing Public Works Location (2090) Oakland Ave.

2. That there is hereby appropriated the sum of Nine Thousand, One Hundred and Ninety Nine

Dollars (\$9,199.00) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Christine Vershay-Hall

City

Clerk in and for said City

Name of Clerk

Local Public Agency Type

Local Public Agency Type

of Crest Hill

Name of Local Public Agency

in the State aforesaid, and keeper of the records and files thereof, as provided by

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council

of Crest Hill

at a meeting held on July 21, 2025

Governing Body Type

Name of Local Public Agency

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 21 day of July, 2025

Day

Month, Year



(SEAL, if required by the LPA)

**Resolution for Improvement
Under the Illinois Highway Code**

Item 22.

Clerk Signature & Date

Approved

Regional Engineer Signature & Date
Department of Transportation



Agenda Memo

Crest Hill, IL

Meeting Date:	July 21, 2025
Submitter:	Ronald J Wiedeman
Department:	Engineering
Agenda Item:	Approving a Resolution for Improvement Under the Illinois Highway Code for Section No 23-00056-00-TL in the amount of \$676,488.75

Engineering is in the process of closing out the Theodore at Cedarwood Dr/Gaylord Traffic Signal Modernization and Resurfacing Improvement completed in 2023. During the closeout process it was discovered that the city did not execute a resolution for the use of MFT funds for this improvement. The final amount of MFT dollars used for this improvement for both construction and design engineering is \$676,488.75.

Therefore, in order to complete the closeout and pass a final IDOT audit for this improvement a resolution needs to be approved for an amount of \$676,488.75 so that all MFT required paperwork is in order.

Recommended Council Action: Approving a Resolution for Improvement Under the Illinois Highway Code for Section No 23-00056-00-TL in the amount of \$676,488.75

Financial Impact:

Funding Source: MFT

Budgeted Amount: 689,500 [\$660,000 Construction;\$29,500.00 Design; \$11,900 Preliminary Study]

Actual Cost: 676,488.75 [\$635,088.75 Construction;\$29,500.00 Design; \$11,900 Preliminary Study] (Spent in MFT 2023)

Attachments:

blr 09110-Section No 23-00056-00-TL



Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type

Original

Resolution Number

Section Number

23-00056-00-TL

BE IT RESOLVED, by the Council of the City

Governing Body Type

Local Public Agency Type

of Crest Hill

Name of Local Public Agency

Illinois that the following described street(s)/road(s)/structure be improved under

the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Theodore		Local	At Cedarwood Dr/Gaylord Rd	

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Traffic Signal Modernization, Intersection Improvement and Resurfacing

2. That there is hereby appropriated the sum of Six Hundred Seventy Six and Four Hundred Eighty

Eight and Seventy Five Cents

Dollars (\$676,488.75) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Christine Vershay-Hall

City

Clerk in and for said City

Name of Clerk

Local Public Agency Type

Local Public Agency Type

of Crest Hill

Name of Local Public Agency

in the State aforesaid, and keeper of the records and files thereof, as provided by

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council

of Crest Hill

at a meeting held on July 21, 2025

Governing Body Type

Name of Local Public Agency

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 21st day of July, 2025

Day

Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date
Department of Transportation

NOTE: Form instructions should not be included when the form is submitted.

This form shall be used when a Local Public Agency (LPA) wants to construct an improvement using Motor Fuel Tax(MFT) funds. Refer to Chapter 9 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Is this project a bondable capital improvement?

Check Yes if the project was a bondable capital improvement, check no if it is not. An example of a bondable capital project may include, but is not limited to: project development, design, land acquisition, demolition when done in preparation for additional bondable construction, construction engineering, reconstruction of a roadway, designed overlay extension or new construction of roads, bridges, ramps, overpasses and underpasses, bridge replacement and/or major bridge rehabilitation. Permanent ADA sidewalk/ramp improvements and seeding/sodding are eligible expenditures if part of a larger capital bondable project. A bondable capital improvement project does not mean the LPA was required to sell bonds to fund the project, however the project did meet the criteria to be bondable.

Resolution Number

Enter the resolution number as assigned by the LPA, if applicable.

Resolution Type

From the drop down box choose the type of resolution:

- Original would be used when passing a resolution for the first time for this project.
- Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions.
- Amended would be used when a previously passed resolution is being amended.

Section Number

Insert the section number of the improvement the resolution covers.

Governing Body Type

From the drop down box choose the type of administrative body. Choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town.

LPA Type

From the drop down box choose the LPA body type. Types to choose from are: County, City, Town or Village.

Name of LPA

Insert the name of the LPA.

Contract or Day Labor

From the drop down choose either Contract or Day Labor.

Roadway/Street Improvements:

Name Street/Road

Insert the name of the Street/Road to be improved. For additional locations use the Add button.

Length

Insert the length of this segment of roadway being improved in miles.

Route

Insert the Route Number of the road/street to be improved if applicable.

From

Insert the beginning point of the improvement as it relates to the Street/Road listed to the left.

To

Insert the ending point of the improvement as it relates to the Street/Road listed to the left.

Structures:

Name Street/Road

Insert the name of the Street/Road on which the structure is located. For additional locations use the Add button.

Existing Structure No.

Insert the existing structure number this resolution covers, if no current structure insert n/a.

Route

Insert the Route number on which the structure is located.

Location

Insert the location of the structure.

Feature Crossed

Insert the feature the structure crosses.

1

Insert a description of the major items of work of the proposed improvement.

2

Insert the dollar value of the resolution for the proposed improvement to be paid for with MFT funds in words followed by in the same amount in numerical format in the ().

Instructions for BLR 09110 - Page 2 of 2

Item 23.

Name of Clerk	Insert the name of the LPA clerk.
LPA Type	Insert the type of clerk based on the LPA type. Types to choose from are: County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Governing Body Type	Insert the type of administrative body. choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town
Name of LPA	Insert the name of the LPA.
Date	Insert the date of the meeting.
Day	Insert the day Clerk is signing the document.
Month, Year	Insert the month and year of the Clerk's signature.
Seal	The Clerk shall seal the document here, if required. If a seal is required, electronic signatures should not be used.
Clerk Signature	Clerk shall sign here.
Approved	The Department of Transportation shall sign and date here once approved.

A minimum of three (3) certified signed originals must be submitted to the Regional Engineer's District office OR email PDF completed form with electronic signatures to your local District LRS office.

Following IDOT's approval, distribution will be as follows:

Local Public Agency Clerk
Engineer (Municipal, Consultant or County)
District



Agenda Memo**Crest Hill, IL**

Meeting Date:	07-21-2025
Submitter:	Police Chief Edward Clark
Department:	Police Department
Agenda Item:	Approval Request of Special Event Police Services Agreement

Summary: This year's Festa Italiana is scheduled for August 8-10, 2025. The Police Department is requesting the city enter into an agreement to provide police services for this event, as specified in the contract. Insurance is attached as well.

Thank you.

Recommended Council Action: Approval of Agreement

Financial Impact: None

Funding Source:

Budgeted Amount:

Cost: None

Attachments: Special Event Police Services Agreement, Copy of insurance

EXHIBIT A

SPECIAL EVENT POLICE SERVICES AGREEMENT

This Agreement ("Agreement") is made this July 15 day of 2025 ("Effective Date"), between the CITY OF CREST HILL ("City"), an Illinois Municipal Corporation at 1610 Plainfield Road, Crest Hill, Illinois, and American Italian Cultural Society ("ORGANIZATION") located at 1918 Denman Dr Crest Hill, Illinois (collectively, the "Parties").

WHEREAS, City is empowered to provide for the health, safety and welfare in the City of Crest Hill; and

WHEREAS, pursuant to the Illinois Municipal Code, 65 ILCS 5/11-1-1, et seq., "the corporate authorities of each municipality may pass and enforce all necessary police ordinances" through its sworn law enforcement officers (each law enforcement officer an "Officer"); and

WHEREAS, pursuant to the Illinois Municipal Code, 65 ILCS 5/7-4-8, the police of any municipality may exercise their police power in any adjoining municipality; and

WHEREAS, the ORGANIZATION desires to contract with the CITY to provide law enforcement services and assist in providing for safety, security and order for its event on 8-8, 8-9, 8-10 (date) at AICS (location) from 6-11 to 12-11, 11-9 (time) ("Special Event"); and
F SAT SUN

WHEREAS, City desires to outline the circumstances in which it will allow its Officers to participate in Special Event Policing.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, the Parties agree as follows:

1. SERVICES:

1.1 CITY shall assign Officers to Special Events to perform police patrols and law enforcement duties ("Services"). The Services shall only encompass duties and functions customarily rendered by CITY and Officers assigned to ORGANIZATION shall at all times be subject to the control and direction of CITY.

1.2 Each Officer shall dress in the standard law enforcement uniform issued by the CITY, to include all necessary and required accoutrements that are authorized by the CITY and customarily worn by officers, such as a registered firearm, radio, vest, safety equipment, etc.

1.3 ORGANIZATION shall not exercise control over Officer's enforcement of laws and Officers shall not enforce any rules and regulations that are not otherwise violations of the law,

as determined by Officer and CITY. Officers shall be subject to, and shall abide by, all City and departmental rules and regulations as well as complying with all local, state and federal laws.

1.4 CITY may, in its sole discretion, interrupt Officer's Services in the event of emergencies and other exigent circumstances outside the scope of this Agreement. Such interruption or termination of Services shall not be considered a breach of this Agreement. ORGANIZATION shall only be obligated to pay for the amount of time Officer was present at Special Event.

2. **TERM AND TERMINATION:** This Agreement shall become effective on the Effective Date and shall remain in force until otherwise canceled by the parties. Either Party may terminate this Agreement at any time without cause by providing thirty (30) days prior written notice to the other party. The Chief of Police or Mayor has sole authority to terminate this Agreement on behalf of CITY.

3. **PAYMENT:** In exchange for Services rendered, ORGANIZATION shall pay fees ("Fees") in the amounts and according to the terms set forth as follows:

One Officer without Vehicle:

Current Overtime Hourly Rate* x Number of Hours +15% Admin Fee = Fees

Ex: \$45.00 x 3 + 15% = \$155.25

One Officer with Vehicle:

Current Overtime Hourly Rate* x Number of Hours +20% Admin Fee = Fees

Ex: \$45.00 x 3 + 20% = \$162.00

*Overtime Hourly Rate is set by the current Collective Bargaining Agreement between the City and the Metropolitan Alliance of Police Chapter 15

CITY shall provide ORGANIZATION with a statement of said compensation to be reimbursed within thirty (30) days of the statement. In the event City has to initiate suit to collect payment due under the terms of this Agreement, ORGANIZATION agrees that it shall be responsible for CITY'S attorney fees and court costs.

4. **LIABILITY INSURANCE:** As a requirement of this Agreement, ORGANIZATION shall add the CITY as an additional insured on its general liability policy with a minimum \$1,000,000 single occurrence limit for the Special Event and provide proof prior to the Special Event. If ORGANIZATION does not provide proof of insurance at least one week prior to Special Event, then CITY may terminate this Agreement immediately and such termination shall not constitute a breach.

5. **CITY'S STATUS AS INDEPENDENT CONTRACTOR.** ORGANIZATION and CITY enter into this Agreement at arms' length. CITY at all times shall be considered an independent contractor for all purposes under this Agreement, including the performance of Services. Nothing in this Agreement Shall be deemed or construed to create a joint venture, partnership or

employer/employee relationship between the Parties. Neither ORGANIZATION nor CITY shall hold itself out as the representative or agent of the other Party. Neither ORGANIZATION nor CITY has the right and neither shall seek to exercise any control over the other Party, its employees, its Officers or its agents. CITY, its employees, and Officers assigned to the Special Event shall not be deemed employees or joint employees of ORGANIZATION for any purpose. CITY retains the sole right and authority to recruit, hire, promote, discipline, demote, discharge, determine rates of pay for, establish the terms and conditions of employment of, and/or to direct and control the manner in which its employees and Officers discharge their professional and work duties. CITY is responsible for instructing and training its Officers consistent with this Agreement. CITY retains the sole right and authority to decide and direct which Officers it shall assign, at what times, and to which Facilities to provide Services under this Agreement. CITY shall be solely responsible for all employee wages, timesheets, payroll deductions, federal and state taxes, unemployment compensation contributions, social security taxes, and benefits of its employees and Officers. Neither CITY nor its employees, agents or Officers are entitled to receive any benefits, including but not limited to salary, vacation pay, sick leave, retirement benefits, social security, workers' compensation, health, disability, unemployment and stock options that ORGANIZATION may provide to its employees. It is understood that ORGANIZATION will not provide and shall not be responsible for worker's compensation coverage for CITY or any Officer. Responsibility for providing such coverage remains solely with CITY. When rendering Services at the Facilities, Officers act solely as the agents of CITY.

6. MISCELLANEOUS:

- 6.1 **ASSIGNMENT OF RIGHTS:** This Agreement, or any of the parties' respective rights or obligations hereunder, may not be assigned or transferred, directly or indirectly, by operation of law or otherwise, by either party without the prior written consent of the other party.
- 6.2 **SURVIVAL:** No termination or expiration of this Agreement shall affect the rights and obligations of the parties accruing prior to the effective date of termination or expiration.
- 6.3 **NO THIRD-PARTY BENEFICIARIES:** Nothing in this Agreement is intended to or shall be deemed to confer any rights upon any person who is not a party hereto, including any Officer.
- 6.4 **NO FIDUCIARY RELATIONSHIP:** Nothing in this Agreement creates any relationship of trust or other fiduciary relationship between the parties hereto, or any Officer.
- 6.5 **COUNTERPARTS:** This Agreement may be executed in one or more counterparts, all of which shall be deemed one and the same agreement and shall become effective when each of the parties has signed one or more counterparts.

- 6.6 ENTIRE AGREEMENT; MODIFICATION: This Agreement with Exhibits constitutes the entire agreement of the parties and supersedes all prior agreements, negotiations, dealings, and understandings, whether written or oral, between the parties regarding the subject matter hereof. No waivers, amendments, or modifications of this Agreement or any part thereof shall be valid unless in writing signed by both parties. Any non-written waiver of any of the terms and conditions hereof shall not be construed as a general waiver by the CITY and the CITY shall be free to reinstate any such term or condition.
- 6.7 SEVERABILITY: The parties each agree that if any provision of this Agreement is or becomes invalid or prohibited under applicable law, such provision shall be ineffective to the extent of any such prohibition without impairing the remaining provisions in any way.

IN WITNESS WHEREOF, the parties through their authorized representatives have executed this Agreement as of the dates written below.

CITY OF CREST HILL

Mayor

Date

Attest:

City Clerk

Date

ORGANIZATION

By: Daniel Brandalmo

7-15-25
Date

Its: President and event chair

PRODUCER Phone: (815) 727-2611 Fax: (815) 727-2648

A FAZIO INC.
550 RUBY ST
P O BOX 1248
JOLIET IL 60434-1248

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

Agency Lic#: Cust #2015860

INSURED

AMERICAN-ITALIAN CULTURAL SOCIETY
1918 DONMAUR DR
CREST HILL IL 60435

INSURER A: **Auto Owners Insurance Company**

18988

INSURER B: **US Insurance Company of America**INSURER C: **Amguard Ins Co**

42390

INSURER D: **Auto Owners Insurance Company**

18988

INSURER E: **Auto Owners Insurance Company**

18988

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
E		GENERAL LIABILITY	07024227	10/09/21	10/09/22	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/>	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED. EXP (Any one person)	\$ 10,000
	<input type="checkbox"/>					PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/>					GENERAL AGGREGATE	\$ 1,000,000
	<input type="checkbox"/>					PRODUCTS-COMP/OP AGG.	\$ 1,000,000
	<input checked="" type="checkbox"/>	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>					
E		AUTOMOBILE LIABILITY	4733702800	10/09/21	10/09/22	COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/>	ANY AUTO				BODILY INJURY (Per person)	\$ 1,000,000
	<input type="checkbox"/>	ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$ 0
	<input checked="" type="checkbox"/>	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$ 0
	<input checked="" type="checkbox"/>	HIRED AUTOS					
	<input checked="" type="checkbox"/>	NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/>	ANY AUTO				OTHER THAN EA ACC AGG	\$
	<input type="checkbox"/>						
D		EXCESS / UMBRELLA LIABILITY	4114774101	10/09/21	10/09/22	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/>	OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 1,000,000
	<input type="checkbox"/>						\$
	<input type="checkbox"/>	DEDUCTIBLE					\$
	<input checked="" type="checkbox"/>	RETENTION \$ 10,000					\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	R2WC276712	12/31/21	12/31/22	WC STATUTORY LIMITS	OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE-EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE-POLICY LIMIT	\$ 1,000,000
B		OTHER: LIQUOR LIABILITY	09IL1414LL13	09/09/21	09/09/22	1,000,000	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS
SOCIAL CLUB WITH LIQUOR SALES

CERTIFICATE HOLDER

CITY OF CREST HILL
1610 PLAINFIELD RD.
CREST HILL, IL 60403

Attention:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Michael Fazio
Michael Fazio

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



Agenda Memo**Crest Hill, IL**

Meeting Date:	July 21, 2025
Submitter:	Mayor Raymond R. Soliman
Department:	Administration
Agenda Item:	Codification of Deputy Liquor Commissioner Salary

Summary: It has been brought to my attention that the salaries for the Deputy Liquor Commissioners have not been codified. I am asking that the most senior and experienced commissioner to be paid \$100.00 per month and the least senior and experienced commissioner be paid \$50.00 per month. I am requesting your concurrence for approval.

Recommended Council Action: Approval

Financial Impact:

Funding Source:

Budgeted Amount:

Cost:

Attachments:

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 2.76 (LIQUOR CONTROL COMMISSIONER) OF TITLE 2 (ADMINISTRATION AND PERSONNEL) OF THE CITY OF CREST HILL CODE OF ORDINANCES

WHEREAS, the Mayor of the City of Crest Hill, or his or her designee, is identified by the Illinois Liquor Control Act of 1934 as the local Liquor Control Commissioner, and as such is charged with the administration of the Liquor Control Act of 1934 in the City of Crest Hill (235 ILCS 5/4-2) and

WHEREAS, the City of Crest Hill has previously codified said grant of authority by adopting Title 2, Chapter 2.76, including Sections 2.76.010 through 2.76.030; and

WHEREAS, the Illinois Liquor Control Act of 1934 also expressly authorizes the Local Liquor Control Commissioner to appoint, and the Corporate Authorities to set the salary and compensation of the Local Liquor Control Commissioner as well as any deputies, assistants or employees deemed necessary for the proper performance of the duties vested in the Local Liquor Control Commissioner (235 ILCS 5/4-2); and

WHEREAS, the Corporate Authorities of the City of Crest Hill have previously codified the compensation for the Local Liquor Control Commissioner in Section 2.76.030 but have never codified the method of appointment and approval of Deputy Commissioners nor their term or compensation even though Deputy Liquor Control Commissioners have been appointed, approved and compensated for many years; and

WHEREAS, the Corporate Authorities have determined that it is necessary and expedient to codify what has long been a custom or policy of the City of Crest Hill regarding the method of appointment and compensation of Deputy Liquor Commissioners by amending Chapter 2.76 to add Sections 2.76.040 and 2.76.050 regarding the appointment, term, and compensation of Deputy Liquor Commissioners.

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

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

SECTION 2: APPROVAL.

Chapter 2.76 (Liquor Control Commissioner) of Title 2 (Administration and Personnel) of the City of Crest Hill Code of Ordinances is hereby repealed in its entirety and replaced with the following:

CHAPTER 2.76: LIQUOR CONTROL COMMISSIONER¹

Section

2.76.010	Designated; powers
2.76.020	Power to issue regulations
2.76.030	Salary
2.76.040	Appointment of Deputy Liquor Commissioners
2.76.050	Compensation of Deputy Liquor Commissioners

§ 2.76.010 DESIGNATED; POWERS.

The Mayor is designated as the Local Liquor Control Commissioner for the city. The Local Liquor Control Commissioner shall have the power set forth by state statutes.

§ 2.76.020 POWER TO ISSUE REGULATIONS.

The Local Liquor Control Commission is empowered to issue such reasonable regulations providing safeguards for the protection of patrons of licensees as he shall deem necessary.

('78 Code, § 2.76.020)

§ 2.76.030 SALARY.

The Liquor Control Commissioner's salary shall be \$1,500 per year.

§ 2.76.040 APPOINTMENT OF DEPUTY LIQUOR COMMISSIONERS

As Local Liquor Control Commissioner, the Mayor shall have the authority to appoint two (2) Deputy Liquor Commissioners to assist in carrying out the duties and responsibilities as Local Liquor Control Commissioner and enforcement of the Illinois Liquor Control Act, which appointments shall be with the advice and consent of the City Council.

Upon appointment by the Mayor and approval by the City Council, each Deputy Liquor Commissioner shall serve until the end of the current Mayor's term of office.

§ 2.76.050 COMPENSATION OF DEPUTY LIQUOR COMMISSIONERS

The compensation for a Deputy Liquor Commissioner shall be as follows:

The Deputy Liquor Commissioner with the most experience/seniority shall receive compensation of \$100.00 per month. When there are two Deputy Liquor

¹For statutory provisions relating to the appointment, duties and powers of local liquor control commissioners, see ILCS Ch. 235, Act 5, §§ 4-2 through 4-7.

Commissioners, the Deputy Liquor Commissioner with the least experience/seniority shall receive compensation of \$50.00 per month.

('78 Code, § 2.76.020; Ord. 611, passed - -85)

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

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

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

[LEFT INTENTIONALLY BLANK]

PASSED THIS 21ST DAY OF JULY, 2025.

	Aye	Nay	Absent	Abstain
Alderman Scott Dyke	_____	_____	_____	_____
Alderman Angelo Deserio	_____	_____	_____	_____
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 21ST DAY OF JULY, 2025.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

Report Criteria:

Detail report type printed

[Report]. Check Issue Date = 07/22/2025

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
33	Airgas North	9162720024	FLEET- WELDING GAS	07/07/2025	187.67	187.67	24634	07/22/2025	625	01075410
		9162720024	FLEET- WELDING MAC	07/07/2025	738.97	738.97	24634	07/22/2025	625	01075400
Total 33:					926.64	926.64				
45	Allied Nurser	51942	PULVERIZED DIRT	05/16/2025	564.00	564.00	24636	07/22/2025	625	01035400
Total 45:					564.00	564.00				
78	Applied Conc	459202	FLEET- POLICE RADA	06/12/2025	3,500.00	3,500.00	24641	07/22/2025	625	01075400
Total 78:					3,500.00	3,500.00				
82	Vestis	6030426585	UNIFORMS FOR STP	07/02/2025	29.66	29.66	24723	07/22/2025	625	07085344
		6030426585	UNIFORMS FOR WATE	07/02/2025	19.57	19.57	24723	07/22/2025	625	07065344
		6030426588	UNIFORMS FOR FLEE	07/02/2025	12.65	12.65	24723	07/22/2025	625	01035344
		6030426588	UNIFORMS FOR STRE	07/02/2025	37.80	37.80	24723	07/22/2025	625	01035344
		6030426588	MATS FOR PUBLIC WO	07/02/2025	13.98	13.98	24723	07/22/2025	625	01045300
		6030426588	UNIFORMS FOR BUILD	07/02/2025	7.74	7.74	24723	07/22/2025	625	01045344
		6030428518	UNIFORMS FOR STP	07/09/2025	29.66	29.66	24723	07/22/2025	625	07085344
		6030428518	UNIFORMS FOR WATE	07/09/2025	19.57	19.57	24723	07/22/2025	625	07065344
		6030428520	UNIFORMS FOR FLEE	07/09/2025	12.65	12.65	24723	07/22/2025	625	01035344
		6030428520	UNIFORMS FOR STRE	07/09/2025	37.80	37.80	24723	07/22/2025	625	01035344
		6030428520	MATS FOR PUBLIC WO	07/09/2025	13.98	13.98	24723	07/22/2025	625	01045300
		6030428520	UNIFORMS FOR BUILD	07/09/2025	7.74	7.74	24723	07/22/2025	625	01045344
Total 82:					242.80	242.80				
125	Azavar Audit	158793	CONTINGENCY PAYM	06/30/2025	1,500.00	1,500.00	24643	07/22/2025	625	01105300
Total 125:					1,500.00	1,500.00				
171	Brent Hasser	1030	CONSULTNG SERVICE	06/30/2025	2,500.00	2,500.00	24644	07/22/2025	625	01105300
Total 171:					2,500.00	2,500.00				
187	Christopher	202255	2025 BRIDGE INSPECT	07/03/2025	1,470.00	1,470.00	24646	07/22/2025	625	05005330
		202256	2025 BRIDGE INSPECT	07/03/2025	352.50	352.50	24646	07/22/2025	625	05005330
		202257	DESIGN-MCGILVERY A	07/03/2025	3,719.76	3,719.76	24646	07/22/2025	625	05005330
		202258	DESIGN HILLCREST W	07/03/2025	14,295.00	14,295.00	24646	07/22/2025	625	12007602
		202259	MFT-PATCHING FOR 2	07/03/2025	7,121.05	7,121.05	24646	07/22/2025	625	05005330
		202260	DESIGN SERVICES FO	07/03/2025	2,160.00	2,160.00	24646	07/22/2025	625	12007602
Total 187:					29,118.31	29,118.31				
285	Cintas Fire P	0F94749872	FIRE EXTINGUISHER I	05/06/2025	629.91	629.91	24647	07/22/2025	625	01045360
Total 285:					629.91	629.91				
291	City of Joliet	958197	FLEET- FUEL JUNE 20	07/12/2025	139.29	139.29	24648	07/22/2025	625	01075410
		958197	FLEET- FUEL JUNE 20	07/12/2025	26.14	26.14	24648	07/22/2025	625	01075410
		958197	FLEET- FUEL JUNE 20	07/12/2025	3,690.86	3,690.86	24648	07/22/2025	625	01075410
		958197	FLEET- FUEL JUNE 20	07/12/2025	2,950.07	2,950.07	24648	07/22/2025	625	01075410

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
Total 291:					6,806.36	6,806.36				
320	ComEd 9282	JUNE 2025	ELECTRIC - VALVE STA	06/30/2025	26.82	26.82	24652	07/22/2025	625	07065353
Total 320:					26.82	26.82				
323	ComEd 2717	JUNE 2025	ELECTRIC 1306-1/2 HA	06/30/2025	31.14	31.14	24649	07/22/2025	625	07075353
Total 323:					31.14	31.14				
324	ComEd 5197	JUNE 2025	ELECTRIC - 0 ROOT B	06/30/2025	31.14	31.14	24651	07/22/2025	625	07075353
Total 324:					31.14	31.14				
334	ComEd 3357	JUNE 2025	STREET LIGHTS ON E	06/26/2025	213.48	213.48	24650	07/22/2025	625	01035351
Total 334:					213.48	213.48				
400	D&I Electroni	411191	BUGLAR ALARM MONI	07/01/2025	197.97	197.97	24653	07/22/2025	625	01065350
Total 400:					197.97	197.97				
451	Dynergy 1266	June 2025	WELL #4 ELECTRIC	07/03/2025	1,221.74	1,221.74	24661	07/22/2025	625	07065353
		May 2025	WELL #4 ELECTRIC	07/03/2025	1,843.39	1,843.39	24661	07/22/2025	625	07065353
Total 451:					3,065.13	3,065.13				
452	Dynergy 6760	April 2025	EAST PLANT ELECTRI	06/25/2025	11,966.28	11,966.28	24665	07/22/2025	625	07085353
		June 2025	EAST PLANT ELECTRI	07/03/2025	7,581.98	7,581.98	24665	07/22/2025	625	07085353
		May 2025	EAST PLANT ELECTRI	07/03/2025	9,246.53	9,246.53	24665	07/22/2025	625	07085353
Total 452:					28,794.79	28,794.79				
453	Dynergy 6635	April 2025	WEST PLANT ELECTRI	06/25/2025	12,209.04	12,209.04	24664	07/22/2025	625	07085353
		June 2025	WEST PLANT ELECTRI	07/03/2025	6,739.80	6,739.80	24664	07/22/2025	625	07085353
		May 2025	WEST PLANT ELECTRI	07/03/2025	8,062.25	8,062.25	24664	07/22/2025	625	07085353
Total 453:					27,011.09	27,011.09				
454	Dynergy 0817	June 2025	WELL #11 ELECTRIC	07/03/2025	2,147.36	2,147.36	24659	07/22/2025	625	07065353
		May 2025	WELL #11 ELECTRIC	07/03/2025	2,659.21	2,659.21	24659	07/22/2025	625	07065353
Total 454:					4,806.57	4,806.57				
455	Dynergy 0098	June 2025	WELL #10 ELECTRIC	07/03/2025	2,247.29	2,247.29	24657	07/22/2025	625	07065353
		May 2025	WELL #10 ELECTRIC	07/03/2025	1,728.04	1,728.04	24657	07/22/2025	625	07065353
Total 455:					3,975.33	3,975.33				
457	Dynergy 6385	June 2025	WELL 9 & 12 ELECTRI	07/03/2025	2,170.65	2,170.65	24663	07/22/2025	625	07065353
		May 2025	WELL 9 & 12 ELECTRI	07/03/2025	1,577.78	1,577.78	24663	07/22/2025	625	07065353
Total 457:					3,748.43	3,748.43				
458	Dynergy 0906	June 2025	WELL #7 ELECTRIC	07/03/2025	1,256.71	1,256.71	24660	07/22/2025	625	07065353
		May 2025	WELL #7 ELECTRIC	07/03/2025	1,408.17	1,408.17	24660	07/22/2025	625	07065353

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
Total 458:					2,664.88	2,664.88				
459	Dynegy 1656	June 2025	WELL #8 ELECTRIC	07/03/2025	2,177.66	2,177.66	24662	07/22/2025	625	07065353
		May 2025	WELL #8 ELECTRIC	07/03/2025	1,709.83	1,709.83	24662	07/22/2025	625	07065353
Total 459:					3,887.49	3,887.49				
461	Dynegy 0425	June 2025	WELL #1 ELECTRIC	07/03/2025	1,593.55	1,593.55	24658	07/22/2025	625	07065353
		May 2025	WELL #1 ELECTRIC	07/03/2025	1,841.33	1,841.33	24658	07/22/2025	625	07065353
Total 461:					3,434.88	3,434.88				
526	FedEx	9-698-80136	FEDEX EXPRESS SER	07/09/2025	3.17	3.17	24666	07/22/2025	625	01025310
Total 526:					3.17	3.17				
640	Hawkins Inc	7114224	WATER CHEMICALS	06/18/2025	6,252.91	6,252.91	24672	07/22/2025	625	07065421
		7122629	WATER MAINTENANC	06/30/2025	653.49	653.49	24672	07/22/2025	625	07065361
Total 640:					6,906.40	6,906.40				
717	Illinois EPA	IL0021121 Ju	IEPA ANNUAL NPDES	06/18/2025	15,000.00	15,000.00	24674	07/22/2025	625	07085314
		IL0064998 Ju	IEPA ANNUAL NPDES	06/18/2025	17,500.00	17,500.00	24674	07/22/2025	625	07085314
Total 717:					32,500.00	32,500.00				
727	Illinois Centra	9500275241	LICENSE 20' BLACKTO	07/02/2025	272.30	272.30	24673	07/22/2025	625	07085300
Total 727:					272.30	272.30				
752	Illinois Sectio	200097955	TRAINING PAUL MARTI	05/21/2025	420.00	420.00	24675	07/22/2025	625	07065341
Total 752:					420.00	420.00				
820	Joliet Townsh	June & July 2	ANIMAL CONTROL SE	07/10/2025	2,500.00	2,500.00	24677	07/22/2025	625	01105300
Total 820:					2,500.00	2,500.00				
846	Kimball Midw	103545225	GLOVES	07/10/2025	287.50	287.50	24679	07/22/2025	625	07085402
		103545225	SCREWS	07/10/2025	78.83	78.83	24679	07/22/2025	625	07085366
		103545413	NUTS AND SCREWS	07/10/2025	243.37	243.37	24679	07/22/2025	625	01045400
		103545413	SAW BLADES	07/10/2025	147.61	147.61	24679	07/22/2025	625	01045400
Total 846:					757.31	757.31				
849	Kirwan Mech	i77587	HVAC MAINTENANCE/	07/01/2025	951.00	951.00	24680	07/22/2025	625	07085366
Total 849:					951.00	951.00				
878	Lauterbach &	106202	APRIL 30, 2025 - GASB	07/03/2025	2,790.00	2,790.00	24681	07/22/2025	625	01125300
Total 878:					2,790.00	2,790.00				
881	Lawson Prod	9312633402	FLEET- MACHINE SCR	07/11/2025	246.36	246.36	24682	07/22/2025	625	01075400

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
Total 881:					246.36	246.36				
926	Magid Glove	5503559	HARD HATS	04/14/2025	90.00	90.00	24685	07/22/2025	625	01035402
		5503559	HARD HATS	04/14/2025	89.00	89.00	24685	07/22/2025	625	07065402
		5503559	HARD HATS	04/14/2025	89.00	89.00	24685	07/22/2025	625	07085402
		5503559	WORK GLOVES	04/14/2025	33.00	33.00	24685	07/22/2025	625	07085344
		5511416	WORK GLOVES	04/21/2025	99.00	99.00	24685	07/22/2025	625	01035344
		5511416	WORK GLOVES	04/21/2025	99.00	99.00	24685	07/22/2025	625	01045344
		5511416	WORK GLOVES	04/21/2025	99.00	99.00	24685	07/22/2025	625	07065344
		5511416	WORK GLOVES	04/21/2025	99.00	99.00	24685	07/22/2025	625	07085344
		5556042	SAFETY VESTS	05/29/2025	178.75	178.75	24685	07/22/2025	625	01045344
		5556042	SAFETY VESTS	05/29/2025	178.75	178.75	24685	07/22/2025	625	01035344
		5556042	SAFETY VESTS	05/29/2025	178.75	178.75	24685	07/22/2025	625	07065344
		5556042	SAFETY VESTS	05/29/2025	178.75	178.75	24685	07/22/2025	625	07085344
Total 926:					1,412.00	1,412.00				
927	Quadient Lea	17756930	POSTAGE LABELS	06/09/2025	92.00	92.00	24704	07/22/2025	625	01105322
		17756930	IX357 INK POSTAGE	06/09/2025	269.00	269.00	24704	07/22/2025	625	01105322
		17756930	S/H	06/09/2025	27.00	27.00	24704	07/22/2025	625	01105322
		17756930	TAX	06/09/2025	31.04	31.04	24704	07/22/2025	625	01105322
		Q1924580	LEASE AGREEMENT	07/02/2025	516.99	516.99	24704	07/22/2025	625	01115300
Total 927:					936.03	936.03				
956	McMaster Ca	48196541	FLEET- WATER TANK S	07/02/2025	52.09	52.09	24686	07/22/2025	625	01075400
Total 956:					52.09	52.09				
961	Menards	90166	FACILITIES- FANS AND	06/26/2025	526.50	526.50	24687	07/22/2025	625	01045400
		90176	BUILDING MAINTENAN	06/26/2025	342.27	342.27	24687	07/22/2025	625	01045400
		90347	EAST STP SUPPLIES	06/30/2025	10.54	10.54	24687	07/22/2025	625	07085366
		90414	BUILDING MAINTENAN	07/01/2025	49.79	49.79	24687	07/22/2025	625	01045400
		90500	BUILDING MAINTENAN	07/03/2025	244.44	244.44	24687	07/22/2025	625	01045400
		90505	BUILDING MAINTENAN	07/03/2025	65.65	65.65	24687	07/22/2025	625	01045400
		90656	BUILDING MAINTENAN	07/07/2025	75.76	75.76	24687	07/22/2025	625	01045400
		90712	PW SUPPLIES	07/08/2025	88.18	88.18	24687	07/22/2025	625	01035400
		90714	WATER DEPARTMENT	07/08/2025	214.67	214.67	24687	07/22/2025	625	07065361
		90772	FLEET- POLICE TRUC	07/14/2025	171.66	171.66	24687	07/22/2025	625	01075400
Total 961:					1,789.46	1,789.46				
965	M.E. Simpso	44765	SEIZED VALVE RELEA	06/27/2025	11,900.00	11,900.00	24684	07/22/2025	625	07065300
Total 965:					11,900.00	11,900.00				
973	Microbac Lab	C25004574	SEMI-ANNUAL EFFLUE	06/18/2025	1,559.75	1,559.75	24689	07/22/2025	625	07085306
		C25004575	SEMI-ANNUAL EFFLUE	06/18/2025	1,559.75	1,559.75	24689	07/22/2025	625	07085306
		C25004669	QUARTERLY LAND AP	06/20/2025	528.00	528.00	24689	07/22/2025	625	07085306
		C25004670	QUARTERLY LAND AP	06/20/2025	528.00	528.00	24689	07/22/2025	625	07085306
		C25005142	SEMI-ANNUAL EFFLUE	07/07/2025	1,672.25	1,672.25	24689	07/22/2025	625	07085306
		C25005290	QUARTERLY LAND AP	07/11/2025	812.00	812.00	24689	07/22/2025	625	07085306
Total 973:					6,659.75	6,659.75				
1017	DACRA Adju	DT 2025-06-	DACRA MONTHLY SER	06/30/2025	1,250.00	1,250.00	24654	07/22/2025	625	01025300

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
		DT 2025-06-	DACRA MONTHLY SER	06/30/2025	1,250.00	1,250.00	24654	07/22/2025	625	01165300
	Total 1017:				2,500.00	2,500.00				
1059	Nicor 39-52-5	June 2025	WELL #10 NICOR GAS	07/09/2025	62.24	62.24	24696	07/22/2025	625	07065350
	Total 1059:				62.24	62.24				
1060	Nicor 56-57-8	June 2025	WELL #9/12 NICOR	07/03/2025	155.07	155.07	24697	07/22/2025	625	07065350
	Total 1060:				155.07	155.07				
1062	Nicor 89-13-6	June 2025	WELL #11 NICOR GAS	07/03/2025	149.25	149.25	24698	07/22/2025	625	07065350
	Total 1062:				149.25	149.25				
1063	Nicor 24-66-3	June 2025	LIFT STATION NICOR	07/03/2025	55.25	55.25	24695	07/22/2025	625	07075350
	Total 1063:				55.25	55.25				
1065	Nicor 95-25-4	June 2025	WELL #1 NICOR	07/02/2025	163.56	163.56	24700	07/22/2025	625	07065350
	Total 1065:				163.56	163.56				
1066	Nicor 08-01-5	JUNE 2025	WELL #7 NICOR GAS	07/02/2025	153.06	153.06	24691	07/22/2025	625	07065350
	Total 1066:				153.06	153.06				
1067	Nicor 89-80-1	JUNE 2025	EAST PLANT NICOR	07/02/2025	284.86	284.86	24699	07/22/2025	625	07085350
	Total 1067:				284.86	284.86				
1084	Oestreich Sal	245537	LOCK REPAIR	06/07/2025	160.00	160.00	24701	07/22/2025	625	07085365
	Total 1084:				160.00	160.00				
1116	Altorfer Indus	P58C006152	FLEET- UNIT #215 BAT	07/02/2025	310.44	310.44	24637	07/22/2025	625	01075400
	Total 1116:				310.44	310.44				
1196	R&R Septic	25-1779	PUMP TRUCK TO MOV	07/08/2025	750.00	750.00	24705	07/22/2025	625	07085373
		25-1839	PUMP TRUCK TO MOV	07/15/2025	750.00	750.00	24705	07/22/2025	625	07085373
	Total 1196:				1,500.00	1,500.00				
1283	SEECO Con	19896	CATON FARM RD-EAS	06/30/2025	4,230.00	4,230.00	24708	07/22/2025	625	13005330
	Total 1283:				4,230.00	4,230.00				
1326	Ray Soliman	July 2025	MONTHLY GAS MILEA	07/01/2025	50.00	50.00	24706	07/22/2025	625	01015342
	Total 1326:				50.00	50.00				
1343	Spring-Green	9632657	SPRING MAXIMIZER T	06/23/2025	243.00	243.00	24711	07/22/2025	625	01045300
	Total 1343:				243.00	243.00				

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
1366	Stewart Spre	4375	TRANSFER OF LIQUID	07/10/2025	4,084.92	4,084.92	24712	07/22/2025	625	07085373
Total 1366:					4,084.92	4,084.92				
1379	Suburban La	GA5003536	WEST AND EAST NPD	07/02/2025	2,714.00	2,714.00	24714	07/22/2025	625	07085306
Total 1379:					2,714.00	2,714.00				
1425	Third Millenni	33133	MAILING OF CCR NOTI	06/30/2025	1,813.39	1,813.39	24717	07/22/2025	625	07065321
Total 1425:					1,813.39	1,813.39				
1452	TransUnion	306605-2025	TRANSUNION	06/01/2025	75.00	75.00	24718	07/22/2025	625	01025310
		306605-2025	TRANSUNION	07/01/2025	75.70	75.70	24718	07/22/2025	625	01025310
Total 1452:					150.70	150.70				
1502	Underground	073838	REPAIR CLAMP	07/02/2025	1,318.00	1,318.00	24719	07/22/2025	625	07065430
Total 1502:					1,318.00	1,318.00				
1521	USABlueBoo	INV0075462	BUTTERFLY VALVES	07/01/2025	1,052.54	1,052.54	24720	07/22/2025	625	07065361
Total 1521:					1,052.54	1,052.54				
1549	Verizon Wirel	6117443145	VERIZON WIRELESS S	07/01/2025	36.01	36.01	24722	07/22/2025	625	01065350
		6117443145	VERIZON WIRELESS S	07/01/2025	2,352.11	2,352.11	24722	07/22/2025	625	01105350
		6117443145	VERIZON WIRELESS S	07/01/2025	473.61	473.61	24722	07/22/2025	625	07065350
		6117443145	VERIZON WIRELESS S	07/01/2025	161.09	161.09	24722	07/22/2025	625	07075350
		6117443145	VERIZON WIRELESS S	07/01/2025	161.09	161.09	24722	07/22/2025	625	07085350
Total 1549:					3,183.91	3,183.91				
1589	Wescom	20250807	WESCOM DISPATCH S	07/01/2025	24,515.79	24,515.79	24724	07/22/2025	625	01025307
Total 1589:					24,515.79	24,515.79				
1694	Nicor 13-03-7	JUNE 2025	PW NICOR	07/02/2025	215.36	215.36	24692	07/22/2025	625	01035351
Total 1694:					215.36	215.36				
1738	The Cop Fire	219648	VEST COVER-LOCAST	06/16/2025	285.00	285.00	24716	07/22/2025	625	01025344
Total 1738:					285.00	285.00				
1749	AEP Energy	3013134305	STREET LIGHTS - 1 TH	07/02/2025	15,729.11	15,729.11	24633	07/22/2025	625	01035351
Total 1749:					15,729.11	15,729.11				
1844	Anthony Smit	Meal Reimbu	MEAL REIMBURSEME	05/02/2025	15.00	15.00	24640	07/22/2025	625	01025343
		Meal Reimbu	MEAL REIMBURSEME	06/06/2025	75.00	75.00	24640	07/22/2025	625	01025343
Total 1844:					90.00	90.00				
1853	Buckeye Pow	PSV426992	CITY CENTER GENER	07/14/2025	3,524.41	3,524.41	24645	07/22/2025	625	01045360
		PSV426994	CITY CENTER GENER	07/14/2025	767.21	767.21	24645	07/22/2025	625	01045360

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
Total 1853:					4,291.62	4,291.62				
1855	Southwester	26131090-06	POLICE ACADEMY - C	06/12/2025	15,352.20	15,352.20	24709	07/22/2025	625	01025341
Total 1855:					15,352.20	15,352.20				
1879	Nicor 24-47-6	June 2025	NICOR MONTHLY STAT	07/09/2025	180.12	180.12	24694	07/22/2025	625	01105350
Total 1879:					180.12	180.12				
1880	Nicor 17-28-8	June 2025	NICOR MONTHLY STAT	07/09/2025	196.45	196.45	24693	07/22/2025	625	01105350
Total 1880:					196.45	196.45				
1898	Ken Woody's	1533	EMPLOYEE APPAREL	07/09/2025	30.00	30.00	24678	07/22/2025	625	01105401
Total 1898:					30.00	30.00				
1914	AT&T 831-00	4846163014	INTERNET SERVICES	07/07/2025	1,329.74	1,329.74	24642	07/22/2025	625	01065350
Total 1914:					1,329.74	1,329.74				
1924	V3 Companie	10625562	OAKLAND AVE-PHASE	07/08/2025	4,760.70	4,760.70	24721	07/22/2025	625	12007620
		10625563	INNERCIRCLE WATER	07/08/2025	4,859.85	4,859.85	24721	07/22/2025	625	12007602
		10625564	DIVISION PROFESSIO	07/08/2025	4,592.00	4,592.00	24721	07/22/2025	625	35005330
Total 1924:					14,212.55	14,212.55				
1942	Lisa's Face P	Neighbors Ni	LISA'S FACE PAINTING	07/02/2025	210.00	210.00	24683	07/22/2025	625	01025402
Total 1942:					210.00	210.00				
1950	Pure Water P	2113155	PAPER STATEMENT F	07/14/2025	3.00	3.00	24703	07/22/2025	625	01035401
		2113156	WATER FOR ELROSE	07/14/2025	65.00	65.00	24703	07/22/2025	625	01045401
Total 1950:					68.00	68.00				
1951	Amrize Mid-A	721257429	STONE FOR MAIN BRE	06/24/2025	975.38	975.38	24639	07/22/2025	625	07065430
Total 1951:					975.38	975.38				
1953	Amazon Capi	CM#16Y1-R	REFUND - WORK GLO	07/08/2025	37.56-	37.56-	24638	07/22/2025	625	07085344
		11CT-XQVW-	TONER FOR JULIE PRI	07/01/2025	61.99	61.99	24638	07/22/2025	625	01035318
		17F9-414X-9	PENS AND SHARPIES	07/15/2025	27.53	27.53	24638	07/22/2025	625	01025401
		1DDW-4GD3	BINDERS	07/02/2025	45.90	45.90	24638	07/22/2025	625	01035401
		1G7G-RCJQ-	POST-IT NOTES	06/30/2025	15.75	15.75	24638	07/22/2025	625	01165401
		1G7G-RCJQ-	HAND SANITIZER	06/30/2025	19.99	19.99	24638	07/22/2025	625	01165401
		1G7G-RCJQ-	POSTER HANGERS	06/30/2025	52.75	52.75	24638	07/22/2025	625	01165401
		1G7R-GW1G	FILE FOLDERS	07/14/2025	36.84	36.84	24638	07/22/2025	625	01025401
		1HGV-LHCL-	CHARGING CUBE	07/15/2025	19.98	19.98	24638	07/22/2025	625	01035401
		1HKW-H3CT-	THANK YOU CARDS	06/28/2025	29.99	29.99	24638	07/22/2025	625	01025400
		1KV4-LXLP-	JANITORIAL SUPPLIES	07/06/2025	337.04	337.04	24638	07/22/2025	625	01045400
		1L9K-LJT3-J	CALENDAR	07/11/2025	3.79	3.79	24638	07/22/2025	625	01125401
		1M3X-V4VP-	FLEET- TRAILER REP	07/14/2025	32.80	32.80	24638	07/22/2025	625	01075400
		1MYV-Y1VY-	ENVELOPES	06/30/2025	169.78	169.78	24638	07/22/2025	625	01025401
		1PN6-Y7MX-	CHARGING CORD	07/11/2025	25.98	25.98	24638	07/22/2025	625	01035401

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
		1RHD-PY4V-	BINDERS	07/02/2025	38.34	38.34	24638	07/22/2025	625	01035401
		1W6V-67QW	POSTER HANGERS	06/30/2025	105.50	105.50	24638	07/22/2025	625	01105401
		1XC3-YLLY-	SANDISK 128G	07/01/2025	19.43	19.43	24638	07/22/2025	625	01025400
		1YLR-RTF1-	COPIER PAPER	07/08/2025	399.90	399.90	24638	07/22/2025	625	01105401
		CM#1FT9-T	REFUND - BINDERS	07/07/2025	12.78-	12.78-	24638	07/22/2025	625	01035401
		CM#1YL4-V9	REFUND - BINDERS	07/07/2025	25.56-	25.56-	24638	07/22/2025	625	01035401
	Total 1953:				1,367.38	1,367.38				
1977	AIS Inc	93693	AIS MONTHLY INVOIC	07/08/2025	15,377.00	15,377.00	24635	07/22/2025	625	01065300
	Total 1977:				15,377.00	15,377.00				
1985	SpectrumVol	635038 Augu	SPECTRUM MONTHLY	08/01/2025	264.25	264.25	24710	07/22/2025	625	01105350
	Total 1985:				264.25	264.25				
1993	Figment Gro	INV-022494	DOT TESTING	07/03/2025	255.00	255.00	24668	07/22/2025	625	01035300
	Total 1993:				255.00	255.00				
1999	Operating En	L150.146	OPERATOR TRAINING	07/11/2025	2,544.00	2,544.00	24702	07/22/2025	625	01035341
	Total 1999:				2,544.00	2,544.00				
2019	H&H Electric	46582	EVP REPAIR AT RENW	06/04/2025	6,563.01	6,563.01	24670	07/22/2025	625	05005300
	Total 2019:				6,563.01	6,563.01				
2043	Donald E. Mo	June 2025	MORRIS REVIEWS & I	06/30/2025	730.00	730.00	24656	07/22/2025	625	01165300
	Total 2043:				730.00	730.00				
2047	Road 2 Etern	250	LIDICE CEREMONY VI	06/30/2025	400.00	400.00	24707	07/22/2025	625	01108001
		250	MEMORIAL DAY CERE	06/30/2025	400.00	400.00	24707	07/22/2025	625	01108001
	Total 2047:				800.00	800.00				
2073	David Strahl	66	HOURS FOR DAVID ST	06/30/2025	3,810.49	3,810.49	24655	07/22/2025	625	01105300
		67	HOURS FOR DAVID ST	07/07/2025	2,725.38	2,725.38	24655	07/22/2025	625	01105300
		68	HOURS FOR DAVID ST	07/14/2025	3,633.84	3,633.84	24655	07/22/2025	625	01105300
	Total 2073:				10,169.71	10,169.71				
2074	MGT Impact	MGT36862	HOURS WORKED FOR	06/30/2025	21,280.00	21,280.00	24688	07/22/2025	625	01105300
		MGT36863	HOURS FOR JULIUS H	06/30/2025	20,474.00	20,474.00	24688	07/22/2025	625	01105300
	Total 2074:				41,754.00	41,754.00				
2091	Lenny's Gas	5403	FLEET- JUNE 2025 VE	07/02/2025	40.00	40.00	24669	07/22/2025	625	01075400
	Total 2091:				40.00	40.00				
2094	William McCl	15	CITY COUNCIL MEETI	07/01/2025	150.00	150.00	24725	07/22/2025	625	01105300
		15	CITY COUNCIL MEETI	07/01/2025	150.00	150.00	24725	07/22/2025	625	01105300
		15	PLAN COMMISSION M	07/01/2025	100.00	100.00	24725	07/22/2025	625	01105300

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
Total 2094:					400.00	400.00				
2102	H. Linden an	Parkrose Pay	PARKROSE WM CONS	06/20/2025	7,000.00	7,000.00	24671	07/22/2025	625	12007620
Total 2102:					7,000.00	7,000.00				
2165	TEST Inc and	70125201	OPERATOR SERVICES	07/01/2025	6,500.00	6,500.00	24715	07/22/2025	625	07085300
Total 2165:					6,500.00	6,500.00				
2180	Ferguson Ent	0276790-1	WELL MAINTENANCE	07/01/2025	1,381.90	1,381.90	24667	07/22/2025	625	07065361
Total 2180:					1,381.90	1,381.90				
2185	MKINS LLC/	39912	TREASURER'S BOND	06/12/2025	1,037.00	1,037.00	24690	07/22/2025	625	01105323
Total 2185:					1,037.00	1,037.00				
2186	4AllPromos	1763303	4ALLPROMOS-NIGHT	07/07/2025	3,702.89	3,702.89	24632	07/22/2025	625	01025402
Total 2186:					3,702.89	3,702.89				
2187	Strada Const	18-871 2233	2025 MFT CONCRETE	07/07/2025	100,000.00	100,000.00	24713	07/22/2025	625	05007640
		18-871 2233	WATER MAIN BREAK-C	07/07/2025	26,236.10	26,236.10	24713	07/22/2025	625	07065430
Total 2187:					126,236.10	126,236.10				
2188	J.T. Landscap	4303	BROADWAY LANDSCA	07/10/2025	1,600.00	1,600.00	24676	07/22/2025	625	01035300
		4303	FENCE POST REPLAC	07/10/2025	720.00	720.00	24676	07/22/2025	625	01035300
		4303	CITY HALL LANDSCAPI	07/10/2025	450.00	450.00	24676	07/22/2025	625	01035300
Total 2188:					2,770.00	2,770.00				
Grand Totals:					528,680.78	528,680.78				

Report Criteria:

Detail report type printed

[Report].Check Issue Date = 07/22/2025