

City Council Work Session Crest Hill, IL January 27, 2025 7:00 PM Council Chambers 20600 City Center Boulevard, Crest Hill, IL 60403

# Agenda

- <u>1.</u> Discussion to Waive Water Connection Fee for 2213 Weber Road Existing Residential Home
- 2. Request to Appoint Two (2) Part-Building Inspector Positions
- 3. Proposal to Review Water and Sewer Connection Fee Ordinance
- 4. An Ordinance Authorizing the Issuance of Waterworks and Sewerage Revenue Bonds of the City of Crest Hill, Will County, Illinois, in an Aggregate Principal Amount not to Exceed \$4,400,000
- 5. Approve a Resolution for an Intergovernmental Agreement for the Maintenance and Energy of Traffic Signals at the Intersection of Weber road (CH88) and Randich in the County of Will
- 6. West STP Change Order Summary
- 7. East STP Three Influent Pump Repairs by Flygt
- 8. East STP Change Order Number 4 Final
- 9. An Agreement for Strand Engineering to Provide On-Call Wastewater Services
- <u>10.</u> MGT Recruitment Consulting Services for City Administrator Position, Proposed Schedule & Revised Job Description
- <u>11.</u> Grocery Tax Replacement Ordinance
- 12. Community Room Agreement
- 13. Mayor's Updates
- 14. City Administrator Updates
- 15. Public Comments
- 16. Committee/Liaison Updates

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

Item 1.

January 27, 2025



# MEMO

TO: Mayor & City Council Members

FROM: Tony Graff, Interim City Administrator

SUBJECT: Request to Waive Water & Sewer Connection Fee for 2213 Weber Road Single Family Residence

Background:

At the 1/13/2025 Work Session Meeting the property owner Omar DeHaro 2213 Weber Road a single-family residence requested the City Council consider waiving the water and sewer connection fee for this property. The current residence is on a well and septic system and the lot size is 2.5 acres. The buffalo box is installed on the property in the front area. Therefore, the water service line can be connected. The City Council in the past has waived the water connection fee when there is an existing buffalo box on the property with the assumption a fee has been paid (no records). (Note: The water fee connection is \$7,678.66)

The  $2^{nd}$  request to waive the sewer fee connection additional review is needed to assess the infrastructure in the area for a connection and the city costs and the homeowners' costs.

**Recommendation:** The past practice by the city council is to waive the water connection fee on a case by case basis.

Item 2.

January 27, 2025



# MEMO

- TO: Mayor & City Council Members
- FROM: Don Seeman, Building Commissioner
- SUBJECT: Discussion regarding hiring 2 Part Time Building Inspector Positions (For Information Only)

# **Background:**

The Building Department requested for Human Resource Department to advertised for a fulltime building inspector position and a part time building inspector position.

The applications were reviewed, and one qualified candidate was interviewed for the full-time position and one part-time candidate was interviewed.

After reviewing the results of the interviews, a Conditional Offer for Employment was prepared by Interim HR Manager Dave Strahl for each candidate.

The Full-time candidate did response to the offer and requested to be considered for a part time position. The Building Department Commission Don Seeman and the Community Development Director Patrick Ainsworth agree to hire the candidate. The pay rate is \$34.70 per hour, 1000 hours per year and 24 hours personal time.

The Part-Time candidate did response to the offer. The Building Commissioner Don Seeman and the Community Development Director Patrick Ainsworth agree to hire the candidate at the pay rate is \$32.50 per hour, 1000 hours per year and 24 hours personal time.

The Staff feels each of the current candidates are well qualified for the position and would add positively to the culture of the department/organization.

The Staff will continue to evaluate staffing needs, including the future of the full-time building inspector positions, within the department as part of the ongoing FY 26 budget process. As part of that process, Community Development Department staff will be presenting its FY 26 staffing and department organization adjustment recommendations to the City Council at an upcoming Work Session Meeting.

# Agenda Memo



**Crest Hill, IL** 

Meeting Date:	November 12, 2024
Submitter:	Ronald J Wiedeman
Department:	Public Works, Engineering and Economic Development.
Agenda Item:	Tap-On Fee Discussion

**Summary:** Staff has reviewed our current water and sanitary sewer tap-on fees and compared them with what is currently being charged in surrounding communities .

This task was undertaken to make sure that our fees are in line with surrounding communities in which Crest Hill has to compete to attract potential development.

Tap-on fees were collected from the following surrounding communities:

Channahon	Joliet	Shorewood	Romeoville
Lockport	Minooka	Plainfield	

These fees where then summarized as are shown in "Water and Sanitary Sewer Connection Rate 2024-Chart A and Summary of Water and Sanitary Sewer Tap-on Fees-Chart B"

The following was found when comparing surrounding water and sanitary sewer tap-on fees:

- 1. Crest Hill is the only community that combines both water and sanitary sewer fees in the same calculation.
- 2. Crest Hill fees for residential or multiple dwelling units are significantly higher. On average our residential fees are approximately 80% higher than the surrounding community's average costs.
- 3. Crest Hill fees for commercial developments are much higher compared to surrounding communities for development that are small in building size and high in population equivalent (PE)
- 4. Crest Hill fees are similar to the surrounding communities average when the PE is low and the building size is large.
- 5. Crest Hill and Minooka increases rates by 5% each year while Channahon only increases at a rate of 3%. The rest of the communities (Lockport, Joliet, Plainfield, Shorewood and Romeoville) do not have a yearly escalation.

The goals of this are as follows:

- To provide fees that are in line with surrounding communities in which Crest Hill has to compete to attract potential development
- Provide fees that are similar to competing communities so that they are not used as a negotiated tools for developers.

Shown in the attached New Water and Sewer Tap-on Fee Calculations-Chart C are staff recommendations to achieve the goals discussed above. Staff recommends the following:

• Revise the current ordinance to create two separate water and sanitary fees. This will provide guidance to staff on how to handle when only one tap on fee is required. (i.e. a request is made to connect water and not a sanitary sewer).

Staff is will also be presenting to council a suggested changes to Section 13.18 "Water Connections" to allow language to be added that when a private well needs to be repaired and the cost of the repair exceeds 50% of the water tap-on fee that the resident will need to connect to City Water is available. With the issues with PFAS and other contaminants in ground water we should be encouraging residents to get their water from cleaner water source.

- Create a Flat Fee for Residential Water and Sanitary Sewer Tap on fees in line with the surrounding communities.
- For commercial/ business reduce our current rate per P.E and increase the minimum PE allowed for calculations from 8.5 to 12.
- Suggest a formula in which the tap on rates for water and sanitary sewer are calculated as follows
  - (PE x Current Rate per PE) x Fixed Fee.
  - See Options provided in the attached spreadsheet named "New Water and Sewer Tap-on Fee Calculation-Chart C.
- Reduce the annual rate from 5% to 3% for the PE rate.
- Increase the flat rate for detached single family homes and multiple dwellings every other year at a rate of 3%.

Staff would recommend the council to go with option 2 as presented. This will achieve the goals set out above to achieve and put the city in a position to compete with the surrounding communities to attract new businesses and residents.

**Recommended Council Action:** To direct staff to work with the city attorney to update Chapter 13.04 and bring back to council for final approval to create a rate structure for water and sanitary tap-on fees per option 2 as recommended by staff.

### **Financial Impact:**

Funding Source: n/a

**Budgeted Amount:** n/a

Cost: n/a

### Attachments:

Water and Sanitary Sewer Connection Rate 2024-Chart A

Summary of Water and Sanitary Sewer Tap-on Fees-Chart B

Charts for Options

New Water and Sanitary Sewer Connection Rates-Chart C

Summary of Water and Sanitary Sewer Tap-on Fees-Chart D

Building Size	<u>Fee</u>
0 sq ft less than 50,000 sf	\$0.00
50,000 sf-less than 100,000 sf	\$8,000.00
over 100,000 sf	\$15,000.00

Chart B

Building Size	<u>Fee</u>
0 sq ft less than 10,000 sf	\$1,500.00
10,000 sf-to 50,000 sf	\$6,500.00
50,001 sf-less than 100,000 sf	\$10,000.00
over 100,000 sf	\$20,000.00

Chart C	2
Building Size	<u>Fee</u>
0 sq ft to 25,000 sf	\$0.00
25,001 sf-to less than 50,000 sf	\$3,000.00
50,000 sf-less than 100,000 sf	\$10,000.00
over 100,000 sf	\$20,000.00

# New Water and Sewer Tap-on Fee Calculations-Chart C

	1	1		Fee Calculations-Cha		1		1				1
Municipality:	<u>Channahon</u>	Joliet	Shorewood	<u>Lockport</u>	<u>Minooka</u>	<u>Plainfield</u>	<u>Romeoville</u>	Crest Hill (Current)	Crest Hill-Option 1	Crest Hill-Option 2	Crest Hill-Option 3	Surrounding
Water Tap On Fee												<u>Surrounding</u> Communities Average
Residential (3.5 Min)	\$3,090.00	\$4,550.00	\$3,834.00	\$4,000.00	\$4,900.00	\$3,305.00	\$4,000.00	\$7,313.15	\$4,025.00	\$4,025.00	\$4,025.00	\$3,954.14
Multiple Dwelling (3.5 Min) Per Unit	\$3,090.00	\$4,550.00	\$3,834.00	\$5,100.00	\$4,900.00	\$3,305.00	\$4,000.00	\$7,313.15	\$4,025.00	\$4,025.00	\$4,025.00	\$4,111.29
Residental from Ordinance-Water (2024 Rates)	Flat Fee	Flat Fee (4250) + Tap Fee by Size	Flat Fee	Flat Fee	Flat Fee	Based on Meter Size	Flat Fee	PE x \$4,178.94/2 (see note 1) [Min PE 3.5]	Flat Fate	Flat Fate	Flat Fate	
Commercial Water Examples												
15 PE- 3200 sq ft (Fast Food)[2" Tap-2" Meter]	\$29,818.50	\$6,050.00	\$6,084.00	\$18,200.00	\$21,100.00	\$4,280.00	\$6,600.00	\$31,342.05	\$15,000.00	\$13,500.00	\$16,500.00	\$13,161.79
25 PE-5000 sq ft (restaurant )[2" Tap-2" Meter]	\$29,818.50	\$6,050.00	\$9,084.00	\$30,000.00	\$35,000.00	\$4,280.00	\$11,000.00	\$52,236.75	\$25,000.00	\$20,000.00	\$27,500.00	\$17,890.36
12PE-10,000 sq ft (Medical)[6" Tap-2" Meter]	\$47,895.00	\$9,950.00	\$10,084.00	\$22,000.00	\$16,800.00	\$4,280.00	\$5,280.00	\$25,073.64	\$12,000.00	\$16,100.00	\$13,200.00	\$16,612.71
40PE at 25000 sq ft (Office)[6" Tap-2"Meter]	\$47,895.00	\$9,950.00	\$10,084.00	\$65,000.00	\$56,000.00	\$4,280.00	\$17,600.00	\$83,578.80	\$40,000.00	\$38,500.00	\$44,000.00	\$30,115.57
8.5PE-50,000 sq ft (Warehouse)[6" Tap-2"Meter]	\$47,895.00	\$9,950.00	\$10,084.00	\$58,500.00	\$11,900.00	\$4,280.00	\$4,000.00	\$17,760.50	\$20,000.00	\$19,600.00	\$23,200.00	\$20,944.14
12PE-100,000 sp ft (Warehouse)[6" Tap-2"Meter]	\$47,895.00	\$9,950.00	\$10,084.00	\$112,000.00	\$16,800.00	\$4,280.00	\$5,280.00	\$25,073.64	\$27,000.00	\$29,600.00	\$33,200.00	\$29,469.86
Commercial from Ordinance-Water (2024)	Based on Service size & Meter Size	\$4250+ Water Tap Size Fee	\$4834 + water line size charge + \$3k fire sprinkler service line	Combination of \$1k/1 PE plus \$1/sq ft	PE x \$1400	Based on Meter Size	\$440/PE-Min Charge \$4000	PE x \$4,178.94/2 (see note 1) [Min PE 8.5]	Commercial \$1000 per PE plus Fixed Fee (See Chart A) plus water meter cost (Min 12PE)		Commercial \$1100 per PE plus Fixed Fee (See Chart C) plus water meter cost (Min 12PE)	
Municipality:	<u>Channahon</u>	<u>Joliet</u>	Shorewood	Lockport	<u>Minooka</u>	<u>Plainfield</u>	<u>Romeoville</u>	Crest Hill (Current)	Crest Hill-Option 1	Crest Hill-Option 2	Crest Hill-Option 3	
Residential -Sewer Tap On Fee												Surrounding Communities Average
Residential (3.5min)	\$5,063.00	\$3,250.00	\$2,940.00	\$4,200.00	\$4,900.00	\$4,200.00	\$4,000.00	\$7,313.15	\$4,025.00	\$4,025.00	\$4,025.00	\$4,079.00
Multiple Dwelling Unit (3.5 min)	\$5,063.00	\$3,250.00	\$2,940.00	\$3,145.00	\$4,900.00	\$4,200.00	\$4,000.00	\$7,313.15	\$4,025.00	\$4,025.00	\$4,025.00	\$3,928.29
Residental from Ordinance-Sewer (2024 Rates)	Flat Fee	Flat Fee	Flat Fee	Flat Fee	Flat Fee	Based on 1200 per PE. Min charge \$1500	Flat Fee	PE x \$4,178.94/2 (see note 1) [Min PE 3.5]	Flat Fate	Flat Fate	Flat Fate	
Commercial Examples Sewer												
15 PE- 3200 sq ft (Fast Food)[2" Tap-2" Meter]	\$31,596.00	\$3,250.00	\$15,000.00	\$18,200.00	\$21,100.00	\$18,000.00	\$6,600.00	\$31,342.05	\$15,000.00	\$13,500.00	\$16,500.00	\$16,249.43
25 PE-5000 sq ft (restaurant )[2" Tap-2" Meter]	\$31,595.00	\$3,250.00	\$25,000.00	\$30,000.00	\$35,000.00	\$30,000.00	\$11,000.00	\$52,236.75	\$25,000.00	\$20,000.00	\$27,500.00	\$23,692.14
12PE-10,000 sq ft (Medical)[6" Tap-2" Meter]	\$43,748.00	\$3,250.00	\$12,000.00	\$22,000.00	\$16,800.00	\$14,400.00	\$5,280.00	\$25,073.64	\$12,000.00	\$16,100.00	\$13,200.00	\$16,782.57
40PE at 25000 sq ft (Office)[6" Tap-2"Meter]	\$43,748.00	\$3,250.00	\$40,000.00	\$65,000.00	\$56,000.00	\$48,000.00	\$17,600.00	\$83,578.80	\$40,000.00	\$38,500.00	\$44,000.00	\$39,085.43
8.5PE-50,000 sq ft (Warehouse)[6" Tap-2"Meter]	\$43,748.00	\$3,250.00	\$8,500.00	\$58,500.00	\$11,900.00	\$10,200.00	\$4,000.00	\$17,760.50	\$20,000.00	\$19,600.00	\$23,200.00	\$20,014.00
12PE-100,000 sq ft (Warehouse)[6" Tap-2"Meter]	\$43,748.00	\$3,250.00	\$12,000.00	\$112,000.00	\$16,800.00	\$14,400.00	\$5,280.00	\$25,073.64	\$27,000.00	\$29,600.00	\$33,200.00	\$29,639.71
Commercial from Ordinance-Sewer (2024)	Based on Service size &	Flat Fee \$3250	\$1000 per PE (\$3000 min)	Combination of \$1k/1 PE plus \$1/sq ft	PE x \$1400	Based on 1200 per PE. Min	\$440/PE-Min Charge \$4000	PE x \$4,178.94/2 (see note 1)	Commercial \$1000 per PE plus fixed fee (See Chart A) (Min	Commercial \$800 per PE plus Fixed Fee (See Chart B) plus water	Commercial \$1100 per PE plus Fixed Fee (See Chart C) plus water	

# Agenda Memo





Meeting Date:	January 27, 2025
Submitter:	Ronald J Wiedeman
Department:	Engineering
Agenda Item:	AN ORDINANCE authorizing the issuance of Waterworks and Sewerage Revenue Bonds of the City of Crest Hill, Will County, Illinois, in an aggregate principal amount not to exceed \$4,400,000

**Summary:** As part of the process to secure funding for the Capital projects required for the city's switch to Lake Michigan Water Supply, approve of the attached ordinance is required.

**Recommended Council Action:** AN ORDINANCE authorizing the issuance of Waterworks and Sewerage Revenue Bonds of the City of Crest Hill, Will County, Illinois, in an aggregate principal amount not to exceed \$4,400,000

# **Financial Impact:**

Funding Source: Water Fund

Budgeted Amount: n/a

**Cost:** n/a

**Attachments:** 

Authorizing Ordinance dated 1-23-2025

### NOTICE OF INTENT TO ISSUE BONDS AND RIGHT TO FILE PETITIONS

Notice is hereby given that pursuant to Ordinance No. \_\_\_\_\_\_, adopted on the 3rd day of February, 2025 (the "Ordinance"), the City of Crest Hill, Will County, Illinois (the "City"), intends to issue its Waterworks and Sewerage Revenue Bonds in an aggregate principal amount not to exceed \$4,400,000 (the "Bonds") and bearing interest per annum at not to exceed the maximum rate authorized by law at the time of sale thereof, for the purpose of paying costs of improving the combined waterworks and sewerage system of the City (the "System"), as further described in the Ordinance. The Bonds would be payable solely from the revenues of the System. A complete copy of the Ordinance follows this notice.

Notice is hereby further given that if a petition signed by 1,087 or more electors of the City (the same being equal to 10% of the registered voters in the City) asking that the question of improving the System and the issuance of the Bonds therefor, be submitted to the electors of the City is filed with the City Clerk within thirty (30) days after the date of publication of this notice and the Ordinance, an election on the proposition to issue said bonds shall be held on the 17th day of March, 2026. The Circuit Court may declare that an emergency referendum should be held prior to said election date pursuant to the provisions of Section 2A-1.4 of the Election Code of the State of Illinois, as amended. If no such petition is filed with the City Clerk within said 30-day period, the Bonds shall be authorized to be issued.

By order of the City Council of the City of Crest Hill, Will County, Illinois.

Dated this 3rd day of February, 2025.

Christine Vershay-Hall City Clerk, City of Crest Hill, Will County, Illinois

### ORDINANCE NO.

AN ORDINANCE authorizing the issuance of Waterworks and Sewerage Revenue Bonds of the City of Crest Hill, Will County, Illinois, in an aggregate principal amount not to exceed \$4,400,000. Item 4.

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\* \* \*

WHEREAS, the City of Crest Hill, Will County, Illinois (the "*City*"), operates its combined waterworks and sewerage system (the "*System*") in accordance with the provisions of Division 139 of Article 11 of the Illinois Municipal Code, as supplemented and amended, and in particular as supplemented by the Local Government Debt Reform Act, as amended (collectively, the "*Act*"); and

WHEREAS, the City Council of the City (the "Corporate Authorities") have determined that it is advisable, necessary and in the best interests of the public health, safety and welfare to undertake certain improvements to the System, including cured in place water main lining and related projects, all in accordance with the plans and specifications prepared by the consulting engineers of the City, which Project has a useful life of at least 30 years, and approved by the Corporate Authorities and now on file in the office of the City Clerk, and to pay the engineering, legal, financial and administrative expenses related thereto (collectively, the "Project"); and

WHEREAS, the estimated cost of constructing and installing the Project, including engineering, legal, financial, bond discount, printing and publication costs, and other expenses, is not less than \$4,400,000, and there are insufficient funds on hand and lawfully available to pay such costs; and

WHEREAS, it is necessary and for the best interests of the City that the Project be undertaken and in order to finance the costs thereof it will be necessary for the City to issue up to \$4,400,000 bonds payable from the revenues of the System as authorized by the Act and maturing not later than 30 years after their issuance (the *"Bonds"*); and WHEREAS, the City expects to issue the Bonds in connection with a loan or loans offered or to be offered by the State of Illinois (the "*State*"), acting through the Illinois Environmental Protection Agency (the "*IEPA*"), through the Water Supply Loan Program (the "*Loan Program*") of the State pursuant to Title 35 Ill. Adm. Code Part 662 (the "*Public Water Supply Program Regulations*"), for the purpose of paying certain eligible costs of the Project; and

WHEREAS, such loans may be made pursuant to a loan agreement or agreements and bond ordinance or ordinances, with such terms and conditions as may be provided by the IEPA, and it is necessary and advisable to authorize the acceptance of said loan and the execution of appropriate loan documents:

Now, THEREFORE, Be It Ordained by the City Council of the City of Crest Hill, Will County, Illinois, as follows:

Section 1. Incorporation of Preambles. The Corporate Authorities hereby find that all of the recitals contained in the preambles to this Ordinance are full, true and correct and do incorporate them into this Ordinance by this reference.

Section 2. Determination to Issue Bonds. It is necessary and in the best interests of the City to undertake the Project for the public health, safety and welfare, in accordance with the preliminary plans and estimate of costs as hereinabove described, that the System continue to be operated in accordance with the provisions of the Act, and that for such purpose, there are hereby authorized to be issued and sold the Bonds in an aggregate principal amount not to exceed \$4,400,000.

Section 3. Publication. This Ordinance, together with a notice in the statutory form (the "Notice"), shall be published once within ten (10) days after passage hereof by the Corporate Authorities in the *Herald-News*, the same being a newspaper of general circulation in the City, and if no petition, signed by 1,087 electors, being equal to ten percent (10%) of the number of

registered voters in the City, asking that the question of improving the System and issuance of the Bonds therefor, as provided in this Ordinance, be submitted to the electors of the City is filed with the City Clerk within thirty (30) days after the date of the publication of this Ordinance and the Notice, then this Ordinance shall be in effect.

Section 4. Additional Ordinances. If no petition meeting the requirements of applicable law is filed during the petition period hereinabove referred to, then the Corporate Authorities may adopt additional ordinances or proceedings supplementing or amending this Ordinance providing for the issuance and sale of the Bonds, prescribing all the details of the Bonds, so long as the maximum amount of the Bonds as set forth in this Ordinance is not exceeded and there is no material change in the Project or purposes described herein. Such additional ordinances or proceedings shall in all instances become effective in accordance with applicable law. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for the issuance of the Bonds under applicable law.

However, notwithstanding the above, the City may not adopt additional ordinances or amendments which provide for any substantive or material change in the scope and intent of this Ordinance, including but not limited to interest rate, preference or priority of any other ordinance with this Ordinance, parity of any other ordinance with this Ordinance, or otherwise alter or impair the obligation of the City to pay the principal and interest due to the Program without the written consent of the IEPA.

Section 5. Loan Not Indebtedness of the City. Repayment of the Bonds to the IEPA by the City pursuant to this Ordinance is to be solely from the revenue derived from the revenues of the System, and neither the Bonds nor the Loan constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation.

Section 6. Application for Loan. The Mayor is hereby authorized to make application to the IEPA for a Loan through the Program, in accordance with the loan requirements set out in the Public Water Supply Program Regulations.

Section 7. Acceptance of Loan Agreement; Execution of Loan Agreement. The Corporate Authorities hereby authorize acceptance of the offer of a Loan through the Program, including all terms and conditions of the Loan Agreement as well as all special conditions contained therein and made a part thereof by reference. The Corporate Authorities further agree that the Loan funds awarded shall be used solely for the purposes of the Project as approved by the IEPA in accordance with the terms and conditions of the Loan Agreement.

The Mayor is hereby authorized and directed to execute the Loan Agreement with the IEPA. The Corporate Authorities may authorize by ordinance a person other than the Mayor for the purpose of authorizing or executing any documents associated with payment requests or reimbursements from the IEPA in connection with the Loan.

Section 8. Outstanding Obligations. The City has outstanding certain obligations payable from revenues of the System. Its outstanding General Obligation Refunding Bonds (Waterworks and Sewerage System Alternate Revenue Source) (the "Prior Senior Lien Bonds"), have a lien on the revenues of the System that are senior to the lien on the revenues for the Bonds authorized by this Ordinance. In addition, the City has heretofore entered into and there is now outstanding the the 2022 loan agreement (L175735) with the IEPA that have a lien on parity with the revenues for the Bonds authorized by this Ordinance. The City will continue to fund the necessary amounts in its Junior Bond Reserve Account to provide the coverage and reserve necessary in accordance with the Public Water Supply Program Regulations.

*Section 9. Severability.* If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

Section 10. Repealer; Effective Date. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed; and this Ordinance shall be effective immediately.

ADOPTED by the Corporate Authorities on the 3rd day of February, 2025.

AYES:

NAYS:

ABSENT:

APPROVED on February 3, 2025

/s/ Raymond R. Soliman Mayor, City of Crest Hill, Will County, Illinois

PUBLISHED in the *Herald-News* on February \_\_\_\_, 2025.

RECORDED in the City Records on February 3, 2025.

Attest:

/s/ Christine Vershay-Hall City Clerk, City of Crest Hill, Will County, Illinois

# Agenda Memo



**Crest Hill, IL** 

Meeting Date:	January 27,2025
Submitter:	Ronald J Wiedeman
Department:	Engineering
Agenda Item:	Approve a resolution for an intergovernmental agreement for the maintenance and energy of traffic signals at the intersection of Weber road (CH88) and Randich in the County of Will.

**Summary:** The existing IGA between the City and the County is to expire this January 20, 2025 for the existing signals at Weber and Randich Road.

Attached is a new agreement that has all of the same terms and conditions as the previous IGA. Agreement highlights are as follows:

- Weber Road under the jurisdiction of Will County
- Randich Road under the jurisdiction of Crest Hill
- Routine maintenance shall be the responsibility of Will County.
- A portion of said routine maintenance costs will be paid by the City of Crest Hill. The City will be invoiced at a rate of \$170.55 per month billed on a semiannual basis.
- Future maintenance costs shall be invoiced at the same unit price as paid by the County pursuant to the then effective traffic signal maintenance contract(s). Should the unit price as paid by the COUNTY for COUNTY traffic signal maintenance contracts increase, the COUNTY shall provide (30) days written notice of the increase to the CREST HILL.
- The County will be responsible for repairs due to motor vehicles, weather or any other "Act of God" and shall invoice the CREST HILL for all said costs of repair, less any reimbursement received by the COUNTY from insurance or otherwise, which the COUNTY agrees to use reasonable efforts to pursue.

• CREST HILL shall be responsible for the energy costs required by the IMPROVEMENTS, for which the COUNTY shall invoice CREST HILL on a semiannual basis. Energy costs invoiced to CREST HILL shall be the same unit price as paid by the COUNTY under the COUNTY energy cost contract in effect at that time. Should the unit price as paid by the COUNTY under the COUNTY under the COUNTY energy cost contracts increase, the COUNTY shall provide thirty (30) days' written notice of the increase to CREST HILL.

**Recommended Council Action:** Approve a resolution for an intergovernmental agreement for the maintenance and energy of traffic signals at the intersection of Weber road (CH88) and Randich in the County of Will.

### **Financial Impact:**

Funding Source: General Fund (01-03-5351)

Budgeted Amount \$160,000.00

**Cost:** \$2046.60 plus Energy Costs

## **Attachments:**

Resolution App. IGA with County for Weber-Randich(12-16-24)

CH88 at Randich Draft IGA-Final

### **RESOLUTION NO.**

# A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR THE MAINTENANCE AND ENERGY OF TRAFFIC CONTROL SIGNALS AT THE INTERSECTION OF WEBER ROAD (CH 88) AND RANDICH ROAD IN THE CITY OF CREST HILL, WILL COUNTY, ILLINOIS

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

**WHEREAS**, the Illinois Intergovernmental Cooperation Act authorizes municipalities to exercise jointly with any public agency of the State, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities, and undertakings; and

**WHEREAS**, Article VII, Section 10, of the Constitution of the State of Illinois of 1970 provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance; and

**WHEREAS,** the County of Will is a body corporate and politic (hereinafter referred to as the "COUNTY"); and

WHEREAS, the City of Crest Hill ("CREST HILL"), to facilitate the free flow of traffic and provide safety to the motoring public, previously determined that it is in the best interests of the citizens and residents of Crest Hill to enter into an Intergovernmental Agreement with County of Will ("WILL COUNTY") for the construction and maintenance of an improved, signalized intersection at County Highway 88 (Weber Road) and Randich Road, which was previously known as Longmeadow Drive ("IMPROVEMENT"); and

WHEREAS, CREST HILL and WILL COUNTY on or about January 10, 2005 previously approved and executed an Intergovernmental Agreement regarding the construction and maintenance of the IMPROVEMENT, which was approved by the City of Crest Hill City Council by Resolution 634; and

WHEREAS, the previously approved and executed Intergovernmental Agreement is set to expire on January 10, 2025, necessitating action to establish a new intergovernmental agreement between CREST HILL and WILL COUNTY governing maintenance and energy costs for the IMPROVEMENT; and

**WHEREAS**, Weber Road (County Highway 88) at the location of the IMPROVEMENT is currently and shall remain under the jurisdiction of WILL COUNTY; and

**WHEREAS**, Randich Road at the location of the improvement is currently and shall remain under the jurisdiction of CREST HILL; and

WHEREAS, WILL COUNTY AND CREST HILL have elected to cooperate with each other and set forth the rights and responsibilities of each party regarding the continued maintenance and energy cost of the IMPROVEMENT following the expiration of the current Intergovernmental Agreement pursuant to their statutory and Constitutional powers and authority described herein.

**WHEREAS**, the City Council has reviewed the Intergovernmental Agreement, attached to and incorporated herein as Exhibit A, and has determined that the conditions, terms, and provisions of the Intergovernmental 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 Intergovernmental Agreement with WILL COUNTY.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Crest Hill, Illinois, pursuant to its statutory and Constitutional 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: INTERGOVERNMENTAL AGREEMENT APPROVED**. The City Council hereby finds and declares that the conditions, terms, and provisions of the Intergovernmental Agreement (<u>Exhibit A</u>) 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 Intergovernmental 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 Intergovernmental Agreement with WILL COUNTY.

**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 3rd DAY OF FEBRARY, 2025.

	Aye	Nay	Absent	Abstain
Alderwoman Jennifer Methvin				
Alderman Scott Dyke				
Alderwoman Claudia Gazal				
Alderman Darrell Jefferson				
Alderperson Tina Oberlin				
Alderman Mark Cipiti				
Alderman Nate Albert				
Alderman Joe Kubal				
Mayor Raymond R. Soliman				
5 5				

Christine Vershay-Hall, City Clerk

APPROVED THIS 3rd DAY OF FEBUARY, 2025.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

Item 5.

# **EXHIBIT A**

# **EXHIBIT A**

# INTERGOVERNMENTAL AGREEMENT FOR THE MAINTENANCE AND ENERGY OF TRAFFIC SIGNALS AT THE INTERSECTION OF WEBER ROAD (CH 88) AND RANDICH ROAD IN THE COUNTY OF WILL

**WHEREAS**, the County of Will is a body corporate and politic (hereinafter referred to as the "COUNTY"); and

WHEREAS, the City of Crest Hill is a Municipal Corporation and situated in Will County, (hereinafter referred to as "CREST HILL") under and by virtue of the Constitution and laws of the State of Illinois, and has acted in the exercise of its legal authority with regard to this Agreement; and

WHEREAS, Article VII, Section 10, of the Constitution of the State of Illinois of 1970 provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance; and

WHEREAS, The Illinois Intergovernmental Cooperation Act, (Illinois Compiled Statutes, Chapter 5, Section 220/1 et. seq.), authorizes municipalities to exercise jointly with any public agency of the State, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities, and undertakings; and

WHEREAS, the COUNTY and CREST HILL, in order to facilitate the free flow of traffic and ensure safety to the motoring public, desire to continue the maintenance of an improved, signalized intersection at Weber Road (County Highway 88) and Randich Road, which improvement was previously authorized by the COUNTY and CREST HILL through an Intergovernmental Agreement dated January 10, 2005, which Intergovernmental Agreement brought forth the construction of intersection improvements consisting of the traffic signal, emergency vehicle preemption, and other appurtenances (hereinafter referred to as the "IMPROVEMENT"); and

WHEREAS, CREST HILL desires to continue maintenance of the existing emergency vehicle preemption system installed at the intersection of Weber Road (County Highway 88) and Randich Road as part of the IMPROVEMENT; and

WHEREAS, the previous Intergovernmental Agreement, dated January 10, 2025, which included responsibilities governing the maintenance of the IMPROVEMENT, was set to expire on January 20, 2025, thereby necessitating action to establish a new Intergovernmental Agreement between the COUNTY and CREST HILL governing the maintenance of the IMPROVEMENT; and

WHEREAS, Weber Road (County Highway 88) is under the jurisdiction of the COUNTY; and

WHEREAS, Randich Road, formerly known as Longmeadow Drive, is under the jurisdiction of CREST HILL;

**NOW THEREFORE,** in consideration of the mutual promises, obligations and undertakings set forth herein, the COUNTY and CREST HILL (hereinafter collectively referred to as "PARTIES") AGREE AS FOLLOWS:

- 1. All PARTIES agree and recognize that the IMPROVEMENT was previously constructed in a manner approved by all PARTIES. All PARTIES also agree and recognize that the upcoming expiration of the January 10, 2005 Intergovernmental Agreement necessitates the execution of a new Intergovernmental Agreement.
- 2. All PARTIES agree that the COUNTY shall be responsible for the performance of routine maintenance of the IMPROVEMENT in accordance with COUNTY'S standard maintenance contract, and CREST HILL shall be responsible for payment to the COUNTY for said routine maintenance costs, which shall be invoiced by the COUNTY to CREST HILL on a semiannual basis. Invoices to CREST HILL for routine maintenance shall initially be invoiced at a total rate of \$170.55 per month. Future maintenance costs shall be invoiced at the same unit price as paid by the COUNTY pursuant to the then effective traffic signal maintenance contract(s). Should the unit price as paid by the COUNTY for COUNTY traffic signal maintenance contracts increase, the COUNTY shall provide (30) days' written notice of the increase to CREST HILL.
- 3. All PARTIES agree that the COUNTY shall repair or cause to be repaired damage to the IMPROVEMENTS caused by motor vehicles, weather, or any other "Act of God" and shall invoice CREST HILL for all said costs of repair, less any reimbursement received by the COUNTY from insurance or otherwise, which the COUNTY agrees to use reasonable efforts to pursue any viable insurance claims.
- 4. CREST HILL shall be responsible for the energy costs required by the IMPROVEMENTS, for which the COUNTY shall invoice CREST HILL on a semiannual basis. Energy costs invoiced to CREST HILL shall be the same unit price as paid by the COUNTY under the COUNTY energy cost contract in effect at that time. Should the unit price as paid by the COUNTY under the COUNTY under the COUNTY energy cost contracts increase, the COUNTY shall provide thirty (30) days' written notice of the increase to CREST HILL.
- 5. CREST HILL shall, at its sole expense, be responsible for all future maintenance of the emergency vehicle preemption system installed with the IMPROVEMENTS.
- 6. The COUNTY shall retain jurisdiction of Weber Road.
- 7. CREST HILL shall retain jurisdiction of Randich Road.

- 8. If the State of Illinois adopts any amendment, addition, deletion or other change to the "ILLINOIS SUPPLEMENT TO THE NATIONAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", CREST HILL, at its sole expense, shall make the necessary alterations to the IMPROVEMENT to bring it into conformance with current standards.
- 9. The COUNTY shall have no obligations or responsibilities relating to the IMPROVEMENT other than as explicitly provided in this Agreement.
- 10. This document shall be the final embodiment of the Agreement by and between the COUNTY and CREST HILL. No oral changes or modifications for this Agreement shall be permitted or allowed. Except for written changes to the identity of Party Representatives to receive Notice pursuant to Paragraph 14, changes or modification to this Agreement shall be made only in writing and upon the necessary and proper signature of the COUNTY and CREST HILL.
- 11. In the event that a court of competent jurisdiction shall hold any provisions of this Agreement invalid or unenforceable, such holdings shall not invalidate or render unenforceable any other provision hereto.
- 12. This Agreement shall be binding upon and inure to the benefits of the parties hereto, their successors and assigns.
- 13. Venue for any legal action arising out of this agreement shall be in the courts of the Twelfth Judicial Circuit, Will County, Illinois.
- 14. Any notices under this Agreement shall be sent as follows:

If to the County:

Will County Engineer Will County Division of Transportation 16841 West Laraway Road Joliet, IL 60433 Will County State's Attorney Attention: Civil Division 57 N. Ottawa Street, 5<sup>th</sup> Floor Joliet, Illinois 60432

If to CREST HILL:

City of Crest Hill Director of Public Works 2090 Oakland Avenue Crest Hill, IL 60403

With a Copy to: (continues on next page) City Administrator 20600 City Center Blvd. Crest Hill, IL 60403 With a Copy to: City Attorney Spesia & Taylor 1415 Black Road Joliet, IL 60435

The PARTIES agree that each shall be responsible to notify the other in writing of any changes to the requirements for notification procedures, be they changes to the list of parties requiring notification or changes to the means by which notifications are made.

15. This AGREEMENT may be executed in one or more counterparts, each of which will be deemed an original, but all of which will constitute one instrument.

Dated at Joliet, Illinois this	_day of _		, 202	<u>.</u>
WILL COUNTY			ATTEST	
Will County Executive		Will Count	ty Clerk	
				(Seal)
Dated at, Illinoi	s, this	_day of		, 202
CITY OF CREST HILL			ATTEST	
Mayor		City	v Clerk	
1114 9 01		City		

Agenda Memo



**Public Works Department** 

**City of Crest Hill** 

1/21/2025
Julius Hansen, Interim Director of Public Works
Public Works
West STP Change Order Summary

# **Summary:**

The following change orders 1-8 have been taken place during the construction of the West STP. Each of these change orders and a detailed description have been attached. Change Order 1 was disproportionately large due to "value engineering," to remove items from the contract for the purposes of reducing the total loan amount. Change Order 3 is another deduction equaling \$1,179,862 in total deductions. The following signed off on these change orders:

- Change Orders 1 through 2 were under Public Works Director Siefert.
- Change Orders 3 through 4 were under Public Works Director Kline
- Change Orders 5 through 7 were under Interim Public Works Director Eulitz.

Item 6.

West Sewage Tr	eatment Pl	ant - Change Oı	rder Summary	
Change Order	Туре	Value		Change In Contract Time?
1	Deduct	\$	(1,338,041)	No
2	Add	\$	19,757	No
3	Deduct	\$	(6,933)	No
4	Add	\$	43,398	No
5	Add	\$	9,772	No
6	Add	\$	36,428	No
7	Deduct	\$	-	No
8	Add	\$	55,757	No
Total	Deduct	\$	(1,179,862)	

• Substantial Completion remains at June 1, 2026 and Final Completion remains at December 1, 2026. The Contractor is currently on time. It will be a very busy summer/fall at the site.

**Recommended Council Action:** To approve the change orders 1-7 as described in the table provided (change order 8 was approved on 1/20/25).

# Attachments:

Change orders 1-8 with cover letter from Stand Engineering.





August 2, 2023

Mr. Blaine Kline, Assistant Director of Public Works City of Crest Hill 20600 City Center Boulevard Crest Hill, IL 60403

Re: West Sewage Treatment Plant Improvements Change Order No. 3 City of Crest Hill, Illinois (City)

Dear Blaine,

Three copies of the enclosed Change Order No. 3 have been delivered to Vissering Construction Company (Contractor) for review and signature. If approved, please sign all three copies, return two copies to Strand Associates, Inc.<sup>®</sup> (Strand), and keep one copy for City records. All items in Change Order No. 3 are in the best interest of the City to be included. The following is a summary of the changes.

Item 3a deducts cost from the construction Contract for moving the air piping to the other side of the North Digester. The change was due to an unforeseen conflict with the telescoping valves. The change decreases the total amount of air piping needed.

Item 3b deducts cost from the construction Contract for downsizing the yard chlorine piping. This was due to the change in pump sizing after the review of the pump curves during the shop drawing process.

Item 3c deducts cost from the construction Contract for the change of telescoping valve material. This change was due to a request from the manufacturer's representative. The change from type 316 to 304 stainless steel reduced equipment lead times.

Item 3d deducts cost from the construction Contract for the input and output (I/O) changes related to return activated sludge (RAS) splitter structure motor-operated valves. These valves are modulating service. Thus, they do not require open or close feedback.

Item 3e is a no-cost change to the construction Contract for the I/O changes related to the centrifuge motorized ball valves. The valves communicate with the centrifuge panels via ethernet. Thus, they are not being hardwired.

Item 3f adds cost to the construction Contract for the additional light switches at the E70 Dewatering and Operations Building. This was due to the improvement of laboratory lighting functionality and the room occupancy sensors.

Item 3g adds cost to the construction Contract for the addition of snap-trim to the E70 Dewatering and Operation Building windows. This was due to an unforeseen conflict in the window detailing.

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Mr. Blaine Kline, Assistant Director of Public Works City of Crest Hill Page 2 August 2, 2023

Item 3h deducts cost from the construction Contract for the reduction of Structure 77 valve vault size. This was due to the savings proposed from the Contractor to downsize the vault. Some fittings and valves are now buried in the yard.

Item 3i adds cost to the construction Contract for the H-Pile removal below the existing primary clarifiers. This was due to unforeseen belowgrade conditions. The existing clarifier was built in the 1950s and the blueprints available lacked belowgrade detail. The piles likely secured the structure to the bedrock below, which could not have been known from the geotechnical investigation that was done.

Change Order No. 3 deducts \$6,933. The total value of all change orders is a deduct of \$1,325,217. Change Order No. 3 does not include a modification to the project schedule.

If you have any questions, please call 815-744-4200.

Sincerely,

STRAND ASSOCIATES, INC.® mic Haltono

Dominic L. Gattone P.E.

Enclosures

# Strand Associates,

Item 6. 1170 South Houbolt Joliet, IL 60431 (P) 815.744.4200 www.strand.com



August 1, 2023

# CHANGE ORDER NO. 3

West Sewage Treatment Plant Improvements
City of Crest Hill, Illinois
1-2022
Vissering Construction Company

# **Description of Change**

3a	Work described in the enclosed Contractor's Cost Proposal Request (CPR) 002 (dated March 29, 2023) and enclosed Engineer's CPR 002 (dated March 7, 2023), including the credit for moving of air piping to other side of the North Digester.	(DEDUCT)	(\$7,343)
3b	Work described in the enclosed Contractor's CPR 003 (dated May 18, 2023) and enclosed Engineer's CPR 003 (dated March 7, 2023), including the credit for downsizing yard chlorine piping.	(DEDUCT)	(\$3,328)
3c	Work described in the enclosed Contractor's CPR 004 (dated March 29, 2023) and enclosed Engineer's CPR 004 (dated March 7, 2023), including the credit for the change to telescoping valve material.	(DEDUCT)	(\$3,081)
3d	Work described in the enclosed Contractor's CPR 005 (dated March 29, 2023) and enclosed Engineer's CPR 005 (dated March 8, 2023), including the credit for input and output (I/O) changes related to the return activated sludge (RAS) splitter structure motor-operated valves (MOV).	(DEDUCT)	(\$1,230)
3e	Work described in the enclosed Contractor's CPR 006 (dated March 29, 2023) and enclosed Engineer's CPR 006 (dated March 8, 2023), including the credit for I/O changes related to centrifuge motorized ball valves. This is a no cost change.	ADD	\$0

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City of Crest Hill–Vissering Construction Company Contract 1-2022, Change Order No. 3 Page 2 August 1, 2023

August	1, 2023		
3f	Work described in the enclosed Contractor's CPR 007 (dated March 29, 2023) and enclosed Engineer's CPR 007 (dated March 16, 2023), related to the work for additional light switches at the E70 Dewatering and Operations Building.	ADD	\$1,198
3g	Work described in the enclosed Contractor's CPR 008 (dated May 25, 2023) and enclosed Engineer's CPR 008 (dated May 2023, 2023), related to the work for E70 Dewatering and Operations Building window trim detail.	ADD	\$6,840
3h	Work described in the enclosed Contractor's Change Order Request (COR) 003 (dated May 17, 2023) including the credit for reduction of Structure 77 valve vault size.	(DEDUCT)	(\$1,313)
3i	Work described in the enclosed Contractor's COR 004 (dated May 19, 2023) related to the work for H-Pile removal below the existing primary clarifier.	ADD	\$1,324
TOTA	L VALUE OF THIS CHANGE ORDER:	(DEDUCT)	(\$6,933)
Contra	act Price Adjustment		
Previou Adjusti	al Contract Price us Change Order Adjustments ment in Contract Price this Change Order t Contract Price including this Change Order		\$50,640,000 (\$1,318,284) (\$6,933) \$49,314,783
Contra	act Substantial Completion Date Adjustment		
Contra Contra	al Contract Substantial Completion Date ct Substantial Completion Date Adjustments due to previou ct Substantial Completion Date Adjustments due to this Ch t Substantial Contract Completion Dates including all Char	ange Order	December 1, 2024 548 days 0 days June 1, 2026
Contra	act Final Completion Date Adjustment		
Contra Contra	al Contract Final Completion Date ct Final Completion Date Adjustments due to previous Cha ct Final Completion Date Adjustments due to this Change ( t Final Contract Completion Dates including all Change Or	Order	March 1, 2025 640 days 0 days December 1, 2026

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# Strand Associates, Inc.®

Item 6.

City of Crest Hill-Vissering Construction Company Contract 1-2022, Change Order No. 3 Page 3 August 1, 2023

This document shall become a supplement to the Contract and all provisions will apply hereto.

## RECOMMENDED

ENGINEER-Strand Associates, Inc.®

APPROVED

CONTRACTOR-Vissering Construction Company

APPROVED

OWNER-City of Crest Hill, Illinois

8-1-2023 Date

08/02/2023

Date

8-9-23

Date





May 9, 2024

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

Re: West Sewage Treatment Plant (STP) Improvements Change Order (CO) No. 5 City of Crest Hill, Illinois (City)

Dear Mike,

Three copies of the enclosed CO No. 5 have been delivered to Vissering Construction Company (Contractor) for review and signature. If approved, please sign all three copies, return two copies to Strand Associates, Inc.<sup>®</sup> (Strand), and keep one copy for the City's records. The items in CO No. 5 are in the best interest of the City to be included. The following is a summary of the changes.

Item 5a adds cost to the Construction Contract for modifications to the Structure E70 fume hood fan, related duct routing, and a new exhaust damper. This addition was included due to inconsistencies from the shop drawing review of the laboratory fume hood and as well as code-required exhaust distances from mandoors.

Item 5b deducts cost from the Construction Contract for the removal of the Structure 47 mud valves and associated underdrain piping. Provisions are included in the structure for the use of sump pumps if individual channels were needed to be pumped dry. Therefore, the mud valves and piping were not necessary.

Item 5c adds cost to the Construction Contract for City-requested temporary air piping repairs to the aeration tanks. The City required this work to continue to meet its wastewater treatment permit, because of the age and condition of the existing air piping. This temporary piping will be replaced by permanent piping routed to a new air delivery system as part of the ongoing project.

Item 5d is a no-cost change that clarifies Item 1v (29) from CO No. 1. The enclosed document states that Engineer and Contractor's intention was to remove the glazed block from Structures 50 and E70, and that the provided credit encompassed this value. An error was made on CO No. 1, stating that the credit was only for E70.

Item 5e deducts cost from the Construction Contract for Item 4f from CO No. 4. Previously, the ultraviolet disinfection equipment and related control panels were to be relocated within Structure E70. Therefore, Item 4f is no longer valid and is being removed. A new panel location will be established, and a credit will be forthcoming in a future CO.

Item 5f adds cost to the Construction Contract for relocation of the water source heat pump (WSHP-E70-01) in the Motor Control Center (MCC) Room 7006 to the Centrifuge Room 7005, as well as associated ductwork changes. This change is being made to improve access to electrical

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Mr. Mike Eulitz, Interim Director of Public Works City of Crest Hill Page 2 May 9, 2024

equipment in the MCC Room, as well as to improve access to the water source heat pump unit for maintenance needs.

CO No. 5 adds \$9,772. The total value of all change orders is a deduct of \$1,272,047. CO No. 5 does not include a modification to the construction schedule.

If you have any questions, please call 815-744-4200.

Sincerely,

STRAND ASSOCIATES, INC.®

Dominic Hattone

Dominic L. Gattone P.E.

Enclosures





May 9, 2024

CHANGE ORDER NO. 5

PROJECT:	West Sewage Treatment Plant (STP) Improvements
OWNER:	City of Crest Hill, Illinois
CONTRACT:	1-2022
CONTRACTOR:	Vissering Construction Company

### **Description of Change**

5a	Work described in the enclosed Contractor's Cost Proposal Request (CPR) 018 (dated March 15, 2024) related to modifications to the Structure E70 Fume Hood Fan, duct routing, and exhaust damper.	ADD	\$9,427
5b	Work described in the enclosed Contractor's CPR 019 (dated February 19, 2024), including the credit related to removal of the Structure 47 mud valves and associated piping.	(DEDUCT)	(\$10,881)
5c	Work described in the enclosed Contractor's CPR 022 (dated April 9, 2024) for temporary air piping repair and rerouting to the aeration tanks.	ADD	\$10,566
5d	Clarification to work described in Change Order 1, Item 1v (29). The intent of the previously provided credit	ADD	\$0
	was to remove the glazed block from the project, including within Structure D50, as noted in the enclosed document "Cost Cutting Measures-Prelim Pricing–120922."		
5e	Work described in the enclosed Contractor's revised CPR 015 (dated January 24, 2024) related to the modification of spacing between the Structure 47 ultraviolet (UV) disinfection equipment and its respective	(DEDUCT)	(\$5,792)
	control panels within Structure E70. This was Item 4f from Change Order No. 4 (CO 4) related to the UV equipment. It is no longer required and thus the ADD from CO 4 is		
5f	now changed to a DEDUCT here. Work described in the enclosed Contractor's CPR 023 (dated May 7, 2024) for relocation of the Structure 70 heat pump from the Motor Control Center Room 7006 to the Centrifuge Room 7005 and associated ductwork changes.	ADD	\$6,452
TOTAL	VALUE OF THIS CHANGE ORDER:	ADD	\$9,772

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Item 6.

City of Crest Hill-Vissering Construction Company Contract 1-2022, Change Order No. 5 Page 2 May 9, 2024

### **Contract Price Adjustment**

,640,000
281,819)
\$9,772
,367,953

### **Contract Substantial Completion Date Adjustment**

Original Contract Substantial Completion Date	December 1, 2024
Contract Substantial Completion Date Adjustments due to previous Change Orders	548 days
Contract Substantial Completion Date Adjustments due to this Change Order	0 days
Current Substantial Contract Completion Dates including all Change Orders	June 1, 2026

### **Contract Final Completion Date Adjustment**

Original Contract Final Completion Date	March 1, 2025
Contract Final Completion Date Adjustments due to previous Change Orders	640 days
Contract Final Completion Date Adjustments due to this Change Order	0 days
Current Final Contract Completion Dates including all Change Orders	December 1, 2026

This document shall become a supplement to the Contract and all provisions will apply hereto.

### RECOMMENDED

ENGINEER-Strand Associates, Inc.®

**APPROVED** 

CONTRACTOR-Vissering Construction Company

APPROVEL ER-City of Crest Hill, Illinois

Date

<u>5/15/24</u> Date <u>5/28/24</u>

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

August 15, 2024

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

Re: West Sewage Treatment Plant (STP) Improvements Change Order (CO) No. 5 City of Crest Hill, Illinois (City)

Dear Mike,

Three copies of the enclosed CO No. 6 have been delivered to Vissering Construction Company (Contractor) for review and signature. If approved, please sign all three copies, return two copies to Strand Associates, Inc.<sup>®</sup> (Strand), and keep one copy for the City's records. The items in CO No. 6 are in the best interest of the City to be included. The following is a summary of the changes.

Item 6a adds cost to the Construction Contract for removal of sludge from the bottoms of existing Final Clarifier Nos. 3 and 4. The drain piping is not plumbed from the bottom of these clarifiers. Thus, residual solids were left after the City drained the tank to its lowest extent possible.

Item 6b adds cost to the Construction Contract for removal of sludge from the bottoms of existing Final Clarifier Nos. 1 and 2. While the drain piping is plumbed to the bottom of these clarifiers, there was leftover material, that the STP operators could not remove. The Contractor proceeded on a time and materials basis to remove the remaining material.

Item 6c adds cost to the Construction Contract for caulking the concrete-masonry joints on the Structure C45–Filter Building. The existing caulk has degraded in those joints. There was a risk of water entering the building and potentially causing degradation.

Item 6d adds cost to the Construction Contract to apply a brick sealing compound to the Structure C45–Filter Building. The Contractor reported that the existing brick was absorbing more water than would be typical during its power-washing and cleaning process, and therefore, recommended this sealing compound to help prevent degradation from water intrusion.

Item 6d deducts cost from the Construction Contract to remove the Structure E70 ceramic tile and carpet and replace it with vinyl resilient flooring throughout the entire building. The vinyl resilient flooring was present elsewhere in the building and the STP staff requested a uniform flooring material.

CO No. 6 adds \$36,428. The total value of all change orders is a deduct of \$1,272,047. CO No. 6 does not include a modification to the construction schedule.

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Mr. Mike Eulitz, Interim Director of Public Works City of Crest Hill Page 2 August 15, 2024

If you have any questions, please call 815-744-4200.

Sincerely,

STRAND ASSOCIATES, INC.®

Dommic Hattene

Dominic L. Gattone P.E.

Enclosures

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



## August 15, 2024

CHANGE ORDER NO. 6

PROJECT:	West Sewage Treatment Plant (STP) Improvements
OWNER:	City of Crest Hill, Illinois
CONTRACT:	1-2022
CONTRACTOR:	Vissering Construction Company

## **Description of Change**

ба	Work described in the enclosed Contractor's Cost Proposal Request (CPR) 025 (dated July 11, 2024) related to draining	ADD	\$37,790
6b	and cleaning 2 feet of sludge from Final Clarifier Nos. 3 and 4. Work described in the enclosed Contractor's CPR 028 (dated August 5, 2024) related to draining and cleaning from Final Clarifier Nos. 1 and 2, which took 5 hours on a time and material basis.	ADD	\$6,363
бс	Work described in the enclosed Contractor's CPR 026 (dated July 23, 2024) related to caulking the exterior masonry joints at Structure C45–Filter Building.	ADD	\$3,018
6d	Work described in the enclosed Contractor's CPR 027 (dated July 23, 2024) related to applying a brick sealing compound to the exterior masonry at Structure C45–Filter Building	ADD	\$9,292
6e	Work described in the enclosed Contractor's CPR 024 Revision 1 (dated August 1, 2024) including the credit related to removing the Structure E70 ceramic tile and carpet and replacing them with vinyl resilient flooring.	(DEDUCT)	(\$20,035)
TOTAL	, VALUE OF THIS CHANGE ORDER:	ADD	\$36,428
Contrac	et Price Adjustment		
Previou: Adjustm	Contract Price s Change Order Adjustments nent in Contract Price this Change Order Contract Price including this Change Order		\$50,640,000 (\$1,272,047) \$36,428 \$49,404,381
Contrac	ct Substantial Completion Date Adjustment		
Contrac	Contract Substantial Completion Date t Substantial Completion Date Adjustments due to previous Chang t Substantial Completion Date Adjustments due to this Change Or	ge Orders	cember 1, 2024 548 days 0 days

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Current Substantial Contract Completion Dates including all Change Orders

Arizona | Illinois | Indiana | Iowa | Kentucky | Ohio | Tennessee | Texas | Wisconsin

June 1, 2026

City of Crest Hill-Vissering Construction Company Contract 1-2022, Change Order No. 6 Page 2 August 15, 2024

## **Contract Final Completion Date Adjustment**

Original Contract Final Completion Date Contract Final Completion Date Adjustments due to previous Change Orders Contract Final Completion Date Adjustments due to this Change Order Current Final Contract Completion Dates including all Change Orders

This document shall become a supplement to the Contract and all provisions will apply hereto.

### RECOMMENDED

ENGINEER-Strand Associates, Inc.®

APPROVED

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CONTRACTOR-Vissering Construction Company

APPROVED

Nammed R. Alm OWNER-City of Crest Hill, Illinois

8-16-24 Date

<u>8-19-24</u> Date

<u>9-12-29</u> Date

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March 1, 2025

640 days 0 days

December 1, 2026



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

November 13, 2024

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

Re: West Sewage Treatment Plant (STP) Improvements Change Order (CO) No. 7 City of Crest Hill, Illinois (City)

Dear Mike,

Three copies of the enclosed CO No. 7 have been delivered to Vissering Construction Company (Contractor) for review and signature. If approved, please sign all three copies, return two copies to Strand Associates, Inc.<sup>®</sup> (Strand), and keep one copy for the City's records. The items in CO No. 7 are in the best interest of the City to be included. The following is a summary of the changes.

Item 7a adds cost to the Construction Contract for exceedance of Cash Allowance No. 17–Rock Removal for Structures and Roads. Additional rock removal was required around the Aeration Tanks (Structure 30) and was required to be removed to complete the tank installation. Little excavation remains on the project; therefore, this is likely the extent of rock removal required.

Item 7b provides a credit for unused Cash Allowance No. 14–Unsuitable Foundation Material for Structures and Roads. Excavation remains for Structure 75, so some value is being kept in the allowance until after the completion of that structure excavation.

Item 7c provides a credit for unused Cash Allowance No. 15–Unsuitable Foundation Material for Utility Trenches. Some utility trenches remain to be excavated so some value is being kept in the allowance until after the completion of that trenching.

Allowances are typically settled at the conclusion of construction. However, because of the relatively large overage of Item 7a, the Contractor requested an early CO be executed.

CO No. 7 is a no cost change. The total value of all COs is a deduct of \$1,235,619. CO No. 7 does not include a modification to the construction schedule.

If you have any questions, please call 815-744-4200.

Sincerely,

STRAND ASSOCIATES, INC.®

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Dominic L. Gattone P.E.

### Enclosures

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



November 13, 2024

CHANGE ORDER NO. 7

PROJECT:	West Sewage Treatment Plant (STP) Improvements
OWNER:	City of Crest Hill, Illinois
CONTRACT:	1-2022
CONTRACTOR:	Vissering Construction Company

## **Description of Change**

7a	Additional cash allowance for Rock Removal for Structures and Roads (Section 31 23 16.26, Allowance No. 17).	ADD	\$142,830	
7b	Unused cash allowance for Unsuitable Foundation Material for Structures and Roads (Section 31 23 00, Allowance No. 14).	(DEDUCT)	(\$71,415)	
7c	Unused cash allowance for Unsuitable Foundation Material for Utility Trenches (Section 31 23 00, Allowance No. 15).	(DEDUCT)	(\$71,415)	
TOTAL	, VALUE OF THIS CHANGE ORDER:	(DEDUCT)	\$0	
Contract Drive Adjustment				

### **Contract Price Adjustment**

Original Contract Price	\$50,640,000
Previous Change Order Adjustments	(\$1,235,619)
Adjustment in Contract Price this Change Order	\$0
Current Contract Price including this Change Order	\$49,404,381

## **Contract Substantial Completion Date Adjustment**

Original Contract Substantial Completion Date	December 1, 2024
Contract Substantial Completion Date Adjustments due to previous Change Orders	548 days
Contract Substantial Completion Date Adjustments due to this Change Order	0 days
Current Substantial Contract Completion Dates including all Change Orders	June 1, 2026

## **Contract Final Completion Date Adjustment**

Original Contract Final Completion Date	March 1, 2025
Contract Final Completion Date Adjustments due to previous Change Orders	640 days
Contract Final Completion Date Adjustments due to this Change Order	0 days
Current Final Contract Completion Dates including all Change Orders	December 1, 2026

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## Strand Associates, Inc.®

City of Crest Hill-Vissering Construction Company Contract 1-2022, Change Order No. 7 Page 2 November 13, 2024

This document shall become a supplement to the Contract and all provisions will apply hereto.

## RECOMMENDED

minig ENGINEER-Strand Associates, Inc.®

APPROVED

CONTRACTOR-Vissering Construction Company

APPROVED OWNER-City of Crest Hill, Illinois

1-13 Date

11/14/2024 Date

14/2024

Date

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May 3, 2023

Mr. Mark Siefert, Director of Public Works City of Crest Hill 2090 Oakland Avenue Crest Hill, IL 60403

Re: West Sewage Treatment Plant Improvements Change Order No. 2 City of Crest Hill, Illinois (City)

Dear Mark,

Three copies of the enclosed Change Order No. 2 have been delivered to Vissering Construction Company (Contractor) for review and signature. If approved, please sign all three copies, return two copies to Strand Associates, Inc.<sup>®</sup> (Strand), and keep one copy for City records. All items in Change Order No. 2 are in the best interest of the City to be included. The following is a summary of the changes.

Item 2a adds cost for time and material work associated with the sludge removal in Structure C45 (Filtration Building). City staff were not able to remove all the sludge and requested additional help from the Contractor.

Total contingency provided in the Illinois Environmental Protection Agency Loan No. L17-2159 following Change Order No. 1 is \$2,857,241. Change Order No. 2 adds \$19,757, thus decreasing the contingency available to \$2,837,464.

If you have any questions, please call 815-744-4200.

Sincerely,

STRAND ASSOCIATES, INC.®

Dominic L. Gattone P.E.

Enclosures

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



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May 3, 2023

**CHANGE ORDER NO. 2** 

OWNE CONTE	PROJECT:West Sewage Treatment Plant ImprovementsOWNER:City of Crest Hill, IllinoisCONTRACT:1-2022CONTRACTOR:Vissering Construction Company			
Descrip	ption of Ch	ange		
2a	2a Work described in the enclosed Contractor's COR-002 ADD (dated April 10, 2023), for time and material cost for additional sludge removal at Structure C45 (Filtration Building).		\$19,757	
TOTA	L VALUE (	OF THIS CHANGE ORDER:	ADD	\$19,757
Contra	nct Price A	djustment		
Outdus	1 Contro at 1	Delea		\$50,640,000
Original Contract Price		(\$1,338,041)		
Previous Change Order Adjustments Adjustment in Contract Price this Change Order			\$19,757	
Current Contract Price including this Change Order		\$49,321,716		
Contra	ict Sudstan	tial Completion Date Adjustment		
Origina	Original Contract Substantial Completion Date		December 1, 2024	
Contra	Contract Substantial Completion Date Adjustments due to previous Change Orders		548 days	
Contra	Contract Substantial Completion Date Adjustments due to this Change Order		0 days	
Current Substantial Contract Completion Dates including all Change Orders June 1, 2026			June 1, 2026	
Contra	et Final C	ompletion Date Adjustment		
Original Contract Final Completion Date		March 1, 2025		
	Contract Final Completion Date Adjustments due to previous Change Orders		640 days	
Contract Final Completion Date Adjustments due to this Change Order		0 days		
Current Final Contract Completion Dates including all Change Orders December 1, 2026			December 1, 2026	

This document shall become a supplement to the Contract and all provisions will apply hereto.

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Strand Associates, Inc.®

City of Crest Hill–Vissering Construction Company Contract 1-2022, Change Order No. 2 Page 2 May 3, 2023

RECOMMENDED

ENGINEER-Strand Associates, Inc.®

APPROVED

CONTRACTOR-Vissering Construction Company

APPROVED OWNER-City of Crest Hill, Hindis

<u>5-3-2023</u> Date

Date

6/15/23



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

February 5, 2024

Mr. Blaine Kline, Director of Public Works City of Crest Hill 20600 City Center Boulevard Crest Hill, IL 60403

Re: West Sewage Treatment Plant (STP) Improvements Change Order No. 4 City of Crest Hill, Illinois (City)

Dear Blaine,

Three copies of the enclosed Change Order No. 4 have been delivered to Vissering Construction Company (Contractor) for review and signature. If approved, please sign all three copies, return two copies to Strand Associates, Inc.<sup>®</sup> (Strand), and keep one copy for the City's records. All items in Change Order No. 4 are in the best interest of the City to be included. The following is a summary of the changes.

Item 4a deducts cost from the construction Contract for downsizing the force main size exiting Process Return Flow Pumping Station (77) and associated fittings. This was due to the savings proposed from the Contractor to downsize the vault as noted in Change Order No. 3. As the size of Structure 77 has been reduced, pipe sizing and associated fittings are to be reduced as well.

Item 4b adds cost to the construction Contract for the inclusion of the West STP to the City Hall's Open Options platform. This addition was included at the City's request to migrate from the existing Vanderbilt access control system to the new Open Options platform used at new City facilities.

Item 4c deducts cost from the construction Contract for the modification of doors that are to receive access control door strikes. The City previously requested to provide door strikes for all the electrical and motor control center rooms and several exterior doors at the Dewatering and Operations Building (E70). The City has decided to remove some door strikes from the Contract, primarily based on access frequency and security needs.

Item 4d adds cost to the construction Contract for the modification of spacing between the Influent Pump Station (15) force mains and the floor doors in the top slab. The pipes will be shifted to the west to avoid conflict with the discharge pipes and the floor doors. This was a result of unforeseen conflicts with the floor doors and rebar following the shop drawing reviews.

Item 4e adds cost to the construction Contract for the relocation of the Tertiary Filter Building (C45) Filter Control Panels. During shop drawing review, the equipment manufacturer indicated that control panel dimensions could not be modified to placed where shown on the drawings. As a result, plumbing and panel placement updates were required.

Item 4f adds cost to the construction Contract for the modification of spacing between the Ultraviolet Disinfection Structure (47) disinfection equipment and its respective control panels within

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Mr. Blaine Kline, Director of Public Works City of Crest Hill Page 2 February 5, 204

Structure E70. The control panel was shifted to minimize the total distance between the panel and disinfection equipment. The placement also requires new guard posts.

Item 4g adds cost to the construction Contract for the modification of the Excess Flow Clarifier (60) scum baffle elevation. During shop drawing review, the Excess Flow Clarifier manufacturer requested modifications to the elevations shown in the Drawings for optimal performance. As a result, the scum baffle plates are being raised to a higher elevation using extra hardware.

Change Order No. 4 adds \$43,398. The total value of all change orders is a deduct of \$1,281,819. Change Order No. 4 does not include a modification to the construction schedule.

If you have any questions, please call 815-744-4200.

Sincerely,

STRAND ASSOCIATES, INC.®

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Dominic L. Gattone P.E.

Enclosures



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

February 5, 2024

CHANGE ORDER NO. 4

PROJECT:	West Sewage Treatment Plant (STP) Improvements
OWNER:	City of Crest Hill, Illinois
CONTRACT:	1-2022
CONTRACTOR:	Vissering Construction Company

## **Description of Change**

4a	Work described in the enclosed Contractor's Cost Proposal Request (CPR) 009 (dated June 6, 2023) and enclosed Engineer's CPR 009 (dated September 1, 2023), including the credit related to revisions to the force main size exiting Structure 77.	(DEDUCT)	(\$1,355)
4b	Work described in the enclosed Contractor's Change Order Request (COR) 005 (dated July 25, 2023) and enclosed Engineer's COR 005 (dated July 25, 2023) related to the Owner's request to include the West STP on the Open Options platform.	ADD	\$7,674
4c	Work described in the enclosed Contractor's CPR 011 (dated August 3, 2023) and enclosed Engineer's CPR 011 (dated August 30, 2023), including the credit related to the modification of doors that are to receive access-control door strikes.	(DEDUCT)	(\$452)
4d	Work described in the enclosed Contractor's CPR 012 (dated August 10, 2023) and enclosed Engineer's CPR 012 (dated October 9, 2023) related to the modification of spacing between the Structure 15 force mains and their respective floor doors in the Influent Pump Station top slab.	ADD	\$13,668
4e	Work described in the enclosed Contractor's CPR 013 (dated September 9, 2023) related to the relocation of the Structure C45 Filter Control Panels.	ADD	\$16,445

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Strand Associates, Item 6.

		Strand A	ssociates,
Contrac Page 2	Crest Hill–Vissering Construction Company et 1-2022, Change Order No. 4 y 5, 2024		
4f	Work described in the enclosed Contractor's revised CPR 015 (dated January 24, 2024) related to the modification of spacing between the Structure 47 ultraviolet disinfection equipment and its respective control panels within Structure E70.	ADD	\$5,792
4g	Work described in the enclosed Contractor's COR 007 (dated November 2, 2023) related to the modification of the Excess Flow Clarifier scum baffle elevation, in accordance with manufacturer's recommendation.	ADD	\$1,626
TOTAL	VALUE OF THIS CHANGE ORDER:	ADD	\$43,398
Contra	ct Price Adjustment		
Previou Adjustn	l Contract Price s Change Order Adjustments nent in Contract Price this Change Order Contract Price including this Change Order		\$50,640,000 (\$1,325,217) \$43,398 \$49,358,181
Contra	ct Substantial Completion Date Adjustment		
Contrac Contrac	l Contract Substantial Completion Date t Substantial Completion Date Adjustments due to previous t Substantial Completion Date Adjustments due to this Cha Substantial Contract Completion Dates including all Chang	nge Order	December 1, 2024 548 days 0 days June 1, 2026
Contra	ct Final Completion Date Adjustment		
Contrac Contrac	l Contract Final Completion Date t Final Completion Date Adjustments due to previous Char t Final Completion Date Adjustments due to this Change O Final Contract Completion Dates including all Change Orc	rder	March 1, 2025 640 days 0 days December 1, 2026

## Strand Associates, Inc.®

City of Crest Hill-Vissering Construction Company Contract 1-2022, Change Order No. 4 Page 3 February 5, 2024

This document shall become a supplement to the Contract and all provisions will apply hereto.

## RECOMMENDED

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February 5, 2024

02/07/2024

Date

Date

ENGINEER-Strand Associates, Inc.®

APPROVED

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CONTRACTOR-Vissering Construction Company

**APPROVED** 

OWNER-City of Crest Hill, Illinois

-22-24 Date

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February 16, 2023

Mr. Mark Siefert, Director of Public Works City of Crest Hill 2090 Oakland Avenue Crest Hill, IL 60403

Re: West Sewage Treatment Plant Improvements Change Order No. 1 City of Crest Hill, Illinois (City)

Dear Mark,

Three copies of the enclosed Change Order No. 1 have been delivered to Vissering Construction Company (Contractor) for review and signature before the next City Council meeting. If approved, please sign all three copies, return two copies to Strand Associates, Inc.<sup>®</sup> (Strand), and keep one copy for City records. All items in Change Order No. 1 are in the best interest of the City to be included. The following is a summary of the changes.

Items 1a through 1cc were identified as part of the Cost Proposal Request (CPR) No. 1 effort. Enclosed are Strand's original CPR to the Contractor, as well as the Revised CPR from the Contractor. The purpose of the CPR was to reduce the out-of-pocket cost burden to the City without changing the Illinois Environmental Protection Agency (IEPA) loan amount and without affecting the design intent and plant performance.

Additionally, the Substantial Completion date is being changed from 730 days from Notice to Proceed (NTP) to 1,278 days from NTP. The Final Completion date is being changed from 820 days from NTP to 1,460 days from the NTP. These time changes were originally intended to be changed during the addenda process but were not memorialized in the signed Agreement.

Total contingency provided in the IEPA Loan No. L17-2159 is \$1,519,200. Change Order No. 1 deducts \$1,338,041, increasing the contingency available to \$2,857,241.

If you have any questions, please call 815-744-4200.

Sincerely,

STRAND ASSOCIATES, INC.®

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Enclosures

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



February 16, 2023

CHANGE ORDER NO. 1

PROJECT:	West Sewage Treatment Plant Improvements
OWNER:	City of Crest Hill, Illinois
CONTRACT:	1-2022
CONTRACTOR:	Vissering Construction Company

## **Description of Change**

1a	1	Work described in the enclosed Contractor's Cost Proposal Request ([CPR]-001) Revision 1 (dated February 1, 2023) and enclosed Engineer's CPR-001 (dated December 15, 2022), including credit for removing the allowance for disposal of	(DEDUCT)	(\$77,000.00)
1b	2	the sand filter media solids. Work described in the enclosed Contractor's CPR-001 Revision 1 (dated February 1, 2023) and enclosed Engineer's CPR-001 (dated December 15, 2022), including credit for removing the allowance for disposal of anaerobic digester, sludge thickener, and aeration tank	(DEDUCT)	(\$270,500.00)
1c	3	sludge solids. Work described in the enclosed Contractor's CPR-001 Revision 1 (dated February 1, 2023) and enclosed Engineer's CPR-001 (dated December 15, 2022), including credit for removal of the Structure E70 bridge crane and appurtenances.	(DEDUCT)	(\$19,658.00)
1d	5	Work described in the enclosed Contractor's CPR-001 Revision 1 (dated February 1, 2023) and enclosed Engineer's CPR-001 (dated December 15, 2022), including credit for removing the allowance for the office furniture and laboratory equipment within Structure E70.	(DEDUCT)	(\$100,000.00)
1e	6	Work described in the enclosed Contractor's CPR-001 Revision 1 (dated February 1, 2023) and enclosed Engineer's CPR-001 (dated December 15, 2022), including credit for removing glass-lined ductile iron piping and replacing it with standard ductile iron piping, except as noted in the following (item 1f).	(DEDUCT)	(\$35,000.00)

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Item 6. Strand Associate

City of Crest Hill–Vissering Construction Company Contract 1-2022, Change Order No. 1 Page 2 February 16, 2023

lf	7	Work described in the enclosed Contractor's CPR-001 Revision 1 (dated February 1, 2023) and enclosed Engineer's CPR-001 (dated December 15, 2022), including credit for changing all yard ductile iron piping, except	(DEDUCT)	(\$110,000.00)
lg	8	beneath structures, to polyvinyl chloride (PVC). Work described in the enclosed Contractor's CPR-001 Revision 1 (dated February 1, 2023) and enclosed Engineer's CPR-001 (dated December 15, 2022), including credit for removing the primary clarifier effluent weir	(DEDUCT)	(\$22,490.00)
1h	9	covers. Work described in the enclosed Contractor's CPR-001 Revision 1 (dated February 1, 2023) and enclosed Engineer's CPR-001 (dated December 15, 2022), including credit for changing portions of the channel coverings in StructureS A10 and 16 from unpunched aluminum	(DEDUCT)	(\$8,020.00)
11	10	plank to aluminum grating. Work described in the enclosed Contractor's CPR-001 Revision 1 (dated February 1, 2023) and enclosed Engineer's CPR-001 (dated December 15, 2022), including credit for	(DEDUCT)	(\$35,503.00)
lj	11	removing all automatic samplers. Work described in the enclosed Contractor's CPR-001 Revision 1 (dated February 1, 2023) and enclosed Engineer's CPR-001 (dated December 15, 2022), including credit for removing select walkways from the Aeration Tank.	(DEDUCT)	(\$30,617.00)
1k	12	Work described in the enclosed Contractor's CPR-001 Revision 1 (dated February 1, 2023) and enclosed Engineer's CPR-001 (dated December 15, 2022), including credit for removal of the three 20-inch butterfly valves downstream of the Tertiary Filter Building filters.	(DEDUCT)	(\$39,500.00)
11	13	Work described in the enclosed Contractor's CPR-001 Revision 1 (dated February 1, 2023) and enclosed Engineer's CPR-001 (dated December 15, 2022), including credit for removing the bypass pipe and associated valve in	(DEDUCT)	(\$50,000.00)
1m	14	the Tertiary Filter Building. Work described in the enclosed Contractor's CPR-001 Revision 1 (dated February 1, 2023) and enclosed Engineer's CPR-001 (dated December 15, 2022), including credit for reducing the slab thickness of both Final Clarifiers.	(DEDUCT)	(\$42,124.00)

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Item 6. Strand Associate

City of Crest Hill–Vissering Construction Company Contract 1-2022, Change Order No. 1 Page 3 February 16, 2023

			(DEDUCT)	(021 (00 00)
1n	15	Work described in the enclosed Contractor's CPR-001 Revision 1 (dated February 1, 2023) and enclosed Engineer's CPR-001 (dated December 15, 2022), including credit for	(DEDUCT)	(\$21,680.00)
10	16	replacing select sidewalk with grass seed. Work described in the enclosed Contractor's CPR-001 Revision 1 (dated February 1, 2023) and enclosed Engineer's CPR-001 (dated December 15, 2022), including credit for removing the CNT/DCT pipes, VMH-1, and associated valves.	(DEDUCT)	(\$58,042.00)
1p	18	Work described in the enclosed Contractor's CPR-001 Revision 1 (dated February 1, 2023) and enclosed Engineer's CPR-001 (dated December 15, 2022), including credit for changing the Structure E70 elevator with a platform lift.	(DEDUCT)	(\$76,413.00)
1q	19/20	Work described in the enclosed Contractor's CPR-001 Revision 1 (dated February 1, 2023) and enclosed Engineer's CPR-001 (dated December 15, 2022), including credit for changing the effluent pipe material to reinforced concrete pipe and for changing the testing	(DEDUCT)	(\$140,000.00)
1r	21	requirements for that pipe. Work described in the enclosed Contractor's CPR-001 Revision 1 (dated February 1, 2023) and enclosed Engineer's CPR-001 (dated December 15, 2022), including credit for reducing the walkway width of select portions of the Primary Clarifiers.	(DEDUCT)	(\$7,850.00)
1s	22	Work described in the enclosed Contractor's CPR-001 Revision 1 (dated February 1, 2023) and enclosed Engineer's CPR-001 (dated December 15, 2022), including credit for removing the South Digester walkway.	(DEDUCT)	(\$24,553.00)
1t	26	Work described in the enclosed Contractor's CPR-001 Revision 1 (dated February 1, 2023) and enclosed Engineer's CPR-001 (dated December 15, 2022), including credit for removing lighting and associated conduit in the	(DEDUCT)	(\$18,639.00)
lu	28	Structure 75 Biosolids Storage Structure. Work described in the enclosed Contractor's CPR-001 Revision 1 (dated February 1, 2023) and enclosed Engineer's CPR-001 (dated December 15, 2022), including credit for minimizing site piping demolition.	(DEDUCT)	(\$27,500.00)

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City of Crest Hill–Vissering Construction Company Contract 1-2022, Change Order No. 1 Page 4 February 16, 2023

1 <b>v</b>	29	Work described in the enclosed Contractor's CPR-001 Revision 1 (dated February 1, 2023) and enclosed Engineer's CPR-001 (dated December 15, 2022), including credit for	(DEDUCT)	(\$22,979.00)
lw	31	removing all glazed block finishes from Structure E70 and replacing with standard block. Work described in the enclosed Contractor's CPR-001 Revision 1 (dated February 1, 2023) and enclosed Engineer's CPR-001 (dated December 15, 2022), including credit for changing the second-floor interior walls to	(DEDUCT)	(18,211.00)
1x	32	metal-stud and drywall instead of block. Work described in the enclosed Contractor's CPR-001 Revision 1 (dated February 1, 2023) and enclosed Engineer's CPR-001 (dated December 15, 2022), including credit for	(DEDUCT)	(\$18,471.00)
ly	33	providing hydraulic lift assist covers instead of automatic-opening covers for the tertiary filters. Work described in the enclosed Contractor's CPR-001 Revision 1 (dated February 1, 2023) and enclosed Engineer's CPR-001 (dated December 15, 2022), including credit for having the City provide internet service to Contractor	(DEDUCT)	(\$2,100.00)
1z	34	on-site. Work described in the enclosed Contractor's CPR-001 Revision 1 (dated February 1, 2023) and enclosed Engineer's CPR-001 (dated December 15, 2022), including credit for changing all sluice gate materials from	(DEDUCT)	(\$4,600.00)
laa	35	316 stainless steel (SS) to 304 SS. Work described in the enclosed Contractor's CPR-001 Revision 1 (dated February 1, 2023) and enclosed Engineer's CPR-001 (dated December 15, 2022), including credit for	(DEDUCT)	(\$34,845.00)
1bb	37	removing select gates. Work described in the enclosed Contractor's CPR-001 Revision 1 (dated February 1, 2023) and enclosed Engineer's CPR-001 (dated December 15, 2022), including credit for removal	(DEDUCT)	(\$8,500.00.00)
1cc	N/A	of trees and brush. Contractor included a 1 percent DEDUCT for bonds and insurance, as shown in enclosed Contractor's CPR-001 Revision 1 (dated February 1, 2023)	(DEDUCT)	(\$13,247.93)
TOT	AL VAL	UE OF THIS CHANGE ORDER:	(DEDUCT)	(\$1,338,041.00)

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Item 6.

City of Crest Hill-Vissering Construction Company Contract 1-2022, Change Order No. 1 Page 5 February 16, 2023

## **Contract Price Adjustment**

Original Contract Price	\$50,640,000.00
Previous Change Order Adjustments	\$0.00
Adjustment in Contract Price this Change Order	(\$1,338,041.00)
Current Contract Price including this Change Order	\$49,301,959.00

## **Contract Substantial Completion Date Adjustment**

December 1, 2024 Original Contract Substantial Completion Date Contract Substantial Completion Date Adjustments due to previous Change Orders 0 days Contract Substantial Completion Date Adjustments due to this Change Order 548 days Current Substantial Contract Completion Dates including all Change Orders June 1, 2026

### **Contract Final Completion Date Adjustment**

Original Contract Final Completion Date	March 1, 2025
Contract Final Completion Date Adjustments due to previous Change Orders	0 days
Contract Final Completion Date Adjustments due to this Change Order	640 days
Current Final Contract Completion Dates including all Change Orders	December 1, 2026

This document shall become a supplement to the Contract and all provisions will apply hereto.

### RECOMMENDED

ENGINEER-Strand Associates, Inc.

APPROVED

CONTRACTOR-Vissering Construction Company

APPROVED

Maynul R M OWNER-City of Crest Hill, Illinois

3-22-23

Date



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

January 15, 2025

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

Re: West Sewage Treatment Plant (STP) Improvements Change Order (CO) No. 8 City of Crest Hill, Illinois (City)

Dear Julius,

Three copies of the enclosed CO No. 8 have been delivered to Vissering Construction Company (Contractor) for review and signature. If approved, please sign all three copies, return two copies to Strand Associates, Inc.<sup>®</sup> (Strand), and keep one copy for the City's records. The items in CO No. 8 are in the best interest of the City to be included. The following is a summary of the changes.

Item 8a adds cost to the Construction Contract for emergency clean-out and solids hauling at the digestion complex and Structure 60 Excess Flow Clarifier.

The new Structure 60 Excess Flow Clarifier is being used temporarily as the STP's final clarifier during the current phase of construction. This was necessary to create sufficient space for construction activities to progress. Solids accumulation in the clarifier (floatable scum and settled sludge) have been a recurring issue for the last several months. The City has a contractual agreement with Stewart Spreading to periodically haul solids from the STP to prevent this from occurring. To date, the frequency of hauling has been insufficient as discussed with City staff during the last several weeks.

This accumulation of solids, combined with the extreme cold weather, has resulted in the clarifier mechanism being damaged, increasing the risk of plant effluent quality being compromised and creating an emergency situation. The work included in this CO includes immediate tank cleanout required to reduce the risk of a permit violation and resume normal operations.

Increased hauling frequency, at least biweekly through 2025, is recommended until new unit processes currently under construction are completed and placed into service. It is Strand's understanding that the City will coordinate directly with Stewart Spreading to increase solids hauling frequency.

The cost associated with repairing the damaged clarifier equipment will be included in a future CO.

CO No. 8 adds \$55,757.00. The total value of all COs is a deduct of (\$1,179,862). CO No. 8 does not include a modification to the construction schedule.

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Mr. Julius Hansen, Interim Director of Public Works City of Crest Hill Page 2 January 15, 2025

If you have any questions, please call 815-744-4200.

Sincerely,

STRAND ASSOCIATES, INC.®

Demmic Hattene

Dominic L. Gattone P.E.

Enclosures



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

January 15, 2025

CHANGE ORDER NO. 8

PROJECT: OWNER: CONTRACT: CONTRACTOR:		West Sewage Treatment Plant (STP) Improvements City of Crest Hill, Illinois 1-2022 Vissering Construction Company	3	
Descrip	tion of Cha	ange		
Request ( work for e		cribed in the enclosed Contractor's Cost Proposal CPR) 034 (dated January 14, 2025), related to the emergency clean-out and solids hauling at the complex and Structure 60 Excess Flow Clarifier.	ADD	\$55,757
TOTAL	VALUE C	OF THIS CHANGE ORDER:	ADD	\$55,757
Contrac	ct Price Ad	ljustment		
Original Contract F Previous Change C Adjustment in Con				\$50,640,000 (\$1,235,619) \$55,757

## **Contract Substantial Completion Date Adjustment**

Current Contract Price including this Change Order

Original Contract Substantial Completion Date	December 1, 2024
Contract Substantial Completion Date Adjustments due to previous Change Orders	548 days
Contract Substantial Completion Date Adjustments due to this Change Order	0 days
Current Substantial Contract Completion Dates including all Change Orders	June 1, 2026

## **Contract Final Completion Date Adjustment**

Original Contract Final Completion Date	March 1, 2025
Contract Final Completion Date Adjustments due to previous Change Orders	640 days
Contract Final Completion Date Adjustments due to this Change Order	0 days
Current Final Contract Completion Dates including all Change Orders	December 1, 2026

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\$49,460,138

## Strand Associates, Inc.®

City of Crest Hill–Vissering Construction Company Contract 1-2022, Change Order No. 8 Page 2 January 15, 2025

This document shall become a supplement to the Contract and all provisions will apply hereto.

## RECOMMENDED

ENGINEER-Strand Associates, Inc.®

/-/ Date 5-26

Da

APPROVED

CONTRACTOR-Vissering Construction Company

**APPROVED** 

OWNER-City of Crest Hill, Illinois

Date

Date

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60

# VISSERING Construction Company where success is measured one project at a time

## PROPOSAL WORKSHEET SUMMARY

#### Project: CITY OF CREST HILL - WEST SEWAGE TREATMENT PLANT IMPROVEMENTS

To: Strand Associates, Inc.

Dominic Gattone, PE

WORK DESCRIPTION

Clean Sludge & Scum out of Structure 60, the RAS Effluent Box & Manhole D-10. Jet out 3" pipe between MH-D-10 & Structure 77. Drain & Haul Digester Material from Crest Hill West Plant to Crest Hill East Plant (1 volume of Digesters)

		u	I	u	1	
Line No	Cost Description	Labor Amt	Material Amt	Equip & Other	Sub-Contractor	Sub-Total
				Amt	Amt	
1	Stewart Spreading				\$ 42,500.00	\$ 42,500.00
2	Crane & VCC Supervision	\$ 3,600.00		\$ 5,600.00		\$ 9,200.00
3						\$ -
4						\$ -
5						\$ -
6						\$ -
7						\$ -
8						\$ -
9						\$ -
10						\$ -
11						\$ -
12						\$ -
13						\$ -
14						\$ -
15						\$ -
16						\$ -
17						\$ -
18						\$ -
19						\$ -
20						\$ -
21						\$ -
22						\$ -
23						\$ -
24						\$ -
25						\$ -
Sub-Total		\$ 3,600.00	\$-	\$ 5,600.00	\$ 42,500.00	\$ 51,700.00

ACCEPTANCE OF PROPOSAL (OWNER): City of Crest Hill		Contractor's Net:	\$ 9,200.00
		Sub-Contactor's Net:	\$ 42,500.00
Name/Title:	Julius Hansen, Interim Public Works Director	Net Subtotal:	\$ 51,700.00
		Contractor's Fee: (15% on Own Work, 5% on Subs, & 0% on Credits):	\$ 3,505.00
Signature:		Sub-Total:	\$ 55,205.00
		Bonds & Insurance - 1%:	\$ 552.05
Date:		Worksheet Total:	\$ 55,757.00
ACCEPTANCE	OF PROPOSAL (A/E): Strand Associates, Inc.		
Name/Title:	Dominic Gattone, PE		
Signature:			
Date:			
ACCEPTANCE	OF PROPOSAL (CONTRACTOR): VISSERING CONSTRUCTION CO	,	
Name/Title:	Tony Marzetta, Project Manager		
Signature:	To Watt-		

Date:

January 14, 2025

# Change Order Request #: 034

 Date:
 1/14/2025

 A/E Project #:
 IDFPR No. 184-001273

 VCC Project #:
 11108.00

Item 6.



January 14, 2025

Vissering Construction 175 Benchmark Industrial Drive Streator, IL 61364 Attention: Mr. Tony Marzetta

## **RE: PROPOSAL FOR CREST HILL CLARIFIER TANK CLEANING AND TRANSFER PUMPING**

## Stewart Spreading will provide:

- Mobilization and demobilization of trained personnel and required equipment to and from Crest Hill Plant for safety conscious tank cleaning operations;
- All labor, equipment & technical expertise necessary for clarifier tank cleaning and pumping/transfer to excess flow tank and digesters;
- All proper licensing, safety certifications and insurance documentation;
- Provide certificate of insurance with additionally insured endorsement for the duration of the project;
- Paying prevailing wages;
- Appropriately documented invoice within 30 days of completion.

## Vissering Construction / Crest Hill will provide:

- Safely secured, continuous (24-Hour) plant access for tank cleaning and transfer operations;
- Payment of invoice within 30 days of project completion.
- A 2% monthly fee for all payments received beyond 30 days of invoice;

## Scope of Work Summary

- Thursday, January 16, 2025 Start liquid land application from digesters under current contract with the City of Crest Hill. Set up pumps and hoses required for tank cleaning and transfer operations.
- Friday, January 17, 2025 (approximately 2:00 A.M.) Start transferring from the clarifier to excess flow tank. Estimated time of excess flow max capacity 8:00 – 9:00 A.M. Once excess flow is at max capacity, we will start filling the digesters. Note: Liquid that is pumped from the clarifier to the digesters is not land appliable. Clarifier pumping operations will continue until pump loses suction.



## Scope of Work Summary – Continued

- Transfer of clarifier liquid from the digesters at the West plant to the East Plant is included in the lump sum pricing.
- 3" scum draw off line will be jetted out.
- RAS effluent box and will be vacuumed out.

## Lump Sum Proposal Pricing:

Clarifier cleaning and transfer operations ...... \$42,500.00 Lump Sum

ACCEPTED BY: **Stewart Spreading, Inc.** 

Approved By: Vissering Construction

Greg Halmapji

<u>Greg Halmagyi, Bus. Div. Mgr. 01/14/2025</u> Name/Title Date

Name/Title

Date

Agenda Memo



**Public Works Department** 

**City of Crest Hill** 

Date:	1/22/2025
Submitter:	Julius Hansen, Interim Director of Public Works
Department:	Public Works
Agenda Item:	East STP Three Pump Repairs

**Summary:** Three of the six influent pumps at the East STP need repairs. To expedite the work two pumps were pulled on January 7<sup>th</sup>. They were taken to the repair shop by the company called Flygt that specializes in this type of work. The cost to do that and evaluate these two pumps is around \$2,000. I will not know the results of the evaluation until the week of the 27<sup>th</sup> of January because of their backlog of work. Once those pumps are repaired the placed back into service, the third pump will be pulled, taken to the shop, evaluated and repaired as the previous two.

The cost for this work can range from \$20,000 for each pump to be rebuilt to \$60,000 for each pump to be replaced with a new pump. Typically rebuilding them is the most cost-effective solution. It should be noted the \$20k above would include the cost of the service call. As more information becomes available, I will let you know. I want to move as quickly as possible to restore maximum pumping capacity to East STP, so getting these pumps back in service is imperative to achieving that goal. This work takes time to complete and needs to be done before a high-capacity event occurs.

**Recommended Council Action:** To approve the repairs of three influent pumps for the East STP by the company called Flygt for a total cost not to exceed \$60,000.

Attachments: N/A

Agenda Memo



**Public Works Department** 

**City of Crest Hill** 

Date:	1/22/2025
Submitter:	Julius Hansen, Interim Director of Public Works
Department:	Public Works
Agenda Item:	East STP Change Order Number 4 (Final)

## **Summary:**

The enclosed CO No. 4 is being presented to City staff and City Council for review and approval. Upon approval, Strand Associates, Inc. (Strand) will execute three hard copies to be delivered to Williams Brothers Construction, Inc. (Contractor) for review and signature. The items in CO No. 4 are in the best interest of City.

Project Cost Summary:

- Original Contract Price \$4,930,000.00
- Previous Change Order Adjustments (\$34,587.09)
- Adjustment in Contract Price this Change Order \$49,112.00
- Current Contract Price including this Change Order \$4,944,524.91

## **Recommended Council Action:**

To approve the adjustment in contract price of the Change Order Number 4 for \$49,112.00

## Attachments:

Strand Engineering summary of the changes that constitute change order number 4.



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

January 21, 2025

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

Re: East Water Reclamation Facility (WRF) Phosphorus Removal Upgrades Change Order (CO) No. 4 City of Crest Hill, Illinois (City)

Dear Mr. Hansen:

The enclosed CO No. 4 is being presented to City staff and City Council for review and approval. Upon approval, Strand Associates, Inc. (Strand) will execute three hard copies to be delivered to Williams Brothers Construction, Inc. (Contractor) for review and signature. The items in CO No. 4 are in the best interest of City. The following is a summary of the changes.

Item 4a adds cost to the Construction Contract to replace existing dissolved oxygen and oxidation-reduction potential probes and associated controllers previously installed within the oxidation ditch. The original sensors were installed as part of a larger project in 2014 and were not functional. These probes are important to properly operate the oxidation ditch and meet the City's future total phosphorus limit.

Item 4b adds cost to the Construction Contract to install a new buried valve on the drain line of Valve Manhole (MH) No. 1. The original design included a gravity drain from the MH to allow rainwater that collects within the structure to drain to the WRF sewer system protecting the valve, flow meter, and actuator installed within the MH. During summer 2024, the controls associated with the influent pumps at the WRF failed and caused the plant gravity sewer system to back up into the Valve MH, damaging the equipment. The new buried valve will protect the Valve MH from flooding in the future and will allow rainwater to drain from the Valve MH periodically.

Item 4c adds cost to the Construction Contract to install new dissolved oxygen and oxidation-reduction potential probes and associated controls referenced above within the oxidation ditch.

Item 4d adds cost to the Construction Contract to replace the electric actuator located in Valve MH No. 1 that was damaged when the MH flooded.

Item 4e adds cost to the Construction Contract to extend the Contractor's Builder's Risk Insurance policy to account for construction delays.

Item 4f extends the Substantial and Final Completion dates of the project to February 28, 2025. The time extension will allow the Contractor to obtain the documentation required for final payment.

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Mr. Julius Hansen, Interim Director of Public Works City of Crest Hill Page 2 January 21, 2025

If you have any questions or concerns, please call 815-744-4200.

Sincerely,

STRAND ASSOCIATES, INC.®

Mulur

Michael G. Ott, P.E.

Enclosures



Strand Associates, Item 8. 1170 South Houbdan Koad Joliet, IL 60431 (P) 815.744.4200 www.strand.com

January 21, 2025

CHANGE ORDER NO. 4

PROJECT:	East Water Reclamation Facility Phosphorus Removal Upgrades
OWNER:	City of Crest Hill, Illinois
CONTRACT:	2-2021
CONTRACTOR:	Williams Brothers Construction, Inc.

## **Description of Change**

4a	Additional work associated with Cost Proposal Request (CPR) 016, which is enclosed.	ADD	\$13,946.00	
4b	Additional work associated with CPR-017, which is enclosed.	ADD	\$13,307.00	
4c	Additional work associated with CPR-018, which is enclosed.	ADD	, ,	
4d	Additional work associated with CPR-020R1, which is enclosed.	ADD	1 - 7	
4e	Additional work associated with CPR-021, which is enclosed.	ADD		
4f	Additional time associated with finalizing the changes herein.	ADD	. ,	
TOTAL	VALUE OF THIS CHANGE ORDER:	ADD	\$49,112.00	
Contrac	et Price Adjustment			
Original Contract Price			\$4,930,000.00	
Previous	s Change Order Adjustments		(\$34,587.09)	
Adjustment in Contract Price this Change Order			\$49,112.00	
Current Contract Price including this Change Order			\$4,944,524.91	
Contract Substantial Completion Date Adjustment				
Original	Contract Substantial Completion Date		April 17, 2023	
Contract Substantial Completion Date Adjustments due to previous Change Orde		ders	624 days	
Contract Substantial Completion Date Adjustments due to this Change Order			59 days	
Current Substantial Contract Completion Dates including all Change Orders			February 28, 2025	
Contract Final Completion Date Adjustment				
Original	Contract Final Completion Date		July 17, 2023	
Contract Final Completion Date Adjustments due to previous Change Orders			533 days	
Contract Final Completion Date Adjustments due to this Change Order			59 days	
Current Final Contract Completion Dates including all Change Orders			February 28, 2025	

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City of Crest Hill–Williams Brothers Construction, Inc. Contract 2-2021, Change Order No. 4 Page 2 January 21, 2025

This document shall become a supplement to the Contract and all provisions will apply hereto.

## RECOMMENDED

ENGINEER-Strand Associates, Inc.®	Date	
APPROVED		
CONTRACTOR–Williams Brothers Construction, Inc.	Date	
APPROVED		
OWNER-City of Crest Hill, Illinois	Date	

Agenda Memo



**Public Works Department** 

**City of Crest Hill** 

Date:	1/22/2025
Submitter:	Julius Hansen, Interim Director of Public Works
Department:	Public Works
Agenda Item:	An agreement for Strand Engineering to Provide On-Call Wastewater Services

## **Summary:**

This is an Agreement between the City of Crest Hill, Illinois, and Strand Engineering to provide engineering services for the <u>On-Call Wastewater Engineering Services</u>. This Agreement shall be in accordance with the following elements.

## **Scope of Services**

Strand will provide on-call general engineering support services to the city as directed and authorized by Cities representative in writing, including responding to questions, reviewing provided wastewater conveyance system and treatment plant data, and responding to wastewater conveyance and treatment engineering service's needs. The City may request that Strand establish a scope and fee for specific services for review and approval prior to starting services or may direct Strand in writing to proceed with defined services without preset limits. One example of the specific services that will be utilized under this agreement is the wastewater permitting required by the IEPA.

## **Recommended Council Action:**

To approve the two-year agreement for an amount not to exceed \$25,000.

## **Attachments:**

Strand Engineering Agreement to Provide On-Call Wastewater Services



January 22, 2025

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

Attention: Honorable Raymond R. Soliman, Mayor

Re: Agreement for General Services On-Call Wastewater Engineering Services

This is an Agreement between the City of Crest Hill, Illinois, hereinafter referred to as OWNER, and Strand Associates, Inc.<sup>®</sup>, hereinafter referred to as ENGINEER, to provide engineering services (Services) for the On-Call Wastewater Engineering Services project. This Agreement shall be in accordance with the following elements.

## **Scope of Services**

ENGINEER will provide on-call general engineering support services to OWNER as directed and authorized by OWNER's Representative in writing, including responding to OWNER's questions, reviewing OWNER-provided wastewater conveyance system and treatment plant data, and responding to OWNER's wastewater conveyance and treatment engineering services needs. OWNER may request that ENGINEER establish a scope and fee for specific services for review and approval prior to starting services or may direct ENGINEER in writing to proceed with defined services without preset limits.

## **Authorization and Commitment**

OWNER's Representative shall authorize services requested under **Scope of Services**. ENGINEER agrees to provide requested services upon receipt of authorization from OWNER via email or letter prior to starting the requested services.

## **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 with OWNER.

- 1. <u>Additional Site Visits and/or Meetings</u>: Additional OWNER-required site visits or meetings.
- 2. <u>Archaeological or Botanical Investigations</u>: ENGINEER will assist OWNER in engaging the services of an archaeologist or botanist, if required, to perform the field investigations necessary for agency review.
- 3. <u>Bidding- and Construction-Related Services</u>: Any services involved in performing bidding- and construction-related services.
- 4. <u>Drawings and Specifications</u>: Design services including drawings and specifications.

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City of Crest Hill, Illinois Page 2 January 22, 2025

- 5. <u>Flood Studies</u>: Any services involved in performing flood and floodway studies.
- 6. <u>Geotechnical Engineering</u>: 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.
- 7. <u>Land and Easement Surveys/Procurement</u>: Any services of this type including, but not limited to, a record search, field work, preparation of legal descriptions, or assistance to OWNER for securing land rights necessary for the project.
- 8. <u>Preparation for and/or Appearance in Litigation on Behalf of OWNER</u>: Any services related to litigation.
- 9. <u>Revising Designs, Drawings, Specifications, and Documents</u>: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed.
- 10. <u>Services Related to Buried Wastes and Contamination</u>: Should buried solid, liquid, or potentially hazardous wastes or subsurface or soil contamination be uncovered at the site, follow-up investigations may be required to identify the nature and extent of such wastes or subsurface soil or groundwater contamination and to determine appropriate methods for managing of such wastes or contamination and for follow-up monitoring.

## Compensation

OWNER shall compensate ENGINEER for Services under this Agreement on an hourly rate basis plus expenses an estimated fee of \$25,000.

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 January 27, 2025. Services are scheduled for completion on December 31, 2026.

City of Crest Hill, Illinois Page 3 January 22, 2025

# **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 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.
- 7. Pay all permit and plan review fees payable to regulatory agencies.

# **Opinion of Probable Cost**

Any opinions of probable cost prepared by ENGINEER are supplied for general guidance of OWNER only. ENGINEER has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to OWNER.

# 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**.

City of Crest Hill, Illinois Page 4 January 22, 2025

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 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, subconsultants, vendors, and other entities involved in this project to carry out the intent of this provision.

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City of Crest Hill, Illinois Page 5 January 22, 2025

# **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:

STRAND ASSOCIATES, INC.®

Joseph M. Bunker Corporate Secretary Date

OWNER:	OD
CITY OF CREST HILL, ILI	LINOIS
	TTDE
SIGNA	IUNE
Raymond R. Soliman	Date
Mayor	

# Agenda Memo





Meeting Date:	January 27, 2025		
Submitter:	Tony Graff, Interim City Administrator		
Department:	Administration		
Agenda Item:	1. City Administrator Recruitment Consulting Services Proposed Schedule		
	2. Recommendation to Revise the City Administrator's Job Description		

# **Summary:**

- 1. MGT Consulting Services for the City Administrator's Recruitment agreement was approved by the City Council on 8/5/2024. (See Attachment) The proposed schedule was prepared by Ryan Cotton, MGT Representative and reviewed. The announcement to begin the process is proposed to begin the week of February 10, 2025 with a target date for finalist interviews to be the week of April 22, 2025.
- 2. The City Administrator Job Description was updated 5/7/2019. MGT Representative Ryan Cotton reviewed the job description as part of the Recruitment process for a search for City Administrator candidates. The following categories address recommendations to revise to improve and attract candidates to apply for the position. The areas are:
- Essential Duties & Responsibilities

**Revise:** Manage, and oversee, and coordinates all Department, including the Finance Department, to achieve goals; plan and organize workloads and staff assignments; train, motivate, and evaluate staff; review progress and direct changes as needed.

- Desired Minimum Qualifications
  - a) Education & Experience

**Revised:** Bachelor's degree in public or business administration, management, public policy, planning, economic development, finance, or related field. **Revised:** Seven to ten years Three to seven years of progressively responsible experience as a Chief Administrative Officer or Deputy Chief Administrative Officer, or an equivalent combination of training and experience.

b) Knowledge, Skills, and Abilities

**Revised:** Demonstrate knowledge of the principles, practices, and methods of City or public governmental or institutional management, public administration, supervision and operational administration.

**Revised:** Demonstrated knowledge of municipal or public governmental or institutional finance, risk management, accounting, public information, labor relations, and organizational management.

**Revised:** Demonstrated knowledge of municipal or governmental law enforcement and public works operations, community development and zoning, water, and wastewater treatment.

**Revised:** Demonstrated ability to maintain knowledge of Federal and State requirements as well as current municipal and governmental or institutional management trends and developments.

**Recommended Council Action:** Request to approve the revised Job Description at the February 3, 2025, City Council Meeting and begin the recruitment process.

# **Financial Impact:**

**Funding Source:** N/A

**Budgeted Amount:** N/A

Cost: N/A

# Attachments:

MGT Recruitment Consulting Agreement

City Administrator's Revised Job Description

Proposed Recruitment Search Schedule



# MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT ("Agreement") is entered into as of July 23, 2024, ("Effective Date") between GovHR USA, a division of MGT of America Consulting, LLC ("GovHR"), with offices located at 4320 West Kennedy Boulevard, Tampa, FL 33609, and the City of Crest Hill, IL ("Client"), located at 20600 City Center Boulevard, Crest Hill, IL 60403, collectively referred to herein as the "Parties."

WHEREAS, GovHR offers global technological, educational, organizational and staffing consulting solutions services to the public and private sectors;

WHEREAS, Client anticipates a need within its organization for GovHR's services; and

WHEREAS, the Parties intend for this Agreement to serve as the governing, contractual basis of GovHR's provision of future project-level services to Client.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. THIS AGREEMENT AND STATEMENTS OF WORK. The Parties enter into this Agreement to set forth the general terms and conditions that will govern GovHR's provision of services to Client. Such services will be subsequently agreed upon by the Parties in individual Statements of Work ("SOW").

Each SOW will state all details required for the proper provision of project-level services, including scope, pricing, period of performance, and other required information ("Services") each an Exhibit A, Statement of Work, attached hereto and incorporated into the Agreement. Unless otherwise stated in an SOW, all Services shall be performed remotely. Each SOW will require signature by both parties to be effective.

2. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE. The contract documents consist of this Agreement and all exhibits, attachments, amendments, and SOWs subsequently executed by the Parties and all exhibits, attachments, amendments, and other documents made a part of the SOW ("Contract Documents"). Upon signature by the Parties, all SOWs executed during the Term shall be considered incorporated into and made a part of this Agreement.

In the event of a conflict among the terms and conditions in this Agreement and any SOW, unless that SOW expressly states the intention for the SOW to control with regard to the conflicting term or condition, then this Agreement shall control. Any terms or conditions contained in documents issued by Client other than the Contract Documents, including purchase orders, shall be voidable at GovHR's discretion.

**3. TERM.** The term of this Agreement shall commence on the Effective Date and will continue until February 28, 2026 (one year after the start of the City Administrator recruitment) or until terminated in accordance with this Agreement. This Agreement will automatically renew for additional one (1) year terms unless terminated by either party at least thirty (30) days prior to the expiration date.

4. **TERMINATION.** This Agreement or any individual SOW may be terminated with cause by either party: (a) if the other party materially breaches the terms of this Agreement and fails to cure the



breach within thirty (30) calendar days following written notice specifying the breach, or (b) immediately upon written notice if the other party fails to comply with applicable law or regulation.

5. **INSURANCE**. During the Term of this Agreement and any SOW, GovHR will maintain the minimum insurance coverages below. GovHR shall provide Certificates of Insurance to Client upon request and as required under SOWs.

a.	Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 annual aggregate
c.	Business Automobile Liability	\$1,000,000 combined single-limit, non-owned and hired. (GovHR does not own autos)
d.	Umbrella/Excess Liability	\$10,000,000 per occurrence & aggregate, follows form
e.	Worker's Compensation	Per Statute
f.	Employer's Liability	\$1,000,000 each accident
f.	Professional Liability	\$6,000,000 aggregate

6. **INDEMNIFICATION.** To the extent permitted by law, each Party shall fully defend, indemnify and hold harmless the other Party and its officers, directors, employees, agents, representatives, successors and assigns (collectively, "Indemnified Parties") from any and all claims, demands, causes of actions, costs, expenses, liability, losses, or damages including attorney's fees and expenses ("Claims"), whether in law or in equity, for bodily injury, death or property damage arising out of, relating to or caused by, in whole or part, the negligence, errors, omissions or willful misconduct of the indemnifying party or its officials, officers, employees, subcontractors, consultants or agents, relating to or connected with performance under this Agreement, unless Claims are caused wholly by the sole negligence or willful misconduct of the Indemnified Parties.

A Party's indemnity obligations under this Section are contingent upon the indemnified party: a) promptly notifying indemnifying party of each claim; provided, however, that the indemnified Parties failure to give prompt notice to the indemnifying party of any such claim shall not relieve the indemnified party of any obligation under this Section except and to the extent that such failure materially prejudices the indemnifying party's ability to defend against such claim; b) providing the indemnifying party with sole control over the defense and/or settlement thereof, provided however, that indemnifying party shall not settle any claim that includes an admission of wrongdoing by indemnified parties or otherwise adversely affects indemnified parties' interests without prior consent; and c) at the indemnifying party is request and expense, providing full information and reasonable assistance to the indemnifying party with respect to such claim.

7. **LIMITATION OF LIABILITY.** GovHR shall not be held liable for factors outside of its reasonable control, including losses or damages as a result of Client's provision of inaccurate data, or changing laws, regulations, political conditions.

TO THE EXTENT PERMITTED BY LAW AND EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR DATA USE, OR LOSS OR INTERRUPTION OF BUSINESS, ARISING OUT OF ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT OR WITH RESPECT TO ITS PERFORMANCE HEREUNDER, WHETHER ARISING OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY OR ANY OTHER THEORY. THE FOREGOING LIMITATION OF LIABILITY AND



# EXCLUSION OF DAMAGES APPLIES EVEN IF A PARTY HAD OR SHOULD HAVE HAD KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES.

To the extent permitted by law, except for actions or claims resulting from GovHR's gross negligence or intentional or willful misconduct, GovHR's total aggregate liability to Client shall be limited to the amount of compensation paid by Client to GovHR under this Agreement in the twelve (12) months prior to the action giving rise to liability.

8. GOVERNING LAW, JURISDICTION AND CONSENT TO SUIT. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the state of Florida, irrespective of the choice of laws principles of the state of Florida, as to all matters including validity, construction, effect, enforceability, performance, and remedies. Client submits itself and its property in any legal action or proceeding relating to this Agreement to the exclusive jurisdiction of any state or federal court within Hillsborough County, Florida and Client hereby accepts venue in each such court.

9. DISPUTE RESOLUTION PROCEDURE. In the event of a dispute, controversy or claim by and between the Parties arising out of matters related to this Agreement, the Parties will first attempt in good faith to resolve through negotiation any such dispute, controversy, or claim. Either party may initiate negotiations by providing written notice to the other party setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within five (5) business days with a statement of its position on, and recommended solution to, the dispute. If the dispute is not resolved by this exchange of correspondence, then senior management representatives of each party with full settlement authority will meet at a mutually agreeable time and place within fifteen (15) business days of the date of the initial notice to exchange relevant information and perspectives and to attempt to resolve the dispute.

If the dispute is not resolved by negotiation, either party may commence mediation by written request to the other party. The Parties will cooperate in selecting a mediator and in scheduling the mediation proceedings. The mediation shall take place in Tampa, Florida. The Parties will participate in the mediation in good faith and will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by either of the parties, their agents, employees, experts or attorneys, or by the mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties; provided, however, that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

Either party may seek equitable relief prior to the mediation to preserve the *status quo* pending the completion of that process. Except for such an action to obtain equitable relief, neither party shall commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, at which time suit may be brought in any court of competent jurisdiction. The prevailing party shall be entitled to an award of all reasonable costs, expenses, and attorneys' fees. In addition, should the dispute under this Agreement involve the failure to pay fees, and the matter is not resolved through negotiation or mediation, Client shall pay all costs of collection, including, but not limited to, GovHR's legal fees and costs should GovHR prevail.

10. CONFIDENTIALITY. Each party shall maintain in confidence and protect from unauthorized disclosure all information exchanged between the Parties that is reasonably understood under the circumstances to be confidential, whether disclosed orally, in writing or marked as confidential ("Confidential Information").



The receiving party shall make all reasonable efforts to protect Confidential Information from disclosure to unauthorized third parties. Confidential Information may be disclosed to third parties with a need-to-know under the circumstances and who are bound by confidentiality obligations no less restrictive than those herein. Neither party shall use such Confidential Information except in performance of the Services. GovHR may, however, disclose Client's name and the general nature of GovHR's work for Client sales proposals.

The above obligations of confidentiality shall not apply to the extent that the receiving party can show that the relevant information (a) was at the time of receipt already in the receiving party's possession; (b) is, or becomes in the future, public knowledge through no fault or omission of the receiving party; (c) was received from a third-party having the right to disclose; or (d) is required to be disclosed by law.

11. FORCE MAJEURE. Neither party shall be liable or considered at fault for any delay (except for payment) resulting from circumstances beyond the party's reasonable control, including but not limited to fire, flood, earthquake, elements of nature, epidemics, global pandemics, quarantines, acts of God, acts of war, labor disputes, and supply chain disruptions ("Excusable Delays"). The delayed party shall notify the other party in writing upon the discovery of any significant Excusable Delay. During an Excusable Delay, the delayed party shall use reasonable efforts to mitigate costs and damages and to resume performance under this Agreement.

The Parties recognize that GovHR's ability to timely perform under a SOW is contingent upon Client's timely provision of any agreed-upon data, personnel access, or other requirements. If Client's failure to provide to such data, access or other requirements causes significant delays to GovHR's progression of Services, and GovHR incurs losses or damages as a result, then the Parties shall negotiate and execute a SOW amendment for an equitable adjustment to the schedule and for additional costs. GovHR shall provide all substantiating documentation of costs reasonably requested by Client in consideration for any equitable adjustment. Excusable Delays shall not give rise to an equitable adjustment.

12. FEES AND PAYMENT. Unless otherwise set forth in a SOW, all correct invoices submitted by GovHR to Client shall be due and payable upon receipt. If Client disputes an invoice or portion thereof in good faith, then Client shall pay any undisputed portion and provide GovHR with written notice of the dispute, in reasonable detail, and the Parties shall promptly meet to resolve such dispute. GovHR reserves the right to impose an interest charge equal to the lesser of one and one-half percent (1.5%) per month or the maximum allowable by law in respect of any invoice which is outstanding for more than thirty (30) days. GovHR may stop work after sixty (60) days of Client's non-payment of undisputed invoiced amounts.

**13. MODIFICATION.** This Agreement and any SOW shall only be modified by written amendment signed by the Parties. All signed amendments shall be deemed incorporated into this Agreement by reference.

14. NON-SOLICITATION. During the term of this Agreement and for a period of two (2) years following termination or expiration, neither party shall knowingly, directly or indirectly, solicit nor encourage the solicitation of any person who is, or was within a 12-month period prior to such solicitation, an employee of the other party or its affiliates that became known to the other party as a result of this Agreement, except with the prior written consent of the other party. This provision shall not restrict the right of either party to solicit by public advertisement.

**15. 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,



GovHR, 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, GovHR, 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 GovHR, or its permitted successive assignees.

16. INDEPENDENT CONTRACTOR. It is expressly understood that at all times, while rendering the Services, GovHR is acting as an independent contractor and not as an officer, agent, or employee of the Client. GovHR shall not be required to keep specific work hours (except in the case of specific hours required under employee leasing contracts), equipment, or a specific office, and shall use independent means and methods for performing the Services. For all purposes, including Medicare, Social Security taxes, the Federal Unemployment Act ("FUTA"), income tax withholding, worker's compensation, and unemployment insurance, GovHR, its personnel and contractors will be treated and deemed independent contractors and not employees of Client.

17. NON-DISCRIMINATION/EQUAL EMPLOYMENT PRACTICES. Neither party shall unlawfully discriminate or permit discrimination against any person or group of persons in any matter prohibited by federal, state, or local laws. During the performance of this Agreement, neither party or their employees, agents, or subcontractors, if any, shall discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual orientation, gender identity, race, creed, color, national or ethnic origin, medical conditions, physical disability, or any other classifications protected by local, state, or federal laws or regulations. The parties further agree to be bound by applicable state and federal rules governing equal employment opportunity and non-discrimination.

18. NOTICES. All legal notices required by this Agreement are deemed to have been given when notices are both (1) delivered by email to the email address below, and (2) following such email delivery, a mailed copy of the notice is delivered to the mailing address below.

To GovHR:	To Client:		
Name:	GovHR, A division of MGT of America Consulting, LLC	Name:	Crest Hill, Illinois
ATTN:	Legal Notice/Contracts	ATTN:	Ray Soliman, Mayor
Address:	4320 West Kennedy Blvd.	Address:	20600 City Center Boulevard
	Tampa, FL 33609		Crest Hill, IL 60403
Email:	contracts@mgtconsulting.com	Email:	rsoliman@cityofcresthill.com

If the email address and mailing address is incomplete for a party, then notice shall be mailed to the address on the first page of this Agreement.

**19. SEVERABILITY.** If any provision of this Agreement shall be declared illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable, and this Agreement shall be interpreted and enforced as if such illegal or invalid provision had never been included herein.

20. COUNTERPARTS AND EXECUTION. This Agreement and any SOW may be executed in counterparts, each of which when so executed shall be deemed an original and all of which together shall constitute one and the same instrument. The counterparts may be executed by electronic signature and delivered by scanned signature or other electronic means by any of the parties to any other party and the



receiving party may rely on the receipt of this Agreement so executed and delivered as if the original had been received.

**21. SURVIVAL**. The sections Term, Termination, Insurance, Indemnification, Limitation of Liability, Governing Law, Jurisdiction, Consent to Suit, Dispute Resolution Procedure, Confidentiality, and Non-Solicitation, of this Agreement and the payment obligations described in any SOW shall survive the termination or expiration of the Agreement or SOW.

22. ENTIRE AGREEMENT. This Agreement and all exhibits constitute the entire and only agreement between the Parties. Each party acknowledges that in entering into this Agreement it has not relied on any representation or undertaking, whether oral or in writing, except for those expressly stated herein. Any purchase order provided by the Client will be limited by, and subject to, the terms and conditions of this Agreement.

23. **NON-EXCLUSIVITY**. This Agreement is non-exclusive, and both Parties remain free to enter into similar agreements with third parties. During the term of this Agreement, GovHR may perform Services for any other clients, persons, or companies as GovHR sees fit, so long as the performance of such Services does not interfere with GovHR's performance of obligations under this Agreement, and do not create a conflict of interest.

24. **THIRD PARTY BENEFICIARIES**. Except as specifically set forth herein, nothing in this Agreement is intended or shall be construed to confer upon any person or entity, other than the parties hereto and their successors or assigns, any rights or remedies under or by reason of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Master Services Agreement.

GOVHR, A DIVISION OF MGT OF AMERICA CONSULTING, LLC

C Stoppo

Name: A. Trey Traviesa Title: CEO Date: 8/9/2024 **CREST HILL, ILLINOIS** 

Name: Ray Soliman Title: Mayor Date: 852221



# EXHIBIT A EXECUTIVE RECRUITMENT STATEMENT OF WORK

As of July 23, 2024 ("Effective Date"), **GovHR**, a division of MGT of America Consulting, LLC ("GovHR") and the City of Crest Hill ("Client") execute this Statement of Work ("SOW") pursuant to the Master Services Agreement between the Parties dated July 23, 2024 ("Agreement").

### 1. PROJECT-

Executive Recruitment for the position of City Administrator.

### 2. SCOPE

GovHR will provide recruitment services in accordance with GovHR's proposal dated July 5, 2024, but at the City's request will not begin the recruitment until on or after March 1, 2025. All terms of the Proposal are incorporated herein by reference and supersede in the event of a conflict.

# 3. COMPENSATION AND REIMBURSABLE EXPENSES

a. Fee. The flat fee for the Services described above is \$20,500.b. Expenses. \$3,500 (not to exceed).

If GovHR is required to travel for provision of Services, GovHR must obtain prior written authorization from Client for reimbursement of actual expenses.

# 5. INVOICING AND PAYMENT

Recruitment Fee and advertising expenses incurred will be billed as follows: 1<sup>st</sup> Invoice upon Contract Award (40% of recruitment fee)

2<sup>nd</sup> Invoice upon Presentation of Candidates (40% of the recruitment fee and expenses to date)

Final Invoice upon completion of recruitment (20% of fee plus all remaining expenses).

Payment of invoices is due within thirty (30) days of receipt.

GOVHR, A DIVISION OF MGT OF AMERICA CONSULTING, LLC **CREST HILL, ILLINOIS** 

1 R. pl.

Name: Ray Soliman Title: Mayor Date:

Name: A. Trey Traviesa Title: CEO

Date: 8/9/2024



<u>Position:</u> City Administrator <u>Department:</u> Administration <u>Status:</u> Exempt <u>Last Updated:</u> 05/07/2019 01/21/2025 "DRAFT"

# **General Purpose:**

The City Administrator is a highly responsible executive position that manages and directs the operational activities of the City of Crest Hill in accordance with policy established by the City Council, State and Federal laws, regulations, and guidelines. This position plans, organizes, and directs municipal functions through subordinate departments and represents the City in administrative and operational areas.

# **Supervision Received:**

The City Administrator is appointed by the Mayor and confirmed by the City Council.

# **Supervision Exercised:**

The City Administrator directly supervises the Assistant City Administrator/Human Resources Director, Department Heads, and provides direction to all City personnel and contractors.

# **Essential Duties & Responsibilities:**

- Attend all City Council meetings, Work Sessions, and other meetings as required; Ensure City Council and Work Session agendas and packets are accurately prepared and distributed to Council members prior to meetings; Update the Mayor and City Council on City services, programs, the financial condition of the City, and other matters under consideration by the Council; recommend for Council adoption such measures deemed necessary for the health, safety, and welfare of the City.
- Review budget requests and prepare the annual operating and capital budget for presentation to the Mayor and Council with the assistance of the Finance Supervisor; Responsible for the administration of the budget following its adoption by Council.
- Prepare and submit to the Council justification for capital improvements; review funding alternatives, analyze costs, and prepare recommendations.
- Establish an ongoing five-year capital improvement budget and annually update the current and future years.
- Manage, and oversee, and coordinates all Departments, including the Finance Department, to achieve goals; plan and organize workloads and staff assignments; train, motivate, and evaluate staff; review progress and direct changes as needed.
- Provide leadership and direction in the development of short and long range plans; gather, interpret, and prepare data for studies, reports, and recommendations.
- Directs the collective bargaining process, disputes, disposition of employee grievances, and other employee relations matters.
- Promote internal operating efficiencies, conduct periodic staff meetings, and encourage employee professional development.



- Serve as the City spokesperson, appear before citizen's groups and other organizational meetings, make speeches, and attend ceremonial functions; promote and maintain positive community relations.
- Serve as the City's risk management representative.
- Assist Crest Hill citizens, outside agencies, developers, local community groups, utility companies and City staff in resolving governmental or operating problems by bringing important matters to Council's attention.
- Assure all City ordinances are effectively and properly enforced; supervise the administration of all laws, ordinances, and City policies.
- Prepare correspondence needed to direct or document City business decisions.
- Review and analyze reports, legislation, court cases, and related matters and direct or personally conduct studies, research, and investigation on a wide variety of administrative and technical areas; direct and implement programs as needed.
- Prepare reports on specific municipal activity as requested by the City Council.
- Respond to citizen requests.
- Maintain a strong working relationship with the Mayor through regular communication.
- Attend meetings of local, regional, state, and other officials to represent the interests of the City and to keep informed on matters of interest to the City.
- Attend seminars and conferences to enhance knowledge and professional expertise.
- Perform other duties as assigned.

# **Desired Minimum Qualifications**

# **Education & Experience:**

- Bachelor's degree in public or business administration, management, public policy, planning, economic development, finance, or related field.
- Master's degree in public/business administration or advanced degree preferred.
- Seven to ten years Three to seven years of progressively responsible experience as a Chief Administrative Officer or Deputy Chief Administrative Officer, or an equivalent combination of training and experience.

# Knowledge, Skills, and Abilities:

- Demonstrated knowledge of the principles, practices, and methods of City or public governmental or institutional management, public administration, supervision and operational administration.
- Knowledge of strategic and long range planning practices.
- Demonstrated knowledge of municipal or public governmental or institutional finance, risk management, accounting, public information, labor relations, and organizational management.
- Demonstrated knowledge of municipal or governmental law enforcement and public works operations, community development and zoning, water and wastewater treatment.
- Demonstrated ability to maintain knowledge of Federal and State requirements as well as current municipal and governmental or institutional management trends and developments.
- Ability to stay informed on the availability of state and federal funds for local purposes.

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Item 10.



- Ability to plan, organize, and direct the affairs of the City.
- Ability to provide leadership and consultation to City staff and Council.
- Demonstrated ability to read and interpret complex laws, regulations, and ordinances.
- Ability to successfully negotiate agreements and resolutions to complex issues.
- Ability to properly maintain and organize office files and records.
- Ability to respond to email requests in a timely manner.
- Ability to read, clearly speak, and legibly write the English language.
- Excellent customer service skills.
- Skilled in the use of Microsoft Word, Excel, Access, and Outlook as well as Adobe Acrobat, and the ability to learn other software as needed.
- Demonstrated ability to communicate effectively both verbally and in writing, using complex sentences, proper punctuation, spelling and grammar.
- Ability to apply common sense understanding to carry out detailed instructions, prioritize multiple tasks, and work independently to meet deadlines.
- Ability to multi-task and cope with numerous interruptions, remain calm in stressful situations, and make objective decisions using sound judgement.
- Ability to perform basic math skills, use decimals to compute ratios and percentages, and tabulate data to create spreadsheets.
- Ability to prepare and operate within the constraints of a budget.
- Ability to enhance relations with the Mayor, City Council, staff, and members of the public.
- Ability to present for informational and instructional purposes at City Council meetings and other venues.
- Ability to gain proficiency in the everyday operation and minor maintenance of required tools and equipment.
- Ability to acquire and apply thorough knowledge of City and Department policies and procedures and ensure staff compliance.

# **Tools & Equipment, Physical Demands, Working Conditions**

# **Tools and Equipment:**

The following list of tools and equipment is a representative and not necessarily all-inclusive inventory of items needed to successfully perform the essential job duties:

Telephone, facsimile, photocopier, printer, document scanner, personal computer, calculator, audio/visual equipment, motorized vehicles and equipment, common hand and power tools, and mobile radio.

# **Physical Demands:**

The physical demands described below are representative of those that must be met by an employee to successfully perform the essential job duties. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

While preforming the duties of this job, the employee is regularly required to sit for extended periods of time, possess average ordinary visual acuity necessary to prepare or inspect documents or operate



office equipment, talk reach with hands and arms, walk, climb and descend stairs, bend, crouch, lift and/or move up to 25 pounds. Frequent and regular movements are required using wrists, hands and fingers to feel, handle, or operate equipment, tools or controls. Effective audio-visual discrimination and perception to quickly and accurately make observations, correctly identify red, yellow, blue and green, distance and peripheral vision, depth perception and the ability to adjust focus is also required. Hearing must be sufficient for average or normal conversations, to understand verbal direction, and to detect abnormal equipment operation and alarms.

# Working Conditions:

Work activities are conducted in a climate controlled open office environment and noise levels are usually quiet. This position routinely uses standard office equipment including computers, phones, photocopiers, filing cabinets, adding machines, and fax machines. There are no hazardous or significantly unpleasant conditions.

The weekly work schedule is 40 hours in duration, Monday through Friday and may be extended in the event of an emergency, disaster, workload, or the need to complete time-sensitive work. Employees working in this position are required to attend evening meetings and work on some Saturdays, Sundays and holidays.

# Performance Measurements & Selection Guidelines

- Regularly arrives for work on time prepared to perform the duties of the job.
- Attends Council and regional meetings as necessary.
- Practices and sets an example of ethical conduct.
- Possess a professional manner and appearance.
- Demonstrates leadership.
- Avoids politics and partisanship.
- Sets and achieves City goals and objectives.
- Adheres to City policies and procedures.
- Sets a standard of excellence in customer service and staff support.
- Consistently produces accurate work and meets deadlines.
- Uses available methods to track on-going or semi-regular tasks and project deadlines.
- Completes routine or regular tasks without being directed by others.
- Drafts thorough and complete reports and memoranda reviewing for errors in work product.
- Displays composure, friendliness, and respect in treatment of the public and coworkers.
- Ability to exercise good judgement in analyzing problems.
- Respects the confidential nature of many aspects of the position.
- Adapts to changes in the work environment and manages competing demands.
- Has a thorough knowledge of the City's policies, procedures, rules, regulations, structure and operations and uses it appropriately to resolve problems and crises.

An employee in this position is also evaluated upon the general observations of the ability to perform all of the essential responsibilities and duties.

# **Selection Guidelines:**



Formal application; evaluation of education and experience; oral interview, reference check, background investigation; post-offer medical physical including drug and alcohol screening; job related tests may also be required.

# **Disclaimer:**

The above statements are intended to describe the general nature and level of work being performed by persons assigned to this job. They are not intended to be an exhaustive list of all responsibilities, duties and skills required. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

City Administrator

Date

Mayor

Date



# City Administrator Search

Dates	Steps	Notes
Week of January 27 <sup>th</sup>	New drafts of Advertisement, Advertisement Sources, Recruitment Brochure (RB), Search Calendar, and Interview dates provided by MGT and reviewed/edited by Interim Administrator and placed on City Council agenda. Job Description edits were placed on the Council Work Session agenda for discussion on 1/27/2025.	MGT Recruiter based on conversation 01/15/25.
Week of Feb. 3rd	New Advertisement, Advertisement Sources, Recruitment Brochure (RB), Search Calendar, and Interview dates edited and APPROVED at a City Council meeting (Feb. 3 <sup>rd</sup> ). City Council to consider broadening the job description experience requirements to enable consideration of more candidates. City Council designation of two elected official Points of Contact to go over the detailed applications with the recruiter as interesting ones come in.	MGT Recruiter Virtual
Week of Feb. 10th	Advertisements posted and networking begins. Local social media also. (Recommended advertisement deadline of March 17th)	MGT nationally; Crest Hill web site locally
End of Feb./Early March	MGT networking, answering candidate questions, preliminary phone interviews, etc. Virtual interviews with the recruiter throughout the advertising process as quality candidates apply. Reference checks started.	MGT Recruiter Virtual
Monday, March 17h	Deadline for applications. Recruiter Check-In Meeting with elected official Points of Contact and Interim Administrator on March 17 <sup>th</sup> prior to start of MGT virtual interviews. MGT staff in-depth due diligence begins with key candidates (after virtual interviews)	MGT Recruiter Virtual and staff
Week of March 31st	Electronic Books for the best candidates Prepared and delivered.	MGT Office staff
Week of April 7th	Presentation to the Interview Team/City Council, inclusive of whomever is the Mayor, by the two elected Points of Contact of the best candidates. Closed session. (MGT Due diligence social media, and other media checks, first reference checks, etc. completed).	MGT Recruiter Virtual or In-Person
Week of April 7th	First Virtual Interviews with the Points of Contact for Thursday afternoon, April 10th.	MGT Recruiter Virtual or In-Person
Week of April 14th	Provide community windshield tours in advance of Interviews along with anonymous comment cards. Meet with Key staff and elected/appointed officials. Monday morning, April 14th is suggested.	MGT Recruiter Virtual or In-Person
Week of April 22 <sup>nd</sup>	Interview Team/City Council conducts In-Person Interviews of Semi- Finalists. <sup>*</sup> All candidates given promotional "goodie bags." The Interview Team selects the top candidates plus one (1) alternate candidate. MGT conducts reference checks and orders formal background checks. Tuesday afternoon, April 22 <sup>nd</sup> before the regular meeting is suggested. Conditional Offer discussed at the end of the April 22 <sup>nd</sup> meeting to be presented to the finalist.	MGT Recruiter Virtual or In person
Week of May 5 <sup>th</sup> .	MGT conducts additional Due Diligence, as requested. Background check result. Employment agreement offer.** Employment Agreement approved at the May 19 <sup>th</sup> City Council Meeting (target)	MGT staff and Recruiter Virtual

\*Reimbursement of travel expenses for the candidate and significant other is recommended.

\*\* Car allowance of a modest amount is highly recommended to not chill negotiations. Resolve this and other important employment agreement terms in advance.

# **SPESIA & TAYLOR**

# **MEMO**

To: Mayor Soliman and City Council From: Mike Stiff Date: January 20, 2025 Re: Ordinance to Replace the Grocery Tax effective January 1, 2026

The Illinois legislature in 2024 passed legislation which does away with the state grocery tax effective January 1, 2026. When I reported this to the City Council, I also advised that the legislation also included language which allows individual municipalities, including non-home rule communities to pass their own local grocery tax ordinances. I was directed to prepare an Ordinance establishing a grocery tax to replace the outgoing tax. Again, the state tax does not go away until January 1, 2026. The attached ordinance, if passed, must be submitted to the Illinois Dept. of Revenue, by October 1, 2025, to be effective on January 1, 2026 when the old tax goes away.

MRS

# ORDINANCE NO.

# AN ORDINANCE IMPLEMENTING A NON-HOME RULE MUNICIPAL GROCERY RETAILERS' OCCUPATION TAX AND A MUNICIPAL GROCERY SERVICE OCCUPATION TAX IN THE CITY OF CREST HILL, WILL COUNTY, ILLINOIS

**WHEREAS**, the City of Crest Hill is a non-home rule Illinois municipality pursuant to the Constitution of the State of Illinois of 1970, as amended; and

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

**WHEREAS**, the Illinois Municipal Code, 65 ILCS 5/1-2-1, provides that the corporate authorities of each municipality may pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities, with such fines or penalties as may be deemed proper; and

**WHEREAS**, on August 5, 2024, Governor Pritzker signed legislation repealing the Illinois Grocery Tax effective January 1, 2026; and

**WHEREAS**, the legislation signed into law by Governor Pritzker on August 5, 2024, also amends the Illinois Municipal Code to allow all Illinois municipalities to reinstate the grocery tax at the local level; and

WHEREAS, Section 8-11-24(a) of the Illinois Municipal Code (65 ILCS 5/8-11-24(a)) provides that, beginning on January 1, 2026, all Illinois municipalities may impose a tax "upon all persons engaged in the business of selling groceries at retail in the municipality on the gross receipts from those sales made in the course of that business" (the "Municipal Grocery Retailers' Occupation Tax") (65 ILCS 5/8-11-24(a)); and

**WHEREAS**, if imposed, the Municipal Grocery Retailers' Occupation Tax must be "at the rate of 1% of the gross receipts from these sales" (65 ILCS 5/8-11-24(a)); and

**WHEREAS**, any Municipal Grocery Retailers' Occupation Tax shall be administered, collected, and enforced by the Illinois Department of Revenue; and

WHEREAS, Section 8-11-24(b) of the Illinois Municipal Code (65 ILCS 5/8-11-24(b)) requires any municipality imposing a Municipal Grocery Retailers' Occupation Tax under Section 8-11-24(a) of the Illinois Municipal Code (65 ILCS 5/8-11-24(a)) to also impose a Service Occupation Tax "at the same rate upon all persons engaged, in the municipality, in the business of making sales of service, who, as an incident to making those sales of service, transfer groceries" (the "Municipal Grocery Service Occupation Tax") (65 ILCS 5/8-11-24(b)); and

WHEREAS, the Mayor and City Council of the City of Crest Hill have determined that it is appropriate, necessary, and in the best interests of the City of Crest Hill and its residents, that the City of Crest Hill levy both a Municipal Grocery Retailers' Occupation Tax, as authorized by Section 8-11-24(a) of the Illinois Municipal Code (65 ILCS 5/8-11-24(a)), and a Municipal Grocery Service Occupation Tax, as authorized by Section 8-11-24(b) of the Illinois Municipal Code (65 ILCS 5/8-11-24(b)).

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

<u>SECTION 1.</u> The Corporate Authorities hereby find that all the recitals contained in the preamble to this Ordinance are true, correct, and complete and are hereby incorporated by reference hereto and made a part hereof.

**SECTION 2.** Municipal Grocery Retailers' Occupation Tax Imposed. A tax is hereby imposed upon all persons engaged in the business of selling groceries at retail within the City of Crest Hill at a rate of one percent (1%) of the gross receipts from such sales made in the course of such business while this Ordinance is in effect. The imposition of this tax is in accordance with and subject to the provisions of Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24).

**SECTION 3.** Municipal Grocery Service Occupation Tax Imposed. A tax is hereby imposed upon all persons engaged, within the City of Crest Hill, in the business of making sales of service, who, as an incident to making those sales of service, transfer groceries. The rate of this tax shall be the same rate identified in Section 2 above. The imposition of this tax is in accordance with and subject to the provisions of Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24).

<u>SECTION 4.</u> The taxes hereby imposed, and all civil penalties that may be assessed as an incident thereto, shall be collected and enforced by the Department of Revenue of the State of Illinois. The Department of Revenue shall have full power to administer and enforce the provisions of this Ordinance.

**SECTION 5.** As required under Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-1.3), the City Clerk is hereby directed to file a certified copy of this Ordinance with the Illinois Department of Revenue on or before October 1, 2025.

**SECTION 6.** The taxes imposed by this Ordinance shall take effect on the later of: (i) January 1, 2026; (ii) the first day of July next following the adoption and filing of this Ordinance with the Department of Revenue, if filed on or before the preceding April 1st; or, (iii) the first day of January next following the adoption and filing of this Ordinance with the Department of Revenue, if filed on or before the preceding October 1st.

<u>SECTION 7.</u> In the event that any provision or provisions, portion or portions, or clause or clauses of this Ordinance shall be declared to be invalid or unenforceable by a Court of competent jurisdiction, such adjudication shall in no way affect or impair the validity or enforceability of any of

the remaining provisions, portions, or clauses of this Ordinance that may be given effect without such invalid or unenforceable provision or provisions, portion or portions, or clause or clauses.

**SECTION 8.** That all ordinances, resolutions, motions, or parts thereof, conflicting with any of the provisions of this Ordinance, are hereby repealed to the extent of the conflict.

**SECTION 9.** That the City Clerk is hereby directed to publish this Ordinance in pamphlet form.

**SECTION 10.** That this Ordinance 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 3<sup>RD</sup> DAY OF FEBRUARY, 2025.

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

Christine Vershay-Hall, City Clerk

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

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

# Agenda Memo

Crest Hill, IL

=

**CITY OF NEIGHBORS** 

Meeting Date:	January 27, 2025
Submitter:	Tony Graff, Interim City Administrator
Department:	Administration
Agenda Item:	Community Room Rental Agreement

**Summary:** On February 20, 2024, a draft policy for renting the community room was discussed at the council meeting (Attached Minutes). There was no formal action taken by the council. Further information was requested including obtaining the Village of Romeoville's documents and policy along with updating the rental agreement language to address insurance requirements.

The Draft Rental Agreement has been updated by Attorney Stiff for review by staff. See Attached Interim HR Director Strahl's memo to Interim Director Tony Graff dated 12/27/2024. There are seven (7) items to consider formulating a workable policy

**Recommended Council Action:** Requesting the City Council to clarify their intentions regarding room use and determining the best options to accommodate those intentions without incurring additional costs to the city.

# **Financial Impact:**

Funding Source:

Budgeted Amount: n/a

Cost:

# Attachments:

Draft Rental Agreement prepared by Attorney Stiff

Memo From Interim HR Strahl dated 12/27/2024.

City Council Minutes 2/20/2024

Village of Romeoville's Documents

# City of Crest Hill Community Room Rental Agreement

This License Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, between the City of Crest Hill (hereinafter "City") and (hereinafter "Licensee").

1.	<u>Rental:</u>	The City hereby grants to the Licensee, the Community Room pursuant to the terms and conditions provided herein. See Exhibit A.
2.	Use:	The Community Room shall be used for the following use, and for no other
3.	<u>Term:</u>	The License fee is for the following period: See Exhibit A.
4.	<u>Fee:</u>	Licensee shall pay the following hourly fee, when billed by the City in accordance with the schedule in Exhibit A. In the event that the use extends beyond the scheduled time, additional pro rata

5. <u>Cancellation by Licensee</u>: In the event that the Licensee cancels the scheduled event, the entire fee shall be due. Cancellations can only be made to City between 8:00 a.m. and 4:30 p.m., Monday through Friday.

charges shall be due.

- 6. <u>Compliance with Laws and Regulations</u>: The Licensee shall comply with all Federal, State, Local and City laws and regulations, and City policies and ordinances. Licensee shall cause to have removed any individual who violates any Federal, State, Local, or City law or regulation, or City policy.
- 7. <u>No Importation of Alcohol</u>: Except for vendors approved by the City the Licensee shall not permit any person, partnership, corporation, limited liability company, or any other entity, to bring alcoholic beverages on to the Premises. Licensee shall immediately confiscate and dispose of any such alcoholic beverage brought onto the Premises in violation of this provision. In addition, City or Licensee may cause to have removed any individual who violates this provision.
- 8. **Facility Use:** The Licensee shall not permit any individual, partnership or corporation to advertise, sell, sponsor or promote any business, production or service on the City grounds without prior consent of City, including banners, tents and signs. Such requests must be submitted in writing to the City's Clerk fourteen (14) days prior to the event.
- 9. **Insurance**: The Licensee shall maintain comprehensive general liability coverage in force, with a minimum of One Million Dollars (\$1,000,000) for each occurrence and in the aggregate. Said policy shall name the City, its officers, employees, and agents as additional insured. The policy shall provide that it may not be canceled without 30 days written notice to the City. The Licensee shall provide the City with a Certificate of Insurance evidencing compliance with these terms prior to the commencement of the scheduled event. No event may commence without the presentation, to the City, of the required

Certificate of Insurance. Such insurance shall be written with an insurance company approved by the City and licensed to engage in business in the State of Illinois.

- 10. **Indemnification**: Licensee agrees to release, indemnify, and hold harmless City from and against any and all liability for bodily injury, (including death), damage to property, personal injury. claims, demands, losses, damages, costs and expenses (including any attorney's fees and expert fees), and any litigation arising from, or alleged to arise from, the rental and use of facilities, which are subject of this agreement, except for loss or damage resulting from the willful and wanton conduct of the City and its employees or agents. Nothing contained herein is intended to limit the City's right to assert any immunity defenses it may have by statute, rules, regulations, or other laws of the State of Illinois.
- 11. <u>Notification</u>: The parties to this contract agreement do hereby mutually agree to notify the other party immediately of any incident that may occur during or in connection with the scheduled rental.
- 12. <u>Return of Premises</u>: Licensee shall maintain the Premises during the term of the license and return of the Premises at the conclusion of the license term, in reasonably the same condition as the Premises was found prior to the license term. Damages to the Premises shall be the responsibility of the Licensee and all costs thereof shall be assessed against Licensee as an additional fee payable within ten (10) days of the date of the City's invoice setting forth such amount.
- 13. <u>Cancellation by the City</u>: In the event that the City requires the use of the Premises for City sponsored activities, the City reserves the right to cancel this Agreement or any section of this agreement without cause upon 7 calendar day's notice to the Licensee.
- 14. <u>Notice</u>: Notices required by this Agreement shall be delivered to the Attention of City Clerk, 20600 City Center Blvd, Crest Hill, IL 60403 during regular District business hours, which are Monday Friday from 8 AM 4:30 PM, excluding holidays.
- 15. **Freedom of Information:** This agreement and all related public records maintained by, provided to, or required to be provided to the State, are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this contract.
- 16. <u>Agreement Complete</u>: This Agreement represents the complete understandings between the parties and may only be amended in writing.
- 17. <u>Governing Law:</u> This Agreement and the enforcement thereof shall be governed and controlled in all respects by the laws of the State of Illinois, without giving effect to any choice of laws or rules that would require the application of the laws of any other jurisdiction, and any venue for any litigation regarding this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit, Will County, Illinois.

City of Crest Hill	Renter
By:	By:
	Exhibit A
Approved Dates and Times for the "	" are as follows:
Date	Time Fee

All City equipment used during the rental shall remain property of the City. This includes but is not limited to electronics, refrigerator, microwave, AED, tables, chairs and related equipment. Failure to return equipment in its original condition when borrowed will result in charges for replacement.

City Initials

Licensee Initials

**Raymond R. Soliman** Mayor

**Christine Vershay-Hall** Clerk

TO:

### Glen Conklin Treasurer

Ward 1 Scott Dyke Jennifer Methvin

Ward 2 Claudia Gazal Darrell Jefferson

### Ward 3

Tina Oberlin Mark Cipiti

Ward 4 Nate Albert Joe Kubal

# **CITY OF CREST HILL**

20600 City Center Boulevard Crest Hill, IL 60403

815-741-5100 cityofcresthill.com

Interim City Administrator Tony Graff FROM: Interim Human Resources Manager Dave Strahl SUBJECT: Draft Community Room Usage Policy DATE: December 27, 2024

Attached is a copy of the draft policy that was presented to the city council for comment on February 20, 2024. The minutes from that meeting are also attached for general information. It is my understanding that the draft policy was modeled after the community room policy that Romeoville utilizes.

A couple of observations that might be considered to formulate a workable policy are highlighted below.

- 1. The draft policy has an insurance requirement of a minimum of \$1,000,000 of coverage. It is very unlikely a Homeowner's Association (HOA) would have that level of coverage. A reasonable level of coverage is warranted and there is a need to confirm the city has no liability responsibility for any persons or groups that utilize the community room. If the coverage requirement remains the same there would likely be requests to waive the coverage requirements, which would create additional concerns about inconsistent application of the requirements.
- 2. The draft regulations do not prohibit political activities or religious activities to occur in the facility. Also, if there is a conflict among requested times or dates, the city has sole discretion to determine which group will be granted the room use. The city will typically give preference to a community-based organization over an organization from outside the community.
- 3. Policy should include a credit card deposit to cover the cost of clean up and possible damage. Once the facility is determined to be free of damage a portion of the deposit could be refunded. This cost would cover the expense of staff required to set up, tear down, and clean up after the event. Currently there is no prohibition for events after hours or weekends. If after business hours and weekends are available there will be a need to have city personnel available on an overtime basis to perform the require room management activities, including securing and opening the room.





- 4. There should be a set of configurations available for the renter to designate to minimize any furniture movement by the visitors to the room. This configuration selection will be included as part of the room rental request. Since there will be additional expense for staff to be present for weekends, should there be an additional fee for weekend use?
- 5. Suggest a provision that if minors are to be present there must always be sufficient adult supervision present.
- 6. Any audio/visual equipment will be the responsibility of the renter to provide and ensure compatibility. The city will not have staff or equipment available for use or rental use.
- 7. There should also be a provision that if any food is brought into the facility any responsibility to maintain proper temperature for consumption will be the renter's responsibility. Furthermore, the renter shall be responsible for providing all electrical cords for such devices. All food must be removed upon the conclusion of the event. All trash must be consolidated into available trash cans, and nothing shall be left for individual disposal outside of provided trash cans.

There may be a need to clarify what the city council's intention is regarding the room use and determining the best options to accommodate those intensions without incurring additional cost to the city.

City Council Minutes 2/20/2024

# **TOPIC: Community Room Discussion**

City Clerk Christine Vershay-Hall commented that an email was received for rental use of the community room from a not-for-profit organization, and we have no guidelines for renting the community room. She asked what the requirements are for renting the community room, is there a charge, a rental agreement. Clerk Vershay-Hall commented that as of right now we only have homeowner's associations that have been approved by the Council renting the room. Clerk Vershay-Hall asked if the Council would want each rental request for the community room to come before the Council. Alderwoman Gazal stated that she wants them to come before the Council and have no rental fee.

Clerk Vershay-Hall commented that some rentals are after hours and Public Works and Police Department must set up, unlock, and lock doors for the meetings, and this costs the city. She also asked if they will be allowing food. Alderwoman Gazal commented that this is why we have the kitchenette.

An agreement was handed out that Director Kline had put together. City Attorney Mike Stiff commented that he has looked over this agreement and made some legal 'tweaks' but he stated that he already thought the green light was given by the Council for this.

Alderman Albert commented that he does not feel we should be charging since this was originally for community use but realistically, he understands there will be overtime costs and the fee we charge will not cover some of that but feels we need to charge a fee. He also commented that he did not look at the rentals as parties but more so meetings. Alderwoman Gazal commented that if we do not charge that will just open the door for more people to have gatherings here. Several Council members felt this room rental should not be for private parties.

Attorney Stiff commented that we need to establish a policy with rules and regulations for the use of the community room and it would be on a first come first serve basis with an application and a process in which you get your application approved, such as block parties, etc.

It was asked of Stuart in the audience when he holds meetings at the library how it is managed. Stuart commented that they give them a \$50.00 deposit on a credit card and if there is damage, they have the credit card to run through for damages. (Audio hard to transcribe since audience member did not approach podium).

Discussion was had regarding if the two chamber doors lock. It was stated that a special tool unlocks/locks the doors and there is no actual key to lock from inside. Mayor Soliman commented that he is sure Tony or Director Kline have a key.

Clerk Vershay-Hall asked if the Council is okay with renters bringing food. It was commented that a coffee cake or something of that nature but not actual food unless it is city function since this is more so for HOA meetings. Clerk Vershay-Hall asked if this is just for Crest Hill organizations or would you open this up to other municipality organizations. It was agreed that will just be for Crest Hill organizations.

Alderman Cipiti commented that he appreciated the Clerk mentioning this, but he would have preferred to have the document given prior to the meeting, instead of at the meeting, so he would have time to prepare and would be better use of their time. He also commented

City Council Minates 2/20/2024

that there were no documents attached to the agenda item. Clerk Vershay-Hall commented that she received this after the agenda was published. Alderman Cipiti commented that it should have been put on another agenda so he could have this prior to the meeting to have enough time to think about it and discuss it in an educated way.

Attorney Stiff offered to contact Village of Romeoville's attorney and see what kind of documents or policy they have drafted and see if we can use that as well.

Clerk Vershay-Hall commented that the fire department has come and evaluated the room's occupancy, and we are ordering signs to be posted. Clerk Vershay-Hall commented that the occupancy is:

- Chairs Only 75 People
- Tables and Chairs 45 People
- Standing Room only 135 People

Alderman Cipiti asked if we should not be using the community room until the signs are placed. Clerk Vershay-Hall commented that the room can be used since the fire department has given us a paper with the occupancy.

Alderman Albert asked if there is anything we need to do regarding insurance since we are already allowing HOA to use the community room for their meetings. Attorney Stiff commented that should be asking for their insurance information and have the city named as an additional insured and provide documentation. Although HOA's may not have insurance we should be asking for some type of insurance.

# **PUBLIC COMMENTS:**

Stuart Soifer, a resident, asked Lobbyist Josh Hassert, if the Illinois State Police District 5 is building or redoing their own gun range. (Josh Hassert's response was inaudible and unable to transcribe). Stuart recommended that District 5 could expand their range. He also commented that the disturbing thing being a taxpayer in the City of Crest Hill is that the mayor misleads everyone when he did not tell the Council about the meeting with the Fire Department until December 11, 2023. It looked like the mayor was trying to push this through without the Council's notice. He then asked the mayor what else he was not telling the Council and they cannot decide without transparency. Stuart commented that he feels the mayor needs to step down.

# **MAYORS UPDATES:**

There were no mayor updates.

# **COMMITTEE/LIAISON UPDATES:**

There were no committee/liaison updates tonight. Alderwoman Gazal commented that there is a need for an executive session for personnel 5 ILCS 201/2(c)(1). Mayor Soliman asked for a motion to go into executive session on Personnel 5 ILCS 120/2(c)(1).

(#1) Motion by Alderperson Oberlin seconded by Alderman Cipiti, to go into an executive session on Personnel 5 ILCS 120/2(c)(1). On roll call, the vote was: AYES: Ald. Dyke, Vershay, Jefferson, Gazal, Oberlin, Cipiti, Albert, Kubal. NAYES: None. ABSENT: None. There being eight (8) affirmative votes, the MOTION CARRIED.

Executive Session 9:33 p.m.

(#2) Motion by Alderperson Oberlin seconded by Alderman Jefferson to reconvene from the executive session on Personnel 5 ILCS 120/2(c)(1). On roll call, the vote was: AYES: Ald. Dyke, Vershay, Jefferson, Gazal, Oberlin, Cipiti, Albert, Kubal. NAYES: None. ABSENT: None. There being eight (8) affirmative votes, the MOTION CARRIED.

Reconvened at 10:07 p.m.

The meeting was adjourned at 10:07 p.m.

Approved this 28 day of falle , 2024 As presented J As amended

-HALL, CITY CLERK CHRISTINE VERSHA

RAYMOND R. SOLIMAN, MAYOR



# FACILITY RENTAL REQUEST FORM

# Parks & Recreation Department

Romeoville Recreation Department • 900 W. Romeo Rd., Romeoville, IL 60446 • (815) 886-6222 • www.romeoville.org

If you are a first time registrant, you must show valid proof of residency (i.e. current utility bill, current tax bill, vehicle registration, or home purchase contract AND photo ID (state-issued ID or drivers license). Water bills are not accepted.

Head of Household Information* (all fields except secon	idary phone are require	d) Room Rental Fees	and \$100 Deposit Required
Head of Household Last Name/Contact*	First Name	*	
Name of Organization/Corporation (if applicable)			
Address	City/State		Zip
Primary Phone ()	Secondary Phone	( <u>)</u>	
Birthdate (mm/dd/yy)	Email Address		
*Refunds for canceled rentals will only be se	ent to the head of hous	ehold/contact at the	above address.
Date Requested		Su M	Tu W Th F Sa
Time Requestedam/pm to	am/pm Reservation Pu	irpose	
1 RECREATION ROOMS & FEES 900 W. Romeo Rd.	RESIDENT RATE	NON RESIDENT	ROMEOVILLE USER GROUP Banquets, Fundraisers, Parties, Practices, Clinics (pre-approval required.)
Bodine Room 1 & 2 · 65 people max	\$30 per hour	🗋 \$45 per hour	\$15/hour No charge for Meetings/ seminars
Bodine Room 1 · 30 people max			\$15/hour hocharge for Meetings/ seminars
Bodine Room 2 · 30 people max			\$15/hour \$\begin{bmatrix} No charge for Meetings/ seminars
Drdak Room • 100 people max	🗋 \$50 per hour	🔲 \$75 per hour	\$15/hour \$\begin{bmatrix} No charge for Meetings/ seminars
Gymnasium	🗋 \$50 per hour	🔲 \$75 per hour	\$25/hour for Romeoville Organizations
Nancy Aldridge Memorial Pavilion at Village Park** Available 4/1-10/31 only (No electric at Pavilion)	🗋 \$50 per day		🗍 \$25 per day
<b>O'Hara Woods</b> ** Available 4/1-10/31 only Check if requesting Equipment Rental	🗋 \$75 per day		🗋 \$35 per day

\*\*See the Inflatable Usage Form for using inflatables during outside rentals.\*\*\*Set-up, clean up and take down is the responsibility of the group.

# Make sure you complete the Head of Household Information on the previous side.

2	POLICE DEPARTMENT 1050 W. Romeo Rd.	RESIDENT RATE	NON RESIDENT	ROMEOVILLE USER GROUP
Police Department Community Room*** (Rm P104) 40 people max • M-F 5-9pm No weekends or holidays, No food/beverages		🔲 \$30 per hour	S45 per hour	No Charge (Meetings/seminars only)

3 FIRE STATION #3 698 N. Birch	RESIDENT RATE	NON RESIDENT	ROMEOVILLE USER GROUP
<b>Community Room 1***</b> • 30 people max M-F 6-10pm, Sun 8am-5pm No holidays, No food/beverages	🗋 \$30 per hour	🔲 \$45 per hour	No Charge (Meetings/seminars only)
<b>Community Room 2***</b> • 30 people max M-F 6-10pm, Sun 8am-5pm No holidays, No food/beverages	🚺 \$30 per hour	🔲 \$45 per hour	No Charge (Meetings/seminars only)
<b>Community Room 1 &amp; 2*** •</b> 60 people max Same hours and conditions as above	🔲 \$50 per hour	🔲 \$75 per hour	No Charge (Meetings/seminars only)

OFFICE USE ONLY				
Room Fee \$	xhours=		+ 100 deposit ( Check if received deposit)	
Date / /	Receipt #	Confirmation Sent / / Initial		
Outdoor Rentals: Copy sent to Superintendent of Parks Date / / Copy sent to Parks Lead Date/				
Key Card #	(Fire Station)		Added to Outlook Calendar/	
Confirmation sent to: _		(Dept.)	G Fee Waived Initial	
Comments:				

# FACILITY RENTAL AND RESERVATION POLICY

### **GENERAL POLICIES FOR ALL FACILITIES:**

- 1. Reservations must be reserved at least one week in advance and are done on a first-come, first-serve basis.
- 2. Rentals can be scheduled in advance based on the Rental Date Schedule in each Parks and Recreation seasonal brochure.
- 3. Village activities take precedence and groups may be asked to reschedule or forfeit their reservation with a full refund.
- 4. All rental fees and cash/credit deposit must accompany a completed Facility Rental Form to process a reservation.
- 5. Romeoville user groups require pre-approval from the Recreation Center supervisor.
- 5. Attendance during the rental and any requested changes must be done by the person whom the rental is listed under.
- 7. Clean up is the responsibility of the renter and requires removal of all materials brought in including decorations, pick up of garbage, kitchen clean up if applicable, remove items from refrigerator/freezer etc. Please include enough time for set up within your hourly rental fee and you must vacate the rental area by the end of your time slot.
- 8. Cancellations must be made one week in advance of the reserved date to receive full refund. Cancellations made less than seven (7) days prior to the event, will be eligible for a 50% refund. To cancel reservation the person who made the reservation must come into the Recreation Center to complete paperwork in person.
- 9. Romeoville User Groups must contact the Recreation Dept. at least 48 hours prior to the event to cancel rental or a \$50 fee will be charged.
- Clinics/Meetings/Seminars These are when Romeoville User Groups are requesting the use of a rental for the purpose of training, teaching, or informing children, parents, members, etc. No fees can be collected during meeting.
- 11. Alcohol and smoking are not permitted on Village property.
- 12. No solicitation is allowed.
- 13. Animals are not allowed on the Village property, unless used for medical assistance.
- 14. Cash deposits must be picked up by the Lessee between four (4) and ten (10) business days after the rental. A state-issued photo ID is required to pick up the deposit and a copy will be kept on file. If the deposit is not picked up after the 10th day, a check will be requested to refund the deposit as long as no damage was incurred and the Lessee did not exceed the rental time according to their Facility Rental Agreement. A check will be made out in the name of the Lessee. Please note that checks take four to six weeks to process. <u>Deposits on a Credit Card</u> will be credited four (4) to ten (10) days after the rental as long as no damage was incurred and the Lessee did not exceed the rental time according to their Facility Rental Agreement. A credit will appear on his/ her credit card based on his/her credit card company's policy

### GYMNASIUM RENTALS (Recreation Center, 900 W. Romeo Road):

- 1. One full court rental is available for gym activities only (i.e. basketball, volleyball, kickball, and soccer). The North or South Gym will be determined and booked by staff.
- 2. All gym rules must be followed. Gym rules are posted in the gym.
- 3. Available hours for rental are typically Monday thru Friday from 6:30 a.m. to 9:00 p.m. and weekends between 9:00 a.m. to 6:30 p.m. (5:00 p.m. during summer season).
- 4. Groups must bring their own supplies. Supplies will not be available or provided.

### PAVILION RENTALS (O'Hara Woods and Nancy Aldridge Memorial):

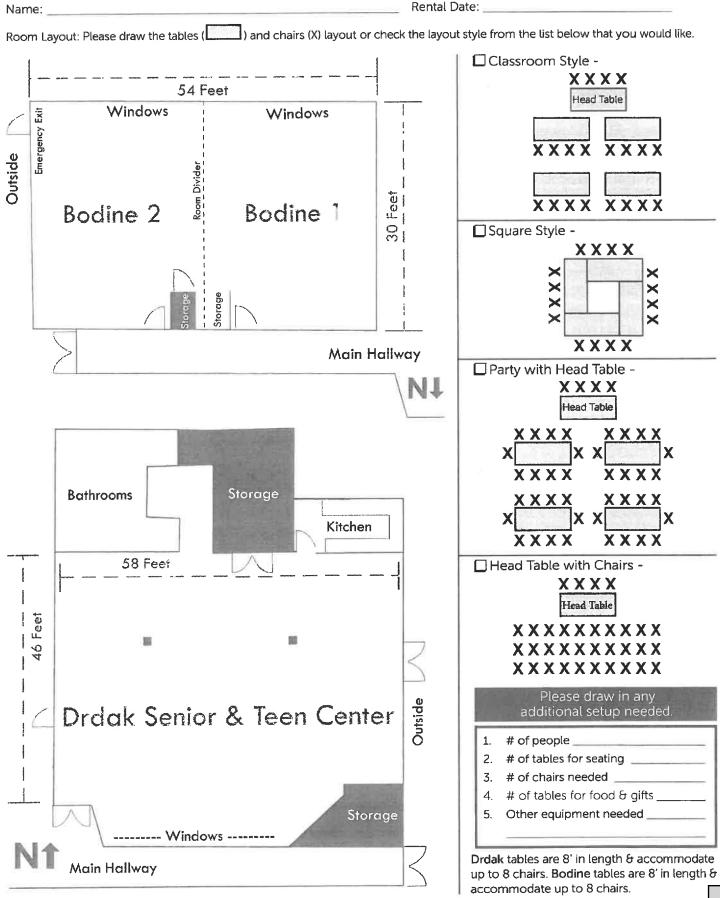
- Renter is responsible for set up/clean up and picnic tables must be moved and put back in the pavilion by the renter. Clean up
  includes picking up all garbage and putting in provided cans; cans must be placed inside pavilion with bags left inside cans. Picnic
  tables must be placed back in pavilion, charcoal grills must be cleaned off if used, and restrooms must be cleaned and lights turned
  off, Gates and restrooms must be locked before leaving.
- 2. The Recreation Dept. will not provide tables and chairs for the outdoor pavilions.
- 3. Fires are prohibited except in designated areas.
- 4. O'Hara Woods Pavilion a key can be signed out after 9:00 a.m. on the day of the rental. Key must be returned to the Recreation Center before noon the following day. If equipment is rented, a photo ID must be left at the Recreation Center. Equipment must be returned on the same day and before the Recreation Center closes (please check for closing time).
- 5. Aldridge Pavilion If equipment is rented, a photo ID must be left at the Recreation Center. Equipment must be returned on the same day and before the Recreation Center closes (please check for closing time).

#### FIRE STATION RENTALS (698 N. Birch Lane):

- Key Cards will be programmed to work during the reservation only. A copy of the renter's ID will be taken when the key card is picked up. The key card pickup and drop off location is at the location where you submitted your rental application and deposit. Key cards can be picked up one day in advance of the rental date and returned the day after the rental date.
- 2. Renter is responsible for clean up; garbage cans and liners will be provided. Garbage must be removed and put into dumpsters.
- 3. Food is prohibited at the Fire Station.

Item 12.

# ROMEOVILLE RECREATION CENTER 900 W. ROMEO RD.



### ROMEOVILLE RECREATION DEPARTMENT -- PARTICIPANT AGREEMENT

### NOTE: THIS AGREEMENT MUST BE SIGNED BY ALL ADULT PARTICIPANTS AND MUST ALSO BE SIGNED BY A PARENT OR GUARDIAN OF ANY MINOR SEEKING TO PARTICIPATE IN ANY RECREATION DEPARTMENT PROGRAMS OR ACTIVITIES.

#### WARNING OF RISK

Despite the implementation of all reasonable precautions by the Department, an unavoidable risk of serious injury will always exist when participating in any recreational activity. Not all hazards and dangers can be foreseen. Participants and parents/guardians of minor participants must understand that certain risks and hazards will be inherent to participation in that activity, including but not limited to risks and hazards associated with inclement weather, slip and falls, overexertion and fatigue, disregarding safety rules and instructions, collision with stationary objects or other participants, poor skill level or conditioning, carelessness, horseplay, unsportsmanlike conduct, premises defects, inadequate or defective equipment, inadequate supervision, instruction or officiating. Additionally, participants and parents/guardians of minor participants are further expressly informed that any program or activity involving the presence of or interaction with other persons can carry the risk of the transmission of disease between such persons. Accordingly, the Department hereby informs all participants and parents/guardians of minor participants that it is impossible for the Romeoville Recreation Department to guarantee absolute safety for all program and activity participants, or to guarantee that programs and activities are free from the risk of the transmission of disease.

### WAIVER AND RELEASE OF ALL CLAIMS AND ASSUMPTION OF RISK

acknowledge and assume the risks of property damage, accidents, injuries (including death), loss of bodily functions, transmission of disease, disabilities, medical disorders, pain and suffering, lost income and medical expenses that arise from participation in any program or activity offered by the Department, and my use of facilities, transportation services, premises and equipment provided by the Department. I further acknowledge that the foregoing risks may arise from my own action or inaction, the actions or inaction of other program or activity participants, the conditions under which a program or activity is conducted, or from the negligent actions or inaction (including any failure to warn) of Department personnel, contractors or service providers. I also acknowledge that from time to time, the Village of Romeoville and/or the Department personnel, or videos with or without sound of me participating in programs or activities offered by the Department for use and publication and/or broadcast in various publications or media, including but not limited to the Village's website, Facebook account or other social media sites or accounts, live internet video streams, the Village's public access cable channel, Department program brochures or materials, and Village or Department informational, promotional or marketing materials, and I hereby expressly grant to the Village of Romeoville and the Department the right to use and publish and broadcast such photographs and videos as contemplated herein, all without compensation or payment for such use and publication or broadcast. In consideration of being allowed to participate in programs or activities offered by the Department, or to use facilities, transportation services, premises and equipment provided by the Department, I hereby release, waive and discharge the Village of Romeoville and its officers, officials, employees, agents, volunteers and contractors (collectively, the "Releasees") from any and all liability and all claims of any kind whether for personal injury, transmission of disease, property damage or death, arising from participation in any activity or program offered by the Department, arising from my use of facilities, transportation services, premises and equipment provided by the Department, or arising from the use or publication or broadcast by Releasees of photographs or videos of me participating in programs or activities offered by the Department, whether or not caused by the negligence of the Releasees or any of them and further covenant that I shall not sue any of the Releasees with respect to any such liability or claims. In the event that I or anyone else nonetheless makes a claim or files suit against Releasees arising out of any of the above-described matters, I will indemnify and hold Releases harmless of and from any and all damages or judgments and costs of litigation, including attorney fees. The provisions hereof are to be construed as broadly as possible in favor of Releasees, and this Agreement as a whole shall be governed by the laws of the State of Illinois (without reference to the conflicts of laws rules thereof). If any part of this Agreement shall be ruled invalid by a court having jurisdiction, the balance shall be enforced to the maximum possible extent. I am signing this Agreement freely and voluntarily, having read and understood it and with a full opportunity to consider its substance and with the intention of fully and unconditionally assuming the risks and releasing the liabilities as described above in this Agreement.

#### STATE HEALTH REQUIREMENT

All renters, parents/guardians, registrants and participants are advised that all Romeoville Recreation Department facilities, rentals, activities and uses are required by the State of Illinois to be used or conducted in accordance with State-issued guidelines, as revised or modified from time to time. All participants will be required to comply with the applicable State guidelines in force at any given time as a condition of their continued attendance at or participation in any Romeoville Recreation Department facility, rental, activity or use. All renters/registered participants of the Romeoville Recreation Department for any rental, facility, activity, use or purpose shall be responsible for being aware and informed of the then-current State and/or Village guidelines related to Romeoville Recreation Department rentals, facilities, activities and uses, and for ensuring that all participants comply with the same.

DATE:

(Printed Participant Name)

(Participant Signature)

REQUIRED PARENT/GUARDIAN SIGNATURE FOR MINOR PARTICIPANTS I am the parent or legal guardian and am registering the above listed names to participate in a program or activity offered by the Romeoville Recreation Department. I have read and reviewed this Agreement, and am voluntarily signing it on behalf of my child/ward in my capacity as parent and legal guardian. By signing below, I am agreeing on behalf of my child/ward to be bound along with my child/ward by all terms and parent and legal guardian. By signing below, I am agreeing on behalf of my child/ward to be bound along with my child/ward by all terms and parent is a factor of the parent is but ownerselve the limited by the parent of the tables of conditions of this Agreement as set forth above, including but expressly not limited to those terms and conditions pertaining to the taking of photographs of program and activity participants, the use and publication of such photographs and the release of all claims associated therewith. If registering online, my online signature will be substituted for and have the same legal effect as an original hard copy signature.

DATE: \_\_\_\_

(Printed Parent/Guardian Name)

(Parent/Guardian Signature)

# <u>ROMEOVILLE FIRE STATION #3</u> (COMMUNITY ROOMS 1 & 2) 698 N BIRCH 30 PEOPLE MAX (EACH ROOM)

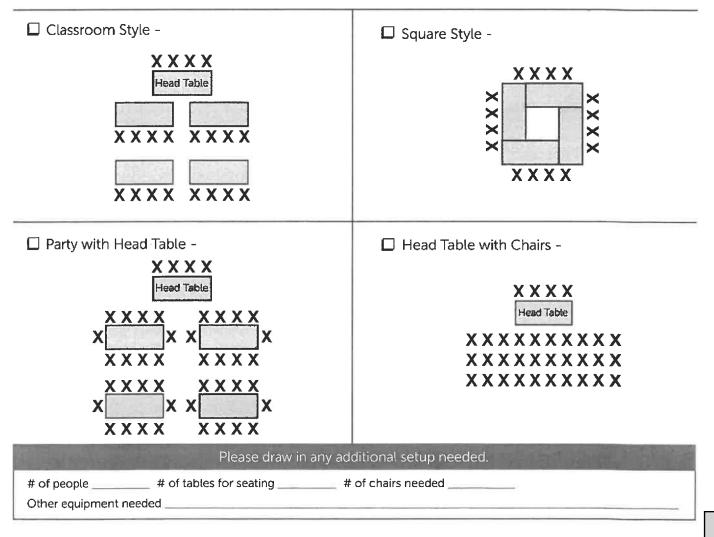
Name:

3

Rental Date:



**Room Layout:** Room will be set up based on your preferred layout style. Check from the below options. No food or beverages allowed.



# ROMEOVILLE POLICE DEPT. COMMUNITY ROOM (RM. P104) 1050 W. ROMEO RD. • 40 PEOPLE MAX

Name:

2

Rental Date:

Note: Set up and take down of tables and chairs is the responsibility of the organization. Room is 20 x 20 in size and comes equipped with 40 chairs and ten 8' tables. No food or beverages allowed.

