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## City Council Work Session

Crest Hill, IL

January 30, 2023

7:00 PM

Council Chambers

1610 Plainfield Road, Crest Hill, IL 60403

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### Agenda

- [1.](#) Consideration of Reduction in Alarm Registration Fee
- [2.](#) Regional Water Commission Formation Update
- [3.](#) Crest Hill Project Update
- [4.](#) Lake Michigan Allocation Application Update
- [5.](#) Approval of a resolution in support of the Cities Lake Michigan Allocation Application
- [6.](#) Recommendation to Amend a Contract with Strand and Associates for the Lake Michigan Water Allocation Application with Amendment 1
- [7.](#) Recommendation to Approve a Contract with Strand and Associates for Water Model Updates and Calibration of the Current Model
- [8.](#) Recommendation to Enter Into an Agreement with Strand for an Emergency Well Transition Plan and the Source Water Protection Plan
- [9.](#) Recommendation to Enter into an Agreement with Strand for the Loan Application for the Well 14 Raw Water Main
- [10.](#) Discussion Regarding the Change Orders Process for the West Plant Construction Project
- [11.](#) Surplus Update
- [12.](#) Request to Hire to Additional Public Works Laborers in Lieu of a Project Manager and Wastewater Lead Operator
- [13.](#) Request for Tuition Reimbursement
14. Public Comments
15. Mayor's Updates

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

16. Committee/Liaison Updates

17. City Administrator Updates



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

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**Meeting Date:** 01-30-2023  
**Submitter:** Police Chief Edward Clark  
**Department:** Police Department  
**Agenda Item:** Consideration of reduction of alarm registration fee

**Summary:** In 2022, city staff reviewed the fees the city was charging for various services provided to our residents and businesses. A recommendation of new increased fees were presented to City Council in conjunction with the budget approval process. One such fee, burglar alarm registration, was raised from \$20.00 to \$100.00. This increase has caused some concern from residents, and I have been in conversation with City leaders regarding the possibility of reducing the fee for residents. For reference, 2019 we had 320 active alarm registrations. We had 342 in 2021 and 338 in 2022(not sent out in 2020 due to pandemic). I look forward to discussion with City Council on this issue.

**Recommended Council Action:** Review and consideration of change in alarm registration fee.

**Financial Impact:** Reduction in Alarm fee registration revenue.

**Funding Source:**

**Budgeted Amount:**

**Cost:** Variable depending on decision.

**Attachments:**



## City Council Agenda Memo

Crest Hill, IL

**Meeting Date:** 1/30/2023

**Submitter:** Mark Siefert, Director of Public Works

**Department:** Public Works

**Agenda Item:** Regional Water Commission Formation Update

### Summary:

Just over one year ago the City of Crest Hill made the decision to partner with the City of Joliet and Villages of Romeoville, Channahon, Shorewood, and Minooka to form a water commission to bring Lake Michigan water to the southwest corner of Will County to provide a sustainable water source for over 200,000 residents between our communities. Since the signing of the original preliminary agreement staff has been meeting twice a month while the mayors meet monthly.

This memo is brought council up to date on the progress that staff has been making in regard to the formation of the Grand Prairie Water Commission:

- Mission and Values Statement
  - The first step that was taken by the group was to develop a mission and values statement for us to abide by as we continue to develop and serve our residents but also those of the partnering communities.
  - *The vision is to be recognized as a leader in providing sustainable, reliable, and high-quality water in an innovative, collaborative, fiscally responsible and efficient manner for our communities.*
  - *The mission is to provide a sustainable, reliable, and high-quality water supply for our communities by 2030 and beyond in order to support public health, safety, economic interests and quality of life.*
- Naming and Branding
  - To move forward as a Water Commission another key component is a name and logo which is also required to apply for the federal funding that we find key.
  - The name Grand Prairie Water Commission as an homage to the key environmental features of this area prior to the development and urbanization of this collar area of Chicago.

- One of the interesting aspects of the logo that you may notice is the six pieces of grass inside the water droplet. The six pieces of grass signify the six communities coming together to form the commission under the one mission of water.
- Our website was also built- [www.gpwc-il.org](http://www.gpwc-il.org)
- Financial Ability
  - July of 2022 saw the financial team of the water commission verify that each community had the financial ability to join the commission and repay the commission once it was formed. A 30-year pro-forma was performed and submitted on behalf of the city by Burns and McDonnell, the same firm who also completed our water/sewer rate study.
  - The financial team of the commission had no issue with the City of Crest Hill's financial plan and no rework was needed.
- WIFIA loans
  - Currently as the project manager the City of Joliet is taking out WIFIA loans to pay for development of the commission system, which includes engineering, land acquisition, public outreach, government affairs, and legal services. Joliet has also taken out WIFIA loans to pay for engineering and construction of their own projects. The commission will only need to pay for the costs related to development of the commission system.
  - The Commission will take out WIFIA loans to fund construction of the Commission system. This is anticipated to occur in 2024., WIFIA loans may be used for up to 49.9% of the entire project cost. 50.1% of the total funding must come from other sources such as low interest loans from the State Revolving Fund and revenue bonds.
- Independent Review
  - As part of the commission development, the commission has retained Burns and McDonnell as a third-party Independent Reviewer.
  - Burns and McDonnell have now given three reviews, and all have given suggestions on value engineering which the commission has accepted and will move forward with.
  - All three reviews have also shown that the project is on schedule and developing as anticipated.
- Transmission Main Review
  - One of the main components of the entire project is the route that the transmission main will take from the south side of Chicago through numerous non-member communities and then finally through our communities. This is the largest cost of the entire project as it is roughly 66 miles long.
  - Each community that has commission water main running through it, commission member or not, has sat down with the design team to go over the route including coming up with alternatives in the event there are conflicts that the pipe can not go through, around, over or under.
  - The final transmission main route will have final design in the first quarter of 2024
- Mega Crossings/South Side Pump Station/Intermediate Pump Station
  - Design is progressing rapidly on some of the more intricate portions of the projects. Those include the above-named projects.

- “Mega-Crossings”
  - The two mega crossings include the Cal-Sag River and the Des Plaines River.
  - Both crossings will be accomplished by drilling/and digging 50’ wide shafts to a depth of 20’ under the river.
  - Then tunnels will be constructed under the river to another shaft on the other side.
- Chicago Connection Facilities
  - This is where the project kicks off and the GPWC will begin ownership of the water from the City of Chicago.
  - This project includes a tunnel extension of the Chicago Water Tunnel System, a reservoir and two pumping stations.
  - This portion of the project also includes the rehabilitation of the park where the reservoir will be constructed.
- Intermediate Pump Station
  - About halfway between the South Side pump station and the communities in the commission the commission will need to build an intermediate pump station that will take the water coming in and pressurize it so that it will be able to flow to the furthest point in our commission transmission main.
  - This pump station is under design and will have the ability to boost chlorine, and it will also have two standpipes to absorb pressure spikes.
  - The commission is currently still in the process of placing where this will finally go.
- First Amendment
  - Due to the length of time that the allocations are taking it will be necessary to pass a first amendment of the preliminary agreement that was signed last January.
    - The first amendment will consist of the following items:
      - New date for formation of the commission
      - Clean up of language regarding payments before commission formation
    - Legal is still working on the other language that needs to be addressed before we can move forward.

**Recommended Council Action:**

N/A

**Financial Impact: N/A**

**Funding Source:**

**Budgeted Amount:**

**Cost:**

**Attachments:**

N/A



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

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**Meeting Date:** 1/30/2023  
**Submitter:** Mark Siefert, Director of Public Works  
**Department:** Public Works  
**Agenda Item:** Crest Hill Project Update

**Summary:**

Please see the attached memo and financial layout from Strand regarding the current Crest Hill projects underway.

**Recommended Council Action:**

None

**Financial Impact: N/A****Funding Source:****Budgeted Amount:****Cost:****Attachments:**

Memo from Chris Ulm

Financial Layout





January 27, 2023

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

Re: City of Crest Hill (City) Complete and Ongoing Project Status Update

Dear Mark,

The following is an update on recent water supply projects. These efforts are related to both the shallow groundwater source (wells) and the receipt of Lake Michigan water.

**1. Lake Michigan Allocation Application**

This effort is ongoing and discussed in a separate letter.

The following table provides next steps resulting from this project.

Next Steps		
Project Name	Purpose	Start Date
Water Model Calibration and Main Replacement Plan	Plan to further reduce water loss over the next 10 years.	Q1 2023
United States Route 30, Theodore, and Broadway Water Main Lining Design	Previous leak experience points to important water main along these major roads as a large contributor to annual water loss.	Q2 2023

**2. Corrosion Control Desktop Study**

This effort is ongoing. The Illinois Environmental Protection Agency (IEPA) requires corrosion control treatment (CCT) studies whenever there is a change in the water sources. This is to examine the differences between the source water chemistries in order to prevent lead and copper corrosion following the switch. These estimated chemistry differences are used to develop a demonstrative study that will test different treatment methods and determine which is most effective at preventing corrosion. The City, along with other potential Grand Prairie Water Commission (GPWC) members, has enlisted Cornwell Engineering Group (Cornwell) for these efforts as they are highly respected by the IEPA. Additionally, it is most efficient to have one consultant working on all CCT studies for the switch to Lake Michigan water. It is anticipated that a submittal to IEPA will be made at the end of February 2023.

The following table provides next steps resulting from this project.

Mr. Mark Siefert  
 City of Crest Hill  
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### Next Steps

Project Name	Purpose	Start Date
Corrosion Control Demonstrative Study	Approximately a 1.5-year-long process that is likely to include several flow-through pipe loops, with acclimation period and varying levels of phosphate doses. The City will need to harvest several lead services and send them to Cornwell for scale analysis and the flow-through studies. At the beginning of the study, City staff will also need to collect well water for several weeks and send it to Cornwell to acclimate the pipes. The demonstrative study will end with a Cornwell PowerPoint presentation of findings and recommended CCT to IEPA.	Q2 2023

### 3. Well No. 14

This project is ongoing. As previously discussed with the City Council, an additional shallow well is needed to supplement the City's water production through 2030. This well will be located in an easement near retention ponds behind the Menards department store. Raw water will be pumped to the existing Well No. 10 treatment facility. The project includes constructing the well and test pumping to determine necessary treatment methods before retrofitting the Well No. 10 treatment plant. It is anticipated that bidding of the well hole will be at the end of April 2023 and the water main will be at the end of July 2023.

The following table provides next steps resulting from this project.

### Next Steps

Project Name	Purpose	Start Date
Source Water Protection Plan	New IEPA paperwork. Shows the pollution sources near City wells and potential for pollutants to reach those wells by examining aspects such as flow paths. Strand Associates, Inc. <sup>®</sup> will be preparing a very short report just to meet IEPA requirements. This report must be submitted by July 2023.	Q1 2023
Well No. 10 Retrofit Design	Anticipate bringing Well No. 10 filter vessel up to capacity with Well No. 14 water and bypassing the rest (depending on iron levels of Well No. 14 water). Upsizing the chlorine and fluoride system will also be needed.	Q3 2023

### 4. Alternative Water Supply Implementation Plan

This project is complete. The existing water model was used to determine improvements necessary to change the distribution system from decentralized to centralized. The study recommends the following system improvements for the receipt and distribution of Lake Michigan Water.

- a. Construct an Eastern (Primary) Delivery Point, which is located on the existing Well No. 10 Caton Farm Road site. This includes a maximum day 2,900 gallon per minute (gpm) GPWC delivery structure, 3.5-million-gallon standpipe, receiving and pumping station with four 950 gpm pumps, and sodium hypochlorite boosting system.

Mr. Mark Siefert  
City of Crest Hill  
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- b. Construct the Western (Secondary) Delivery Point, which is possibly also located along Caton Farm Road. This supplies mainly the Low-Pressure Zone. This also includes a maximum day 1,000 gpm GPWC delivery structure and receiving station with a pressure reducing valve, meter, and chlorine boosting system.
- c. Upsize the Root Street and Sak Drive water main. Replace approximately 10,500 linear feet of 8- and 10-inch water main with 12-inch water main.

The following table provides next steps resulting from this project.

Next Steps		
Project Name	Purpose	Start Date
Design of Eastern and Western Deliver Points and Root Street and Sak Drive Upsizing	All upgrades included in IEPA Project Plan submitted in November 2022 for the State Revolving Fund funding. Construction of these items is anticipated to begin in 2024.	Q1 2024

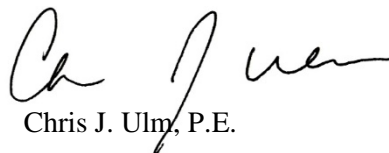
If you have any questions, please call 815-744-4200.

Sincerely,

STRAND ASSOCIATES, INC.®



Corrina M. Petrou



Chris J. Ulm, P.E.

Design or Construction	(Community Specific Name for Project)	(include general details on project type such as length & size of watermain or type of tank & capacity or type of pump station & capacity)	(Indicate whether the project is needed for the AWSP, NRW Reduction or other Capital Projects)	(year beginning)	(In 2022 dollars)	Local	SRF	
Project Phase	Project Name	Project Description	Project Need	Timeframe	Estimated Budgetary Cost	Anticipated Funding Source and Amount (\$)	Feet of Main	
Construction	West STP Improvements Construction	This is the amount due to Vissering for the West WRF Improvements Project	Other Capital Projects	FY23	\$52,159,200	\$2,659,200	\$49,500,000	
Construction	West STP Improvements Engineering	This is the amount due to Strand for the West WRF Improvements Project	Other Capital Projects	FY23	\$3,720,300	\$3,720,300		
Construction	East WRF Phosphorus Improvements	East WRF Construction required to meeting new TP limit	Other Capital Projects	FY23	\$5,910,700		\$5,910,700	
Construction	Well 14	325' Well Producing 450 gpm	Capital Cost	FY24	\$500,000	\$500,000		
Design	Eastern Delivery Site Pump Station	4.3 MGD Pump Station at Primary Delivery Site	AWSP	FY24	\$420,000		\$420,000	
Design	Eastern Delivery Site Standpipe	3.5 MG Standpipe at Primary Delivery Site	AWSP	FY24	\$400,000		\$400,000	
Design	Western Delivery Site	PRV, water meter, and chlorine addition	AWSP	FY24	\$210,000		\$210,000	
Construction	Capital Equipment	Yearly Allotment	Capital Cost	FY24	\$100,000	\$100,000		
Construction	Iron Filters		Capital Cost	FY24	\$100,000	\$100,000		
Design	Water Main Lining	Rt. 30, Theodore, & Broadway	NRW Reduction	FY24	\$750,000		\$750,000	15,575
Construction	Water Main Replacement	Center/Chaney/Hawthorne	NRW Reduction	FY24	\$2,000,000	\$2,000,000		6,000
Design	Well 10 WTP Retrofit	WTP retrofit to accept and treat Well 14 water	Capital Cost	FY24	\$140,000		\$140,000	
Construction	Well 10 WTP Retrofit	WTP retrofit to accept and treat Well 14 water	Capital Cost	FY24	\$1,890,000		\$1,890,000	
Construction	Well 14 Raw WM	8-in DI pipe from Well 14 to Well 10 WTP	Capital Cost	FY24	\$2,220,000		\$2,220,000	4,170
Construction	Well Rehab	Yearly Allotment	Capital Cost	FY24	\$100,000	\$100,000		
Construction	Eastern Delivery Site Pump Station	4.3 MGD Pump Station at Primary Delivery Site	AWSP	FY25	\$4,600,000		\$4,600,000	
Construction	Eastern Delivery Site Standpipe	3.5 MG Standpipe at Primary Delivery Site	AWSP	FY25	\$9,800,000		\$9,800,000	
Construction	Western Delivery Site	PRV, water meter, and chlorine addition	AWSP	FY25	\$2,250,000		\$2,250,000	
Construction	Capital Equipment	Yearly Allotment	Capital Cost	FY25	\$100,000	\$100,000		
Construction	Plum St. Lift Station	Reconstruct	Capital Cost	FY25	\$150,000	\$150,000		
Construction	Water Main Replacement	Oakland (Theodore to Chaney)	NRW Reduction	FY25	\$1,300,000	\$1,300,000		3,200
Design	Water Main Replacement	Root St. & Sak Drive	NRW Reduction	FY25	\$475,000		\$475,000	
Construction	Well Rehab	Yearly Allotment	Capital Cost	FY25	\$100,000	\$100,000		
Construction	Buckner Pond Lift Station		Capital Cost	FY26	\$200,000	\$200,000		
Construction	Capital Equipment	Yearly Allotment	Capital Cost	FY26	\$100,000	\$100,000		
Construction	Iron Filters		Capital Cost	FY26	\$100,000	\$100,000		
Construction	Water Main Replacement	Root St. & Sak Drive	NRW Reduction	FY26	\$6,533,000		\$6,533,000	10,525
Construction	Water Main Replacement	Parkrose (All)	NRW Reduction	FY26	\$1,650,000	\$1,650,000		2,000
Construction	Water Main Replacement	Imperial (All)	NRW Reduction	FY26	\$350,000	\$350,000		600
Construction	Water Main Replacement	Crestwood/Lynwood to Baseball)	NRW Reduction	FY26	\$500,000	\$500,000		700
Construction	Well Rehab	Yearly Allotment	Capital Cost	FY26	\$100,000	\$100,000		
Design	Emergency Well Transition Plan	Design-switching wells from permanent to emergency service	Capital Cost	FY27	\$100,000	\$100,000		
Construction	Capital Equipment	Yearly Allotment	Capital Cost	FY27	\$100,000	\$100,000		
Construction	Water Main Replacement	Greengold(All)	NRW Reduction	FY27	\$3,300,000	\$3,300,000		3,200
Construction	Water Main Replacement	Lincoln (All)	NRW Reduction	FY27	\$1,300,000	\$1,300,000		1,600
Construction	Well Rehab	Yearly Allotment	Capital Cost	FY27	\$100,000	\$100,000		
Construction	Capital Equipment	Yearly Allotment	Capital Cost	FY28	\$100,000	\$100,000		
Construction	Water Main Replacement	Hosmer (2Million)	NRW Reduction	FY28	\$2,000,000	\$2,000,000		2,000
Construction	Water Main Replacement	University (33%)	NRW Reduction	FY28	\$333,000	\$333,000		400
Construction	Well Rehab	Yearly Allotment	Capital Cost	FY28	\$100,000	\$100,000		
Construction	Capital Equipment	Yearly Allotment	Capital Cost	FY29	\$100,000	\$100,000		
Construction	Water Main Replacement	Hosmer (1.5 Million)	NRW Reduction	FY29	\$1,500,000	\$1,500,000		1,800
Construction	Water Main Replacement	University (66%)	NRW Reduction	FY29	\$666,000	\$666,000		1,200
Construction	Well Rehab	Yearly Allotment	Capital Cost	FY29	\$100,000	\$100,000		
Construction	Iron Filters		Capital Cost	FY30	\$100,000	\$100,000		
Construction	Water Main Replacement	Circle (All)	NRW Reduction	FY30	\$600,000	\$600,000		550
Construction	Water Main Replacement	Green(All)	NRW Reduction	FY30	\$1,150,000	\$1,150,000		1,200
Construction	Water Main Replacement	Arbor (All)	NRW Reduction	FY31	\$1,500,000	\$1,500,000		1,900
Construction	Well Decommission	Wells 1,4,7,8 from permanent to emergency service	Capital Cost	FY31	\$3,000,000	\$3,000,000		
Construction	Water Main Replacement	Inner (50%)	NRW Reduction	FY32	\$2,000,000	\$2,000,000		2,000
Construction	Well Decommission	Wells 9,10,11 from permanent to emergency service	Capital Cost	FY32	\$3,000,000	\$3,000,000		
Construction	Water Main Replacement	Inner (50%)	NRW Reduction	FY33	\$2,000,000	\$2,000,000		2,000
				Total:	\$122,077,200	\$36,978,500	\$85,098,700	

Yearly Subtotal	
2023	\$ 61,790,200.00
2024	\$ 8,830,000.00
2025	\$ 18,775,000.00
2026	\$ 9,533,000.00
2027	\$ 4,900,000.00
2028	\$ 2,533,000.00
2029	\$ 2,366,000.00
2030	\$ 1,850,000.00
2031	\$ 4,500,000.00
2032	\$ 5,000,000.00
2033	\$ 2,000,000.00



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

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**Meeting Date:** 1/30/23  
**Submitter:** Mark Siefert, Director of Public Works  
**Department:** Public Works  
**Agenda Item:** Lake Michigan Allocation Application Update

**Summary:**

Please see the attached memo from Chris Ulm from Strand and Associates regarding the Lake Michigan Allocation Application Update.

**Recommended Council Action:**

None

**Financial Impact:** n/a

**Funding Source:**

**Budgeted Amount:**

**Cost:**

**Attachments:**

Memo from Chris Ulm

January 27, 2023

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

Re: Lake Michigan Allocation Status  
City of Crest Hill, Illinois (City)

Dear Mark,

The City's use of Lake Michigan water for domestic water supply results in a diversion of Lake Michigan water beyond its tributary boundary. Illinois is the only state or province bordering the Great Lakes that is allowed to divert a limited amount of water from a Great Lake's tributary basin. Because of this, Lake Michigan domestic water usage is permitted, and very closely monitored, by Illinois Department of Natural Resources (IDNR). Illinois Administrative Code Title 17 Chapter I Subchapter h Part 3730 provides the rules for the governance. The permit, called an Allocation, is obtained through a complex permitting process, which includes the following (as described on the IDNR's Web site):

1. An active public participation program.
2. An identification of available water supply sources.
3. A long-range water demand forecasting methodology.
4. Formal allocation hearings on all requests.
5. An issued Allocation Order.
6. Ongoing monitoring of water use and consumption by all permittees.
7. Formal process to make adjustments in allocations.

During the Alternative Source Water Analysis in 2021, when investigating the details and costs associated with Lake Michigan water, Strand Associates, Inc.® (Strand) included the cost and effort associated with the permitting process (knowing that it was a significant effort). The estimated cost of the application was \$250,000, in 2020 dollars. In 2022, the fee Strand developed for the City was based on the City of Joliet's (Joliet) application process, which was completed in 2021. Joliet had the following four main steps in which it incurred costs for the effort:

1. Development of the permit application.
2. Attendance at a Preliminary Hearing in which IDNR would provide comments on the initial application.
3. Revision and resubmittal of the application
4. Attendance at a final hearing.

Mr. Mark Siefert  
City of Crest Hill  
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Joliet received 13 comments on its initial submittal, most of which were not significantly difficult to address. Given the successful Joliet application as a guidance (and anticipating a similar level of effort), the initial fees for the City was \$98,900 for the preparation of the initial application. An additional fee of \$31,000 was included for attendance at a prehearing, revision of permit materials, and attendance at a final hearing. So, the total amount requested was \$129,900.

In the time since Joliet completed the process, staffing changes at IDNR have resulted in a different reviewer. Also, IDNR conducted a routine process of adjusting the allocation permit limits for the other permittees (more than 200) in the state. For the first time, many communities saw a significant reduction in the allocation amounts. This was performed because, in general, water demands are decreasing, the amount of aged infrastructure being replaced in reducing water loss to below 10 percent, and IDNR wanted to make more water available for new users. Reducing the excess in allocation amounts for communities caused great concern and resulted in significant scrutiny of IDNR and new users in this area, mainly Joliet.

The City submitted the initial application in late March 2022. The prehearing was held on November 9, 2022. There were six other communities that also submitted around March 2022 and received similar responses. Strand assumes for the two reasons previously stated, the initial review of the City's application resulted in significantly more comments than past permittee reviews (and required additional study, information gathering, and steps) including:

1. Review and alter population projections for Stateville Correctional Center based on new Chicago Metropolitan Agency for Planning information.
2. Perform additional study and cost opinion development for the use of the Des Plaines River as a source.
3. Provide additional justification of the inadequacies of other possible sources.
4. Provide evidence of the public involvement and the Council involvement in the process.
5. Inform the Council of the addition of costs and efforts required when becoming a Lake Michigan permittee.
6. Provide evidence that the Council understands and is committed to the additional efforts required to be a Lake Michigan permittee.
7. Provide greater detail in the required water audit and water system improvement plan, as required for communities that exceed regulatory water loss limits, referred to as nonrevenue water.
8. Resubmit the application ( in its entirety) attend a second preliminary hearing process and gather additional comments.

Since the prehearing, Strand has been gathering additional information and meeting with the other commission members staff to combine efforts and maximize the efficiency of the response. Strand has added detail and performed additional study of the other alternatives. Spesia and Taylor has prepared a resolution to provide written support of the City's efforts and understanding of the requirements of being a Lake Michigan permittee.

The additional efforts and prehearing process has created additional scope and fee for the City's consideration. This totals \$65,000, bringing the total amount of the application for Strand's efforts to \$194,900. This is still less than the amounts stipulated in the 2021 study and conceptual rate analysis.

Mr. Mark Siefert  
City of Crest Hill  
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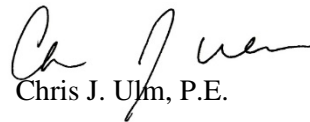
The resubmittal is due on March 29, 2023. The second prehearing is scheduled for May 17, 2023. It is anticipated and hoped that only minor revisions (if any) will be required after that meeting, leadto a June 2023 resubmittal, and will be followed by a September 2023 formal hearing and March 2024 ruling. It is anticipated that the final ruling will be the issuance of an Allocation Order.

Please call 815-744-4200 if you have any questions regarding this matter.

Sincerely,

STRAND ASSOCIATES, INC.®

  
Timothy R. Juskiewicz, P.E.

  
Chris J. Ulm, P.E.





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

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<b>Meeting Date:</b>	1/26/2023
<b>Submitter:</b>	Mark Siefert, Director of Public Works
<b>Department:</b>	Public Works
<b>Agenda Item:</b>	Approval of a resolution in support of the Cities Lake Michigan Allocation Application

**Summary:**

Please see the attached memo and resolution from Mike Santschi.

**Recommended Council Action:**

Concurrence to put the attached resolution on the next city council meeting agenda for approval.

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

Memo from Mike Santschi

Resolution in support of LMAA submittal

# SPESIA & TAYLOR

## MEMO

To: The Crest Hill City Council  
From: Spesia & Taylor  
Date: January 30, 2023  
Re: Proposed Resolution in Support of the City of Crest Hill's Lake Michigan Water Allocation Application Before the Illinois Department of Natural Resources (LMO-22-02).

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- On March 25, 2022, Strand Associates, Inc., working together with our office and City Staff, submitted a Lake Michigan Water Allocation Application ("Application") to the Illinois Department of Natural Resources ("IDNR"), seeking permission to utilize Lake Michigan water for the City's public water supply and system. The City's Application is presently pending before IDNR and has been assigned IDNR Case Number LMO-22-02.
- As part of the review process for the Application, IDNR held an informal "pre-hearing" on November 9, 2022, to discuss the Application with the City and its consultants and staff. During that prehearing, IDNR staff provided comments, concerns, and feedback concerning the Application, and offered the City an opportunity to revise/supplement and resubmit its Application in light of said comments. The City's deadline to resubmit the Application is March 29, 2023, and the next pre-hearing before IDNR is scheduled for May 17, 2023.
- As part of their comments, IDNR staff requested that the City submit proof that the City Council, as well as the residents and citizens of the City, had been made fully aware of the following items:
  - What alternative water sources, other than Lake Michigan, are available to the City; and
  - The possible and probable costs associated with pursuing alternative water sources other than Lake Michigan; and
  - The possible and probable costs that are uniquely attributable to and associated with utilizing Lake Michigan as the City's water source; and
  - The scope and breadth of state regulation that will be applicable to the City if it uses Lake Michigan as its water source, but would not be applicable if the City pursued another alternative water source.
- In order to adequately respond to the foregoing, we have determined that it is necessary for Strand Associates, Inc., as well as our office, to make an informational presentation to the City Council, and the public, at its January 30, 2023, meeting. In addition, we have prepared a resolution (attached) acknowledging the information presented and stating the City Council's continued desire to secure Lake Michigan as its water source and ongoing support for the Application. This Resolution will be presented for adoption at the City Council's next regular meeting.
- Also attached are certain IDNR regulations (commonly known as "Part 3730") which will be discussed at the meeting and included as an exhibit to the proposed resolution.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION IN SUPPORT OF THE CITY OF CREST HILL'S LAKE MICHIGAN  
WATER ALLOCATION APPLICATION BEFORE THE ILLINOIS DEPARTMENT OF  
NATURAL RESOURCES  
(LMO-22-02)**

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**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 City of Crest Hill (the "City") provides potable water service through its water system to its water customers ("Water Service"); and

**WHEREAS**, the Regional Water Commissions Act, codified in 65 ILCS 5/11-135.5-1 *et seq.* ("RWC Act"), went into effect on December 16, 2021, authorizing two or more municipalities, at least one of which is located in whole or in part in the County of Cook, Kane, Kendall, Lake, McHenry or Will and has 140,000 or more inhabitants, to acquire, either by purchase or construction, a waterworks system or a common source of supply or water, or both, and to operate jointly and improve and extend a waterworks system or a common source of supply of water; and

**WHEREAS**, on January 17, 2022, the City adopted Resolution No. 1134, approving a "Preliminary Agreement Regarding Formation of a Regional Water Commission" ("Preliminary Agreement") between the City and the Village of Channahon, the City of Joliet, the Village of Minooka, the Village of Romeoville, and the Village of Shorewood (together with the City, the "Parties") in order to establish a framework for moving forward with a joint effort to establish a regional water commission ("Regional Water Commission") to facilitate the joint acquisition and operation of a waterworks system and common source of water supply; and

**WHEREAS**, the City and the Parties to the Preliminary Agreement have agreed on certain key principles and terms for the formation of a new Regional Water Commission, which are included in the Preliminary Agreement; and

**WHEREAS**, the Parties have been in continuing discussions with each other over the detailed terms in the an Intergovernmental Agreement ("IGA") and complying with prerequisites to approving the IGA and ordinance, including obtaining Lake Michigan water allocation permits as required by Section 3.8 of the Preliminary Agreement; and

**WHEREAS**, on or about March 25, 2022, the City applied to the Illinois Department of Natural Resources ("IDNR") for a Lake Michigan water allocation permit, as required by the Preliminary Agreement and as required by Section 5 of the Level of Lake Michigan Act (615 ILCS 50/5) and regulations promulgated thereunder; and

**WHEREAS**, on or about November 9, 2022, the City appeared for and participated in a prehearing conference with IDNR staff ("Prehearing") concerning the City's application for a Lake Michigan Water Allocation Permit ("Application"); and

**WHEREAS**, during the Prehearing, IDNR staff provided the City with comments, concerns, and feedback concerning the Application ("IDNR Comments"), for consideration by the City in connection with the City's potential revisions to and resubmittal of the Application; and

**WHEREAS**, among other matters, the IDNR Comments on the Application indicated that IDNR staff desired further confirmation of the City's efforts to inform the residents and elected

officials of the City of the significant costs associated with the Application, the costs of various available alternative sources of water available to the City, and specifically those costs uniquely associated with receiving a Lake Michigan water allocation; and

**WHEREAS**, the IDNR Comments also indicated that IDNR staff also desired further confirmation that the residents and elected officials of the City had been advised of and understood the significant regulatory presence and oversight that IDNR would have over the water system of the City in the event that the City became a Lake Michigan water allocation permittee; and

**WHEREAS**, in response to the above-noted excerpts from the IDNR Comments, City staff and consultants made an informational presentation (“Presentation”) at the January 30, 2023, work session meeting of the City Council to the residents and elected officials of the City concerning both the costs associated with and unique to the City’s potential future status as a Lake Michigan water allocation permittee, as well as the scope and extent of the regulatory oversight and presence that IDNR would have in the ongoing operation and maintenance of the City’s water system; and

**WHEREAS**, Strand Associates, Inc. (“Strand”), represented by Mr. Chris Ulm, made a presentation to the residents and elected officials of the City regarding (i) the several potential alternative sources of water available to the City and (ii) Strand’s opinion of possible and probable costs associated with each such source, a summary of which is attached hereto and incorporated by reference herein as Exhibit A; and

**WHEREAS**, after reviewing and discussing the available alternate water sources and associated opinion of possible and probable costs, Strand noted that when evaluating alternate water source options, the City is obligated, as a public water supply, to obtain raw water from the “best available source that is economically reasonable and technically possible” in accordance with Illinois Environmental Protection Agency (“IEPA”) regulations as set forth in 35 Ill. Adm. Code 604.200(a); and

**WHEREAS**, Strand further noted that the IEPA (per 35 Ill. Adm. Code 604.200(b)) also requires the City, when selecting a water source, to prove (i) that water source selected will provide an adequate quantity of water and (ii) that the water to be taken from the source and delivered to consumers by the City will satisfy all current requirements with respect to microbiological, physical, chemical and radiological qualities; and

**WHEREAS**, Strand further noted that the IEPA (per 35 Ill. Adm. Code 652.310) also requires the City, as a public water supply, demonstrate technical capacity by submission of compliance records which include “selection of a source that is economically reasonable, reliable, and adequate in quantity, and technically treatable to meet all proposed and existing State and federal drinking water standards, based upon an evaluation of potential of potable water”; and

**WHEREAS**, Strand also presented information to the residents and elected officials concerning the types of possible and probable costs that are unique to the City’s potential future status as a Lake Michigan water allocation permittee and which would not be applicable to water sourced from other alternate sources of supply, a summary of which is attached hereto and incorporated herein by reference as Exhibit B, including but not limited to the costs of conducting the annual audit required of Lake Michigan water allocation permittees, the costs of annual leak detection, the costs of annual master meter calibration, the costs of testing and data collection required for IDNR regulatory compliance, the costs of ongoing infrastructure improvements (including but not limited to water main replacement), and the administrative costs associated with water conservation activities (including enforcing water conservation ordinances and engaging in

community outreach in support of water conservation efforts); and

**WHEREAS**, Strand further noted that the City would need to accept the obligation to incur such costs as an anticipated condition of being issued a Lake Michigan water allocation permit and thereafter actually incur such costs in order to achieve compliance with anticipated conditions expected to be set forth within any issued Lake Michigan water allocation permit and applicable IDNR regulatory requirements necessary to maintaining a Lake Michigan water allocation permit in good standing, including but not limited to the requirement that non-revenue water loss from the City's water system shall not exceed ten percent (10%) of the water entering the water system; and

**WHEREAS**, Spesia & Taylor, represented by Michael Santschi, presented the residents and elected officials of the City with an overview of the provisions of Subpart C of Part 3730 of title 17 of the Illinois Administrative Code (17 Ill. Adm. Code 3730.301 to 17 Ill. Adm. Code 3730.310), outlining the requirements of Subpart C as they pertain to Lake Michigan water allocation permittees, with particular emphasis on those provisions of Subpart C that establish required water conservation practices, conditions applicable to Lake Michigan water allocation permits, and periodic reporting requirements required of Lake Michigan water allocation permittees; and

**WHEREAS**, a copy of the provisions of Subpart C of Part 3730 of title 17 of the Illinois Administrative Code (17 Ill. Adm. Code 3730.301 to 17 Ill. Adm. Code 3730.310) is attached hereto and incorporated herein by reference as Exhibit C; and

**WHEREAS**, Spesia & Taylor also commented that while the provisions of Subpart C as set forth in Exhibit C are in effect as of the date of this Resolution, such provisions may be changed at any time in the future, and may be changed in ways that impose greater costs or compliance burdens on Lake Michigan water allocation permittees; and

**WHEREAS**, Spesia & Taylor noted that compliance with the requirements of Subpart C and with the conditions anticipated to be contained in any issued Lake Michigan water allocation permit necessarily cedes a significant degree of autonomy over the operation of a permittee's water system to IDNR, in that a Lake Michigan water allocation permittee becomes bound to comply with both the requirements of Subpart C and any the conditions contained in the permittee's Lake Michigan water allocation permit and cannot adopt ordinances or resolutions contrary thereto; and

**WHEREAS**, after taking into consideration the discussion and material presented during the course of the aforementioned presentation, including all material referred to herein or incorporated herein by reference, the City Council finds: (i) that they have been duly and thoroughly advised of the costs associated with obtaining a supply of Lake Michigan water to the City, as well as of the costs associated with water sourced from other potential alternate sources of supply, including those costs uniquely associated with status as a Lake Michigan allocation permittee that are not applicable to water obtained from alternate sources, (ii) that they have been duly and thoroughly advised of the regulatory and permit compliance requirements and costs thereof associated with status as a Lake Michigan water allocation permittee, including the supervisory and oversight role of IDNR in connection therewith, and (iii) that based upon such discussion and material presented during the course of the presentation, it is in the best interest of the residents of the City for the City to continue to pursue its pending application with IDNR for an allocation of Lake Michigan water as such water constitutes the best source of water available to the residents of the City that is economically reasonable and technically possible.

**WHEREAS**, the City Council has determined that it is in the best interest of the City and its residents to approve this Resolution in support of its pending application with IDNR for an allocation of Lake Michigan water.

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

SECTION 1: RECITALS. The foregoing recitals are incorporated in and made a part of this resolution as findings of the City Council of the City by this reference.

SECTION 2: SUPPLEMENTING APPLICATION. That the City's pending Application shall hereby be amended by and supplemented with this Resolution, and a copy hereof shall be included in any resubmittal of the same to IDNR, together with such other and further materials as deemed necessary or appropriate by the City's staff and consultants to respond to the IDNR Comments.

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

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

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

*[Intentionally Blank]*

PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

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

\_\_\_\_\_  
Christine Vershay-Hall, City Clerk

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
Raymond R. Soliman, Mayor

ATTEST:

\_\_\_\_\_  
Christine Vershay-Hall, City Clerk

# **Exhibit A**

## **(Summary of Alternative Water Source and Cost Presentation)**



# **Exhibit B**

## **(Summary of Unique Lake Michigan Costs Presentation)**

# **Exhibit C**

**(17 Ill. Adm. Code 3730.301, *et seq.*)**

**17 Ill. Adm. Code 3730.301**

This document is current through January 6, 2023

***IL - Illinois Administrative Code > TITLE 17. CONSERVATION > CHAPTER I. DEPARTMENT OF NATURAL RESOURCES > SUBCHAPTER h. WATER RESOURCES > PART 3730. ALLOCATION OF WATER FROM LAKE MICHIGAN > SUBPART C. ALLOCATION RULES***

**§ 3730.301 Allocation Permits**

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- a)** No regional organization, municipality, political subdivision, agency or instrumentality, or any other organization, association or individual desiring to use water from Lake Michigan that is subject to allocation under the Act shall divert or use any such water after July 1, 1977, unless it has previously obtained from the Department a valid allocation permit.
- b)** The Department shall issue an allocation permit to any applicant it determines to be entitled to an allocation of water from the Lake Michigan diversion according to the criteria set out in this Subpart. The permit shall state the allocation the applicant is allowed, the starting date and duration of the permitted allocation, and such conditions as specified in Sections 3730.307 and 3730.309 as the Department may require the applicant to comply with in order to receive or to continue to receive its allocated share of the Lake Michigan diversion. Allocations for residential, industrial and commercial uses will be limited for each annual accounting period. Allocations for navigational makeup and discretionary dilution will be limited by a running average over five annual accounting periods. The Department will hold an amount of Lake Michigan water in reserve for lockage and leakage that will be based on a running average over 40 annual accounting periods.
- c)** If, over a five-year running period, a permittee appropriates water in amounts greater than 105% of its allocation for that period or if it appropriates in excess of 115% of its allocation in any one annual accounting period, the Department may issue a notice of violation of the allocation permit.
- d)** If a permittee commits a permit violation under subsection (a), (b) or (c) or if it fails to observe the conditions attached to its allocation permit, the Department may issue a notice of violation. Upon hearing and determination of violation, the permittee shall be deemed to have failed to obey an order made by the Department and may be subject to a fine of not less than \$ 1,000 and not more than \$ 10,000 to be recovered in the name of the People of the State of Illinois in any court of

competent jurisdiction. Each day in which the prohibited activity continues shall constitute a new and separate violation of a Department order.

e) If, over a five-year running period, a permittee appropriates water in amounts less than 90% of its allocation for the period, any entity or the Department, on its own motion, may initiate proceedings for a modification according to Sections 3730.204(c) and 3730.310. Any modification shall be preceded by notice as provided in Section 3730.206, and a hearing shall be held in conformance with Subpart B.

f) If a permittee, because of physical limitations, cannot use an allocation, the Department may allocate this water, after notice and a hearing, to another use during an accounting period or hold it in reserve for future use without prejudice to any permittee's allocation in succeeding accounting periods.

## History

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### SOURCE:

Amended at 14 Ill. Reg. 1484, effective January 3, 1990.

Amended at 38 Ill. Reg. 22801, effective November 18, 2014.

### Annotations

## Research References & Practice Aids

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## Authority & General Source

ILLINOIS ADMINISTRATIVE CODE

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End of Document

**17 Ill. Adm. Code 3730.302**

This document is current through January 6, 2023

***IL - Illinois Administrative Code > TITLE 17. CONSERVATION > CHAPTER I. DEPARTMENT OF NATURAL RESOURCES > SUBCHAPTER h. WATER RESOURCES > PART 3730. ALLOCATION OF WATER FROM LAKE MICHIGAN > SUBPART C. ALLOCATION RULES***

**§ 3730.302 Application**

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An application for an allocation permit shall contain the following information, to be filed on forms provided by the Department:

- a)** The name and location of the applicant;
- b)** A description of the geographic area that the applicant supplies or intends to supply with water, and the number of people residing within that area;
- c)** An enumeration of the uses to which the allocation is intended to be put, including the proportion of the allocation that goes to each use;
- d)** A description of all proposed and existing systems for the storage, treatment, transportation and distribution of water and the location of any discharge of wastewater effluent within the area the applicant intends to supply with water from the allocation, including the location, dates of construction, and major improvements of wells;
- e)** A description of all present sources of water supply, within the area described under subsection (b), including a breakdown stating the amounts and quality of water currently available and the quantity prospectively available from each source;
- f)** A statement of anticipated future needs during the period for which application for a water allocation is being made, including projected land use changes and population changes and per capita use;
- g)** A description of the applicant's current and proposed water conservation programs, measures and ordinances that promote the efficient use of its water supply;
- h)** Such other information relevant to the Lake Michigan allocation as the Department deems appropriate.

**History**

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**SOURCE:**

Amended at 38 Ill. Reg. 22801, effective November 18, 2014.

Annotations

**Research References & Practice Aids**

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**Authority & General Source**

ILLINOIS ADMINISTRATIVE CODE

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End of Document

**17 Ill. Adm. Code 3730.303**

This document is current through January 6, 2023

***IL - Illinois Administrative Code > TITLE 17. CONSERVATION > CHAPTER I. DEPARTMENT OF NATURAL RESOURCES > SUBCHAPTER h. WATER RESOURCES > PART 3730. ALLOCATION OF WATER FROM LAKE MICHIGAN > SUBPART C. ALLOCATION RULES***

**§ 3730.303 Classification of Water Users**

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- a) Applicants will be divided into broad categories determined by water use. The categories in order of descending priorities are: Categories IA, IB, IIA, IIB and III.
- 1) Category IA - Applicants whose primary water needs are residential, commercial or industrial and whose future or continued use of Lake Michigan water is the most economical source of supply.
  - 2) Category IB - Applicants whose primary water demands are residential, commercial and industrial and whose use of Lake Michigan water would reduce the regional use of the deep aquifer.
  - 3) Category IIA - Applicants whose primary water demands are for the minimum flows necessary to meet navigation requirements and minimum discretionary dilution flows necessary to maintain the Chicago Area Waterway System in a reasonably satisfactory sanitary condition.
  - 4) Category IIB - Applicants whose water demands are for the minimum discretionary dilution flows necessary to meet water quality standards in the Chicago Area Waterway System.
  - 5) Category III - Applicants whose water demands do not fall into Category IA, IB, IIA, or IIB.
- b) In determining the need for Category IA and IB allocations, the Department will consider the following items:
- 1) Adequacy of supply from sources other than Lake Michigan.
  - 2) Economics of alternative supplies.
  - 3) For new applicants, priority will be given to allocations for domestic purposes.
  - 4) For new applicants, allocations of Lake Michigan water will be made with the goal of reducing withdrawals from the Cambrian-Ordovician Aquifer (deep

aquifer).

c) In determining the need for priorities within Categories IIA and IIB, the Department will consider the following items:

- 1) A limitation of 270 cubic feet per second for discretionary dilution for water quality purposes in the Chicago Area Waterway System.
- 2) The need to meet navigation requirements in the Chicago Area Waterway System.
- 3) The minimum discretionary diversion needed to keep water quality in the Chicago Area Waterway System in a reasonable satisfactory sanitary condition.

d) Category III applicants do not qualify for an allocation of water from Lake Michigan.

e) The Department will normally make allocations to meet the full water needs of Category IA and IB applicants as determined by the Department before any water is allocated to applicants in Category IIA and IIB.

f) In determining the amount of water available for allocations to Categories IA, IB, IIA and IIB, the Department will consider the amount of water that must be reserved for storm water runoff, lockage and leakage and a reserve for future increases in demands and storm water runoff.

## History

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### SOURCE:

Amended at 38 Ill. Reg. 22801, effective November 18, 2014.

### Annotations

## Research References & Practice Aids

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### Authority & General Source

ILLINOIS ADMINISTRATIVE CODE

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End of Document



**17 Ill. Adm. Code 3730.304**

This document is current through January 6, 2023

***IL - Illinois Administrative Code > TITLE 17. CONSERVATION > CHAPTER I. DEPARTMENT OF NATURAL RESOURCES > SUBCHAPTER h. WATER RESOURCES > PART 3730. ALLOCATION OF WATER FROM LAKE MICHIGAN > SUBPART C. ALLOCATION RULES***

**§ 3730.304 Water Needs Criteria**

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The Department will determine anticipated water needs for each applicant. The Department will take into consideration in making that determination the population of the area to be served, projected population growth, current and projected per capita consumption within the area, the nature and extent of industrial uses (including a consideration of typical requirements for similar industries), municipal and hydrant uses (public facilities, park upkeep, fire protection), implementation of conservation practices, and the reduction of non-revenue water as required by this Section.

**a)** Conservation practices that will be considered with respect to applicants in Categories IA and IB include the extent of metering, the provision of building codes for water efficient equipment, ordinances that promote the efficient use of water for lawn sprinkling and other outside uses, rate structures that encourage conservation, past record of enforcement of water saving ordinances, expenditures for maintenance and repair of water distribution systems, and implementation of specific ground water conservation levels of usage recommended by State or regional planning agencies. The Director may establish maximum reasonable per capita consumption rates for each user based upon either an evaluation of the relative proportion of industrial, commercial and residential users served by the permittee or the efficiency of the permittee's water distribution system, or both. Applicants in Categories IA and IB shall limit non-revenue water so that it is less than 12% of net annual pumpage in Water Year 2015, decreasing to no more than 10% by Water Year 2019 and all years thereafter. Applicants whose non-revenue water exceeds the non-revenue thresholds (12% in Water Year 2015, decreasing to 10% in Water Year 2019) shall submit a water system improvement plan that outlines the actions the applicant plans to undertake, along with a timeframe, to reduce non-revenue water to less than the thresholds outlined in this subsection. The Department may grant a waiver to the requirement to submit a water system improvement plan to

an applicant whose non-revenue water exceeds the thresholds if it can be shown that the reason for exceeding the non-revenue water threshold is due to metered, but unbilled, consumption or to authorized, unmetered, unbilled consumption when the quantity can be determined through acceptable engineering practices. The Department will consider this information in determining proper allocation amounts.

**b)** Conservation practices that will be considered with respect to applicants in Categories IIA and IIB include improved and more accurate measurement and accounting procedures, improved treatment of all wastewater flows, elimination of untreated combined sewer bypass flows, reasonable use of aeration facilities, implementation of navigational and storm response operations, and procedures to minimize Lake Michigan diversion and implementation of effective programs of leak prevention, detection and correction.

## History

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### SOURCE:

Amended at 38 Ill. Reg. 22801, effective November 18, 2014.

### Annotations

## Research References & Practice Aids

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## Authority & General Source

ILLINOIS ADMINISTRATIVE CODE

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End of Document

**17 Ill. Adm. Code 3730.305**

This document is current through January 6, 2023

***IL - Illinois Administrative Code > TITLE 17. CONSERVATION > CHAPTER I. DEPARTMENT OF NATURAL RESOURCES > SUBCHAPTER h. WATER RESOURCES > PART 3730. ALLOCATION OF WATER FROM LAKE MICHIGAN > SUBPART C. ALLOCATION RULES***

**§ 3730.305 Emergencies**

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- a) Upon the occurrence of an unforeseen event and where necessary to safeguard the health, safety, or welfare of the people of the State of Illinois, the Director shall make an emergency allocation of water upon a showing by any user or applicant that:
- 1) A water shortage emergency exists, threatening the public health, safety, or welfare of people whom the user or applicant intends to supply with water; and
  - 2) the user or applicant is making provisions to prevent the continuation or recurrence of such emergency allocations by developing alternative sources of water supply.
- b) The effectiveness of an emergency allocation order shall last until the Department has issued and entered an order after a hearing regarding the emergency allocation is held in accordance with Section 3730.202(d).
- c) All hearings on emergency allocations will be held after notice has been given pursuant to Section 3730.206(a).

**History**

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**SOURCE:**

Amended at 9 Ill. Reg. 386, effective January 1, 1985.

**Annotations**

**Research References & Practice Aids**

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**Authority & General Source**

ILLINOIS ADMINISTRATIVE CODE

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**End of Document**

**17 Ill. Adm. Code 3730.306**

This document is current through January 6, 2023

***IL - Illinois Administrative Code > TITLE 17. CONSERVATION > CHAPTER I. DEPARTMENT OF NATURAL RESOURCES > SUBCHAPTER h. WATER RESOURCES > PART 3730. ALLOCATION OF WATER FROM LAKE MICHIGAN > SUBPART C. ALLOCATION RULES***

**§ 3730.306 Transfer of Water Use Rights**

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- a) A user may not transfer any portion of its allocation of Lake Michigan water to another user unless the transferor has satisfied all of the conditions precedent attached to its water allocation permit and the Department has approved the transfer according to the procedures in subsection (b) or (c).
- b) All requests for transfers, except those described in subsection (c), shall be processed as petitions for modification of the allocation permits of the transferor and the transferee according to Sections 3730.204(c) and 3730.310. These requests shall not be approved or disapproved unless notice has been given as provided in Section 3730.206 and a hearing has been held in conformance with Subpart B.
- c) Any request for a transfer that includes the following statements may be approved by the Department after 30 days notice to all permittees and an opportunity for hearing has been provided:
  - 1) The transferor must have satisfied all of the conditions precedent attached to its water allocation permit.
  - 2) The transferee must be a duly constituted regional water supply organization.
  - 3) The transferor and transferee must clearly indicate that the transferee assumes responsibility for compliance by the transferor with the requirements of Sections 3730.307 and 3730.309.
  - 4) The requested transfer must comprise 100% of the transferor's allocation.
  - 5) The transferred allocation must be used solely by the transferor.
- d) Transfers to another user of any part of an allocation, except those transfers described in subsection (c), will be considered prima evidence of a reduction in the transferor's water use needs equivalent in size to the transferred allocation when the transferor applies for a renewal permit. However, evidence that an applicant has obtained additional Lake Michigan water from other users beyond that amount originally allocated to the transferee will not be sufficient to establish a prima facie

case that the transferee-applicant's original allocation should be increased by a corresponding amount.

e) All transfers terminate upon the expiration of the transferor's allocation permit.

## History

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### SOURCE:

Amended at 38 Ill. Reg. 22801, effective November 18, 2014.

### Annotations

## Research References & Practice Aids

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### Authority & General Source

ILLINOIS ADMINISTRATIVE CODE

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End of Document

**17 Ill. Adm. Code 3730.307**

This document is current through January 6, 2023

***IL - Illinois Administrative Code > TITLE 17. CONSERVATION > CHAPTER I. DEPARTMENT OF NATURAL RESOURCES > SUBCHAPTER h. WATER RESOURCES > PART 3730. ALLOCATION OF WATER FROM LAKE MICHIGAN > SUBPART C. ALLOCATION RULES***

**§ 3730.307 Conservation Practices and Other Permit Conditions**

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a) The Department shall condition allocations within a user category upon required conservation practices for each user category as specified in subsections (b) and (c). Failure by any permittee to meet the conservation requirements applicable to it within a reasonable period of time will, upon notice, hearing and determination of the failure, constitutes a violation of a Department order.

b) Permittees in Categories IA and IB shall limit non-revenue water so that it is less than 12% of net annual pumpage (system input volume) in Water Year 2015, decreasing to no more than 10% by Water Year 2019 and all years thereafter. Permittees whose non-revenue water exceeds the non-revenue thresholds (12% in Water Year 2015, decreasing to 10% by Water Year 2019) shall submit a water system improvement plan that outlines the actions the permittee plans to undertake, along with a timeframe, to reduce non-revenue water to less than the thresholds outlined in this subsection. The Department may grant a waiver to the requirements to submit a water system improvement plan to a permittee whose non-revenue water exceeds the thresholds if it can be shown that the reason for exceeding the non-revenue water threshold is due to metered, but unbilled, consumption or to authorized, unmetered, unbilled consumption when the quantity can be determined through acceptable engineering practices. The Department recognizes that actions necessary to reduce water losses can require significant capital expenditures and a lengthy timeframe, and that communities face other pressing infrastructure needs, and will take this into account in reviewing and approving water system improvement plans.

c) The Department shall require evidence of adoptions by the permittee of the following conservation practices as applicable to the particular user:

- 1) Leakage monitoring and correction for storage, transmission and distribution systems.
- 2) Metering of all new construction. When practicable and feasible, the

Department recommends sub-metering in new multi-family buildings.

- 3) Metering of existing non-metered services as part of any major remodeling.
  - 4) The adoption of ordinances requiring that new and replacement plumbing fixtures be a labeled WaterSense product, as specified by USEPA.
  - 5) The adoption of ordinances requiring the installation of closed system air conditioning in all new construction and in all remodeling.
  - 6) The adoption of ordinances requiring that all lavatories for public use in new construction or remodeling be equipped with metering or self-closing faucets.
  - 7) The adoption of ordinances requiring that all newly constructed or remodeled car wash installations be equipped with a water recycling system.
  - 8) The adoption of ordinances that restrict non-essential outside water uses to prevent excessive, wasteful use. These shall provide that unrestricted lawn sprinkling will not be allowed from May 15 through September 15 of each year by requiring, as a minimum, that lawn sprinkling shall not occur on consecutive days nor shall any lawn sprinkling occur during at least a 6 hour period in the middle of the day (i.e., 10 a.m. through 4 p.m., noon to 6 p.m.) when evapotranspiration is at its highest. New lawns (less than 3 months old) may be exempted from this provision. In addition, new/replacement sprinkler systems shall be equipped with a WaterSense labeled irrigation controller and shall be in compliance with Section 2.5(g) of the Illinois Plumbing License Law [225 ILCS 320].
  - 9) Development and implementation of public programs to encourage efficient water use.
  - 10) Installation of facilities and implementation of programs to reduce to a reasonable minimum, and to accurately account for, water used for navigational and discretionary diversion purposes.
- d) Within 90 days after receipt of an allocation permit, each permittee that uses any water from deep aquifer pumpage shall submit and implement a phased program designed to end this practice, other than for emergency or standby use, within five years after the receipt of Lake Michigan water. New applicants may petition the Department for a waiver of this requirement, which the Department may grant if it determines that the applicant has a legitimate legal or practical basis for its inability to comply with this requirement and when a partial allocation of Lake Michigan water will result in reduced pumpage from the deep aquifer. Existing permittees are not eligible to petition the Department for a waiver of this requirement.
- e) As a condition of receiving an allocation of Lake Michigan water, all permittees



will limit unmetered hydrant uses to 1% or less of net annual pumpage in each annual accounting period. The Department may grant an exception to this requirement if it can be shown by the user that this requirement can't be met. In determining the merits of a request for an exception, the Department considers such factors as engineering studies of hydrant uses and unusual circumstances during an annual accounting period.

f) The Department recommends that all permittees adopt water rate structures based on metered water use and that water rate structures be developed that will discourage excessive water use. The Department also recommends that water rates reflect the full cost of water, including the long term cost to properly maintain and operate the water supply distribution system in such a manner as to keep system losses to a minimum.

## History

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### SOURCE:

Amended at 14 Ill. Reg. 1484, effective January 3, 1990.

Amended at 38 Ill. Reg. 22801, effective November 18, 2014.

### Annotations

## Research References & Practice Aids

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## Authority & General Source

ILLINOIS ADMINISTRATIVE CODE

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End of Document

**17 Ill. Adm. Code 3730.308**

This document is current through January 6, 2023

***IL - Illinois Administrative Code > TITLE 17. CONSERVATION > CHAPTER I. DEPARTMENT OF NATURAL RESOURCES > SUBCHAPTER h. WATER RESOURCES > PART 3730. ALLOCATION OF WATER FROM LAKE MICHIGAN > SUBPART C. ALLOCATION RULES***

**§ 3730.308 Duration of Permit and Renewals**

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- a) The Department shall determine the duration of each allocation permit, which shall be stated upon the face of the permit.
- b) At the expiration of each allocation permit, the permit shall be renewed year by year in the same amount and on the same conditions as were in force upon expiration of the permit, unless any entity, or the Department on its own motion, files a petition for modification in compliance with Section 3730.204(c) and 3730.310 and the Department determines that the petition is not frivolous. A permit shall remain in force and effect pending a determination by the Department of the issues raised in the modification proceedings.

Annotations

**Research References & Practice Aids**

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**Authority & General Source**

ILLINOIS ADMINISTRATIVE CODE

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End of Document

**17 Ill. Adm. Code 3730.309**

This document is current through January 6, 2023

***IL - Illinois Administrative Code > TITLE 17. CONSERVATION > CHAPTER I. DEPARTMENT OF NATURAL RESOURCES > SUBCHAPTER h. WATER RESOURCES > PART 3730. ALLOCATION OF WATER FROM LAKE MICHIGAN > SUBPART C. ALLOCATION RULES***

**§ 3730.309 Reporting Requirements**

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- a) Within 60 days after the end of each accounting period, all permittees shall furnish the following information and such other information relevant to the Lake Michigan allocation as the Department may require on forms provided by the Department:
- 1) Total water use from all sources for the accounting year and the percentage of water distributed through metered services;
  - 2) Average daily water use by month from all sources for the accounting year;
  - 3) Maximum and minimum daily pumpage from all sources for the accounting year and the dates of these events;
  - 4) Total pumpage from Lake Michigan, shallow aquifer wells, and deep aquifer wells, including the number and location of each well, and the percentage of total water use for the accounting year from each source;
  - 5) Individual well production rates for the accounting year, including well numbers, average pumping rates, and average number of hours pumped per day;
  - 6) For each well, a list of all parameters that exceed the standards in 35 Ill. Adm. Code 620;
  - 7) A list of which wells, if any, interfere with each other during simultaneous pumping;
  - 8) A description of any problems anticipated from any well supply during the next accounting period;
  - 9) The amount and percentage of water from all sources for the accounting period used for each of the following purposes:
    - A) Residential,
    - B) Industrial and commercial,

- C) Municipal,
  - D) Firefighting and training,
  - E) Water main flushing,
  - F) Sewer flushing,
  - G) Street cleaning,
  - H) Public and private construction,
  - I) Leakage,
  - J) Lockage,
  - K) Storm water runoff,
  - L) Navigational makeup,
  - M) Discretionary diversion,
  - N) Unmetered services,
  - O) Non-revenue water, and
  - P) Other identified uses;
- 10)** Summaries of the results and recommendations of any leak surveys conducted in the accounting period;
- 11)** Amounts transferred and sources of all water sold or otherwise provided to any other named distribution system during the accounting period;
- 12)** A copy of the current water rates for all consumers, including an indication whether each water rate structure is declining, flat or increasing; and
- 13)** The name, address and telephone number of the person the Department should contact if further information is needed.
- b)** Within 30 days after the end of each month, all permittees with an intake structure on Lake Michigan shall state the daily pumpage rates for Lake Michigan water, the monthly average pumpage rate, the average daily supply transferred to other named entities, and such other information relevant to the Lake Michigan allocation as the Department may reasonably require on forms provided by the Department.
- c)** Within 30 days after the end of each month, all permittees who are the first Illinois users of water diverted from Lake Michigan outside Illinois shall state the daily pumpage rates for Lake Michigan water, the monthly average pumpage rate, the average daily supply transferred to other entities, and such other information relevant to the Lake Michigan allocation as the Department may reasonably require

on forms provided by the Department.

## History

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### SOURCE:

Amended at 38 Ill. Reg. 22801, effective November 18, 2014.

Annotations

## Research References & Practice Aids

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### Authority & General Source

ILLINOIS ADMINISTRATIVE CODE

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End of Document

**17 Ill. Adm. Code 3730.310**

This document is current through January 6, 2023

***IL - Illinois Administrative Code > TITLE 17. CONSERVATION > CHAPTER I. DEPARTMENT OF NATURAL RESOURCES > SUBCHAPTER h. WATER RESOURCES > PART 3730. ALLOCATION OF WATER FROM LAKE MICHIGAN > SUBPART C. ALLOCATION RULES***

**§ 3730.310 Petitions for Modification**

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- a) Petitions for modification of an allocation permit may be filed by any entity at any time. Petitions for modification must comply with Section 3730.204(c). If the Department finds that any such petition is supported by an adequate statement of reasons, is not plainly devoid of merit or frivolous, and does not deal with a subject on which a hearing has been held within the preceding six months, a hearing shall be held pursuant to Sections 3730.201 through 3730.215. Copies of each petition for modification shall be served upon all parties to the allocation proceedings. A copy of the service list may be obtained from the Department.
- b) Bases for modification of an allocation permit include, but are not limited to:
- 1) Evidence of a substantial change in circumstances that results in a change in water needs of the entity;
  - 2) Violation of a permit condition and/or failure or neglect to properly utilize an allocation;
  - 3) Determination by the Department that a total reallocation is necessary to best utilize the Lake Michigan diversion to preserve the health, safety and welfare of the Northeastern Illinois Metropolitan Region; or
  - 4) Notification received by the Department from the Illinois Environmental Protection Agency stating that pollution abatement facilities affecting the water quality of the Chicago Area Waterway System have become operational or that standards affecting the water quality of the Chicago Area Waterway System have been changed.
- c) In the Department's determination of the outcome of a modification proceeding, the Department shall determine the effect of a modification on any outstanding securities, debt obligations or contractual obligations of any permittee whose allocation is the subject of the modification proceeding and shall endeavor to avoid any material adverse effect on these obligations.

**d)** The Department may, in its discretion, schedule a hearing upon any petition without regard to the existence of the factors listed in subsection (b) if it deems holding the hearing to be in the public interest.

## History

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### SOURCE:

Amended at 38 Ill. Reg. 22801, effective November 18, 2014.

### Annotations

## Research References & Practice Aids

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## Authority & General Source

ILLINOIS ADMINISTRATIVE CODE

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End of Document



## City Council Agenda Memo

Crest Hill, IL

<b>Meeting Date:</b>	1/30/2023
<b>Submitter:</b>	Mark Siefert, Director of Public Works
<b>Department:</b>	Public Works Department
<b>Agenda Item:</b>	Recommendation to amend a contract with Strand and Associates for the Lake Michigan Water Allocation Application with Amendment 1.

### Summary:

When City Staff along with Strand and Associates, and Spesia and Taylor had originally put together the budget for the Lake Michigan Allocation we had used the previous applications of Joliet and Shorewood to put together a plan. The City of Joliet had one pre-hearing with minimal comments with then a final hearing. The entire process took less than one year.

Between the time the City of Joliet and Village of Shorewood had completed their applications a new reviewer had taken over in the Illinois Department of Natural Resources Chicago office in charge of Lake Water Allocations. The new reviewer has a largely different style of review than previous reviewers.

Where Joliet and Shorewood had one pre-hearing with few comments and no need for further engineering exploration, the nine communities who had submitted their applications in March/April of 2022 will have at least two pre-hearings and are being asked for new engineering exploration.

Some of the engineering explorations that we all are being asked for are:

- Looking at the viability of the Des Plaines River as a water source
- Looking at the other riverine options with other communities.
- Public awareness of the cost's of Lake Michigan Water
- Deeper dive into the water loss and where exactly it is coming from

All of these additional engineering explorations plus a second pre-hearing with comments/revisions were not included in the original budget.

### Recommended Council Action:



To approve an amendment with Strand and Associates for the Lake Michigan Water Allocation Application Contract

**Financial Impact:**

**Funding Source:** Water

**Budgeted Amount:** \$280,000 This fiscal Year, This project will be into next year

**Cost:** \$65,000

**Attachments:**

Amendment No. 1 to Task Order No. 21-01  
City of Crest Hill, Illinois (OWNER)  
and Strand Associates, Inc.® (ENGINEER)  
Pursuant to Agreement for Technical Services dated December 17, 2014

This is Amendment No. 1 to the referenced Task Order.

Services Name: Lake Michigan Water Allocation Application

REPLACE **If-Authorized Services** in its entirety with the following:

**“If-Authorized Services**

1. Participate in up to six meetings, at OWNER’s request, to prepare for prehearings and the formal hearing or to discuss IDNR comments and revisions to the application prior to its resubmittal.
2. Attend Prehearing No. 1 with OWNER virtually from ENGINEER’s office.
3. Prepare revisions to the Lake Michigan Allocation Application submittal in accordance with comments received from IDNR and feedback from OWNER, as appropriate.
4. Prepare six printed copies and one digital copy of the application and resubmit to IDNR.
5. Attend Prehearing No. 2 with OWNER virtually from ENGINEER’s office.
6. Prepare revisions to the Lake Michigan Allocation Application submittal in accordance with comments received from IDNR and feedback from OWNER, as appropriate.
7. Prepare six printed copies and one digital copy of the application and resubmit to IDNR.
8. Attend one formal hearing in person at IDNR’s office.
9. Communicate with and assist OWNER before or after the formal hearing, as requested by OWNER.”

Under **Compensation**, REPLACE the second paragraph with the following:

“OWNER shall compensate ENGINEER for **If-Authorized Services** Items Nos. 1 through 4 under this Task Order on an hourly rate basis plus expenses an estimated fee of \$65,000.

OWNER shall compensate ENGINEER for **If-Authorized Services** Items Nos. 5 through 9 under this Task Order on an hourly rate basis plus expenses an estimated fee of \$31,000.

City of Crest Hill  
Amendment No. 1 to Task Order No. 21-01  
Page 2  
January 11, 2023

Under **Schedule**, CHANGE June 30, 2022, to “April 22, 2024.”

TASK ORDER AMENDMENT AUTHORIZATION AND ACCEPTANCE:

ENGINEER:

STRAND ASSOCIATES, INC.®

OWNER:

CITY OF CREST HILL

\_\_\_\_\_  
Joseph M. Bunker  
Corporate Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ray Soliman  
Village Administrator

\_\_\_\_\_  
Date



## Agenda Memo

Crest Hill, IL

<b>Meeting Date:</b>	1/30/2022
<b>Submitter:</b>	Mark Siefert, Director of Public Works
<b>Department:</b>	Public Works
<b>Agenda Item:</b>	Recommendation to approve a contract with Strand and Associates for Water Model Updates and Calibration of the current model.

### Summary:

In 2015, the City of Crest Hill underwent the process of creating a computer based hydraulic model of the City's water system. This model is able to run scenario's such as: new development, new water mains, maintenance projects, and various Lake Michigan scenario's.

The water model is an invaluable tool for city staff especially when it comes to new developments. Staff is able put a draw on the system for a new development based on the developers projected water use and determine if the system can handle the draw of if additional mains will need to be brought into that development from another area.

In terms of new water mains and maintenance projects staff uses the model to see what will happen when valves are shut or towers are taken out of service. Some of the information given to staff from the model is the water age(how old is the water), PSI, and fire flows. All of this information is needed when making decisions on how to implement maintenance projects.

When the City decided to go to Lake Michigan as it's future water supply, staff spoke about going from a decentralized system to a centralized water distribution system. Using the model staff was able to show where deficiencies are due to the new water supply drop of points and make recommendations of construction projects.

Now that the model is 7 years old, and new pipes have gone in, old pipes are getting older, staff recommends that we update are recalibrate the model especially with the amount of new water projects underway and the potential for development along the TIF districts.

### Recommended Council Action:

To enter into an agreement with Strand and Associates for a NTE contract of \$32,100 to update and calibrate the water model.

**Financial Impact:**

**Funding Source:** Water

**Budgeted Amount:** \$380,000 (\$273,169.51 YTD)

**Cost:** \$32,100

**Attachments:**

Strand Agreement

# DRAFT

Date { }

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

Attention: Mr. Mark Siefert, Public Works Director

Re: Agreement for General Services  
Water Modeling Updates and Calibration

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 Water Modeling Updates and Calibration project. This Agreement shall be in accordance with the following elements.

## Scope of Services

ENGINEER will provide the following Services to OWNER.

1. Update OWNER's existing water distribution system model previously developed by ENGINEER, based on OWNER-provided information, to reflect the current system.
2. Allocate demands in OWNER's existing water modeling using OWNER-provided 2021 sales information.
3. Incorporate OWNER-provided supervisory control and data acquisition (SCADA) control set points into the water model.
4. Prepare a draft field hydrant flow testing figure and submit to OWNER for review. Select locations of field hydrant flow testing based on OWNER-provided comments.
5. Collect flow and pressure readings during OWNER-conducted fire flow testing for up to ten locations using ENGINEER's flow monitoring equipment.
6. Perform a steady-state calibration of the water model using OWNER's field fire flow testing results and OWNER-provided SCADA system information, including booster and well pump flows and storage facility water levels during testing.
7. Review the existing water system performance using the steady-state calibrated water model for current maximum-day demands.
8. Prepare a draft report summarizing the model updates, calibration, and current day analysis and develop pressure and available fire flow contour maps from steady-state simulations.
9. Submit draft report to OWNER for review and participate in one progress meeting to review OWNER comments.
10. Incorporate comments, as appropriate, and provide the report to OWNER.
11. Prepare a draft water main replacement plan based on input from OWNER. Prepare figures defining water main age, material, and break history. Meet with OWNER to discuss water main replacement plan.

City of Crest Hill  
 Page 2  
 Date { \_\_\_\_\_ }

# DRAFT

12. Prepare opinions of probable construction costs (OPCCs) in accordance with Association for the Advancement of Cost Engineering cost estimate Class 5 for projects included in the annual water main replacement program over the next ten years based on the OWNER-approved water main replacement plan. OPCCs will be in 2023 dollars.

## Service Elements Not Included

The following services are not included in this Agreement. If such services are required, they will be provided as noted.

1. Additional Site Visits and/or Meetings: Additional OWNER-required site visits or meetings will be provided through an amendment to this Agreement or through a separate agreement with OWNER.
2. Drawings and Specifications: Final design services including drawings and specifications, if provided by ENGINEER, will be provided through an amendment to this Agreement or through a separate agreement with OWNER.
3. Preparation for and/or Appearance in Litigation on Behalf of OWNER: This type of service by ENGINEER will be provided through a separate agreement with OWNER.
4. Revising Documents: 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, will be provided through an amendment to this Agreement.

## Compensation

OWNER shall compensate ENGINEER for Services a lump sum of \$32,100.

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 lump sum 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 lump sum that reflects any wage scale adjustments made.

The lump sum 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 16, 2023. Services are scheduled for completion on April 28, 2023.

## 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.

City of Crest Hill  
 Page 3  
 Date { }

**DRAFT**

### **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 the site as required for ENGINEER to perform Services under this Agreement.
4. Guarantee 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.
5. 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.
6. Provide all legal services as may be required for the development of this project.

### **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**.
3. If there is a modification of Illinois Environmental Protection 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.



City of Crest Hill  
Page 4  
Date { \_\_\_\_\_ }

# DRAFT

## 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.

## 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.

## 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.

## Third-Party Beneficiaries

Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's Services under this Agreement are being performed solely for OWNER's benefit, and no other party or entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of Services hereunder. OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this project to carry out the intent of this provision.

## Dispute Resolution

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between OWNER and ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided first by mediation, if the parties mutually agree, or with a bench trial in a court of competent jurisdiction within the State of Illinois.

## Terms and Conditions

The terms and conditions of this Agreement will apply to the Services defined in the **Scope of Services**. OWNER-supplied purchase order is for processing payment only; terms and conditions on the purchase order shall not apply to these Services.

City of Crest Hill

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Date { \_\_\_\_\_ }

**DRAFT**

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement.

ENGINEER:

STRAND ASSOCIATES, INC.®

OWNER:

CITY OF CREST HILL

\_\_\_\_\_  
Joseph M. Bunker  
Corporate Secretary

Date

\_\_\_\_\_  
Raymond Soliman  
Mayor

Date

NOT FOR  
SIGNATURE



## Agenda Memo

Crest Hill, IL

<b>Meeting Date:</b>	1/30/23
<b>Submitter:</b>	Mark Siefert, Director of Public Works
<b>Department:</b>	Public Works
<b>Agenda Item:</b>	Recommendation to enter into an agreement with Strand for an emergency well transition plan and the source water protection plan

### Summary:

This proposed contract would cover two items that are coming on the horizon, one mandated by the IEPA and the other for when the switchover to Lake Michigan water takes place.

When the City of Crest Hill switches to Lake Michigan as its source water, the 8 wells that the city currently manages will need to be switched from a primary role to a back up role. As a primary source of water, they need to have iron filtration, and primary and secondary chemical addition. When the wells switch over to the back up or emergency roll, they will only need to have chlorine added if they are ever turned on. Since the iron filters, and secondary chemicals will not be needed they will need to be removed, and piping and SCADA changes will need to occur. Also, the piping for the wells will need to be changed to allow for monthly flowing of each well. Each well needs to be flowed monthly for bacterial testing even as an emergency backup well. Most importantly the well pumps and motors themselves will have to be changed out to pump directly to the water distribution system instead of pumping to the iron filter like they do now. This plan would cover and set up a plan and give cost estimates on how the city would be able to accomplish all of this.

The second part of this contract is the Source Water Protection Plan. The IEPA has mandated that:

*b) A community water supply in existence as of July 26, 2019, must develop and submit to the Agency for approval a source water protection plan within the following time frame after July 26, 2019:*

*1) within 3 years, for a community water supply serving a population greater than 50,000 persons;*

*2) within 4 years, for a community water supply serving a population of greater than 3,000 but less than or equal to 49,999 persons; or*

Strand would submit this report by July 26, 2023 on behalf of the City of Crest Hill which would include preparing a map and sources of all potential pollution, and preparing a Source Water Protection Plan for submittal to the IEPA.

**Recommended Council Action:**

To enter into an agreement with Strand and Associates for a NTE contract of \$77,900 for an emergency well transition plan, and source water protection plan.

**Financial Impact:**

**Funding Source:** Water

**Budgeted Amount:** \$380,000

**Cost:** \$77,900

**Attachments:**

Strand Contract

December 8, 2022

Mr. Mark Siefert, Director of Public Works  
City of Crest Hill  
2250 North Broadway Street  
Crest Hill, IL 60403

Re: Engineering Services  
Emergency Well Transition Plan and Source Water Protection Plan Proposal

Dear Mr. Siefert:

This Proposal presents Strand Associates, Inc.®'s (Strand) anticipated **Scope of Services** and associated **Compensation** for providing engineering services to the City of Crest Hill, Illinois (City) for the Emergency Well Transition Plan and Source Water Protection Plan project.

### **Project Understanding**

In anticipation of the City joining the Grand Prairie Water Commission and receiving Lake Michigan water, the City has eight shallow wells whose purpose will shift from continuous use to emergency backup. This Proposal is for preparing a report with conceptual design features for that well transition process. This Proposal also includes a Source Water Protection Plan (SWPP) for the existing wells for submittal to the Illinois Environmental Protection Agency (IEPA) by July 26, 2023.

### **Scope of Services**

Proposed services can be described as follows.

#### Emergency Well Transition Plan

1. Attend a kickoff meeting with City.
2. Communicate with City to gather data on existing wells and treatment plants including water quality, static and dynamic water levels, pump settings, local minimum and maximum pressures, and treatment plant record drawings.
3. Provide up to 12 hours to communicate with IEPA to discuss the reporting, disinfection, permitting, and treatment criteria for the City's emergency backup wells.
4. Develop an Emergency Well Transition Plan report that includes the following conceptual elements for up to eight wells and associated seven treatment facilities:
  - a. Well pump head conditions to allow wells to directly feed the distribution system.
  - b. Site maintenance hydrant, valving, and drainage concept to allow wells to pump to waste.

Mr. Mark Siefert, Director of Public Works  
 City of Crest Hill  
 Page 2  
 December 8, 2022

- c. Two treatment facility retrofit concepts to remove iron filtration vessels and install either a sodium hypochlorite disinfection system or a chlorine gas disinfection system.
  - d. Operation and maintenance differences between implementing a systemwide standby sodium hypochlorite disinfection method and standby chlorine gas disinfection method.
  - e. A Class 5 opinion of probable construction costs, as defined by the Association for the Advancement of Cost Engineering.
- 5. Attend a report review meeting with City and incorporate City comments, as appropriate.
  - 6. Finalize and submit two bound hard copies of the report to City and IEPA.

#### Source Water Protection Plan

- 1. Attend a kickoff meeting with City.
- 2. Review existing City-provided source and finished water quality data, current resources to protect City's source water supply, known potential sources of source water pollution, and delineation of City's source water supply.
- 3. Review existing IEPA source water assessment (SWA) data and request an updated assessment, if necessary.
- 4. Perform up to two site reviews of the City's source water supply facilities to review possible pollution sources.
- 5. Prepare a pollution source inventory map and table(s) with locations of known pollution sources. Use the IEPA's SWA and available SWA geographic information systems shapefile data to begin populating the pollution source inventory, and compare the data with the United States Environmental Protection Agency Drinking Water Mapping Application to Protect Source Waters. Expand upon IEPA SWA data through windshield and desktop surveys.
- 6. Prepare and submit a draft SWPP to City in accordance with the IAC Title 35 Part 604, Subpart C; the American Water Works Association (AWWA) G300-14 standard; and AWWA Manual of Water Supply Practices M21; including the following sections:
  - a. Vision plan
  - b. Source water assessment
  - c. Action plan
- 7. Attend a meeting with City to review the draft SWPP.
- 8. Incorporate City comments, as appropriate, and finalize and submit the SWPP to City before submittal to the IEPA.
- 9. Incorporate IEPA comments, as appropriate, for resubmittal to the IEPA (if needed).

Mr. Mark Siefert, Director of Public Works  
 City of Crest Hill  
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 December 8, 2022

### Service Elements Not Included

The following services are not included in this Proposal. If such services are required, they shall be provided as noted.

1. Additional Site Visits and/or Meetings: Additional City-required site visits or meetings will be provided through an amendment to this Proposal or through a separate proposal with City.
2. Design or Permitting: Any services of these types will be provided through a separate proposal with City.
3. Establishment of a Local Planning Team (LPT): Any services involved in establishing a LPT responsible for implementing and maintaining a SWPP for City will be provided through a separate proposal with City.
4. Flood Studies: Any services involved in performing flood and floodway studies, if required, will be provided through a separate proposal with City.
5. Groundwater Model Preparation: Preparation of a groundwater model of up to ten production wells using G-Flow version 2.2.4 software to define a one-year and five-year time of travel boundary by incorporating provided information with the assistance of City on the existing aquifer materials and well characteristics can be provided through a separate proposal with City, if requested.
6. Preparation for and/or Appearance in Litigation on Behalf of City: This type of Service by Strand will be provided through a separate proposal with City.
7. Revising Documents: 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, will be provided through an amendment to this Proposal.
8. Updates to SWPP, Pollution Source Inventory Table, and Map with the Generated One-year and Five-year TOT for each Well: These types of services may be provided through a separate proposal with City.
9. Well Field Delineation Report: Preparation of a well field delineation report documenting background and model input parameters used in the groundwater model can be provided through a separate proposal with City.

### Compensation

City shall compensate Strand for Emergency Well Transition Plan Services a lump sum of \$47,900.

City shall compensate Strand for Source Water Protection Plan Services a lump sum of \$30,000.

Only sales taxes or other taxes on Services that are in effect at the time this Proposal is submitted are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Proposal, this Proposal will be adjusted to reflect the net change.

Mr. Mark Siefert, Director of Public Works  
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The lump sum 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 lump sum that reflects any wage scale adjustments made.

The lump sum will not be exceeded without prior notice to and agreement by City but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**. Any adjustments will be negotiated based on Strand's increase or decrease in costs caused by delays, extensions, amendments, or changes.

### **Schedule**

Services will begin upon receipt of an executed Agreement, which is anticipated the week of January 16, 2023. Services are scheduled for completion on June 30, 2023.

### **Standard of Care**

The Standard of Care for all Services performed or furnished by Strand under this Proposal will be the care and skill ordinarily used by members of Strand's profession practicing under similar circumstances at the same time and in the same locality. Strand makes no warranties, express or implied, under this Proposal or otherwise, in connection with Strand's Services.

### **City's Responsibilities**

1. Assist Strand by placing at Strand'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 Strand, as required by Strand for performance of Services as part of this Proposal, data prepared by or services of others obtained or prepared by City relative to the scope of this project, such as geographic information system shapefile data; well information; existing delineations; list of known pollution sources in the area; list of methods currently implemented to protect existing water source; copies of Emergency Response Plans, Wellhead Protection Plans, Risk and Resiliency Plans, etc.; list of critical personnel and contact information with associated job responsibilities and duties during an emergency; and raw and finished water quality data; all of which Strand may rely upon in performing Services under this Proposal.
3. Provide access to the site(s) as required for Strand to perform Services under this Proposal.
4. Guarantee access to and make all provisions for Strand to enter upon public and private lands as required for Strand to perform Services under this Proposal.
5. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by Strand and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay Strand's performance.
6. Provide all legal services as may be required for the development of this project.
7. Pay all permit and plan review fees payable to regulatory agencies.



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### **Opinion of Probable Cost**

Any opinions of probable cost prepared by Strand are supplied for City's general guidance only. Strand 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 City.

### **Changes**

1. City may make changes within the general scope of this Proposal in the Services to be performed. If such changes cause an increase or decrease in Strand's cost or time required for performance of any Services under this Proposal, an equitable adjustment will be made and this Proposal will be modified in writing accordingly.
2. No services for which additional compensation will be charged by Strand will be furnished without the written authorization of City. The fee established herein will not be exceeded without agreement by City but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**.
3. If there is a modification of IEPA requirements relating to the Services to be performed under this Proposal subsequent to the date of execution of this Proposal, the increased or decreased cost of performance of the Services provided for in this Proposal will be reflected in an appropriate modification of this Proposal.

### **Extension of Services**

This Proposal may be extended for additional Services upon City's authorization. Extension of Services will be provided for a lump sum or an hourly rate plus expenses.

### **Payment**

City shall make monthly payments to Strand for Services performed in the preceding month based upon monthly invoices. Nonpayment 30 days after the date of receipt of invoice may, at Strand'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 Strand's option, result in suspension of Services upon five calendar days' notice to City. Strand will have no liability to City, and City agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Proposal by City. Upon receipt of payment in full of all outstanding sums due from City, or curing of such other breach which caused Strand to suspend Services, Strand will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

### **Data Provided by Others**

Strand is not responsible for the quality or accuracy of data nor for the methods used in acquisition or development of any such data where such data is provided by or through City, contractor, or others to Strand and where Strand'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.

Mr. Mark Siefert, Director of Public Works  
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### Termination

This Proposal 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. Strand will be paid for all completed or obligated Services up to the date of termination.

### Third-Party Beneficiaries

Nothing contained in this Proposal creates a contractual relationship with or a cause of action in favor of a third party against either City or Strand. Strand's services under this Proposal are being performed solely for City's benefit, and no other party or entity shall have any claim against Strand because of this Proposal or the performance or nonperformance of services hereunder. City and Strand agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this project to carry out the intent of this provision.

### Dispute Resolution

Except as may be otherwise provided in this Proposal, all claims, counterclaims, disputes, and other matters in question between City and Strand arising out of or relating to this Proposal 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.

### Terms and Conditions

This letter is not to be considered an agreement between Strand and the City but rather as a general discussion of the type of tasks and magnitude of costs the City may expect for a project of this nature. If the City is accepting of this scope and fee, Strand will prepare an Engineering Services Agreement and submit to the City for review and signature. Once the Engineering Services Agreement is executed, services on the project will begin.

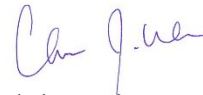
We thank you for the opportunity to provide our services for this project. If you have any comments or questions, please call me at your convenience at 815-744-4200 extension 3159.

Sincerely,

STRAND ASSOCIATES, INC.®



Corrina M. Petrou



Chris J. Ulm, P.E.  
Senior Associate



## City Council Agenda Memo

Crest Hill, IL

<b>Meeting Date:</b>	1/30/2023
<b>Submitter:</b>	Mark Siefert, Director of Public Works
<b>Department:</b>	Department
<b>Agenda Item:</b>	Recommendation to enter into an agreement with Strand for the loan application for the Well 14 Raw Water Main

### Summary:

City Council had previously approved the design of Well 14 and the associated Raw Water transmission main through Strand and Associates. Well 14 will be funded by the State of Illinois through a budget appropriation. The transmission main will be paid for by a low interest SRF loan from the State of Illinois and this contract is for Strand to begin working on the application.

This contract is similar to the ones that have been signed with Strand previously in order to get the low interest loans for East and West Sewage Treatment Plants.

### Recommended Council Action:

To enter into a contract with Strand and Associates for a NTE amount of \$20,000 for the low interest loan application.

### Financial Impact:

**Funding Source:** Water

**Budgeted Amount:** \$32,000

**Cost:** \$20,000

### Attachments:

Strand Contract

November 28, 2022

City of Crest Hill  
1610 Plainfield Road  
Crest Hill, IL 60403

Attention: Honorable Raymond Soliman, Mayor

Re: Agreement for General Services  
Illinois Environmental Protection Agency (IEPA) Loan Application for the Well No. 14 Raw Water Main

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 IEPA Loan Application for the Well No. 14 Raw Water Main project. This Agreement shall be in accordance with the following elements.

### **Scope of Services**

ENGINEER will provide the following Services to OWNER.

1. Prepare and submit an Illinois Public Water Supply Loan Program loan application for the Well 14 Raw Water Main project, previously designed by ENGINEER, and communicate, as needed, with IEPA funding staff.
2. Conduct up to two meetings with OWNER to review loan application information.
3. Submit bid results for the Illinois Public Water Supply Loan Program loan and communicate, as needed, with IEPA funding staff.

### **Service Elements Not Included**

The following services are not included in this Agreement. If such services are required, they will be provided as noted.

1. Additional Loan Application Services: Additional loan application services including, but not limited to, those for other projects listed in the Alternative Water Supply Implementation Plan and IEPA State Revolving Loan Fund Project Planning Document Agreement dated May 9, 2022, will be provided through a separate agreement with OWNER, if requested.
2. Construction-Related Services: Construction-related services for the project will require a separate agreement with OWNER.
3. Preparation for and/or Appearance in Litigation on Behalf of OWNER: This type of service by ENGINEER will be provided through a separate agreement with OWNER.
4. Revising Designs, Drawings, Specifications, and Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change

City of Crest Hill  
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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, will be provided through an amendment to this Agreement.

5. Services Furnished During Readvertisement for Bids, if Ordered by OWNER: If a Contract is not awarded pursuant to the original bids, any services of this type will be provided through an amendment to this Agreement.

### **Compensation**

OWNER shall compensate ENGINEER for Services a lump sum of \$20,000.

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 lump sum 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 lump sum that reflects any wage scale adjustments made.

The lump sum 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 16, 2023. Services are scheduled for completion on December 29, 2023.

### **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.

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3. 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.
4. Provide all legal services as may be required for the development of this project.
5. 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**.
3. If there is a modification of IEPA or Illinois Department of Natural Resources 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.

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### **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.

### **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.

### **Third-Party Beneficiaries**

Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's Services under this Agreement are being performed solely for OWNER's benefit, and no other party or entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of Services hereunder. OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this project to carry out the intent of this provision.

### **Dispute Resolution**

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between OWNER and ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided first by mediation, if the parties mutually agree, or with a bench trial in a court of competent jurisdiction within the State of Illinois.

### **Terms and Conditions**

The terms and conditions of this Agreement will apply to the Services defined in the **Scope of Services**. OWNER-supplied purchase order is for processing payment only; terms and conditions on the purchase order shall not apply to these Services.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement.

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.<sup>®</sup>

CITY OF CREST HILL

\_\_\_\_\_  
Joseph M. Bunker  
Corporate Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Raymond R. Soliman  
Mayor

\_\_\_\_\_  
Date



## City Council Agenda Memo

Crest Hill, IL

<b>Meeting Date:</b>	1/30/2023
<b>Submitter:</b>	Mark Siefert, Director of Public Works
<b>Department:</b>	Public Works
<b>Agenda Item:</b>	Conversation regarding the Change Orders process for the West Plant Construction Project

### Summary:

City staff is requesting direction from its Council relating to establishing a minimum dollar amount that would be brought to City Council for approval, prior to processing any change orders. Recently, change orders for the new City Center, for as small as \$500, have been brought to City Council for approval. West Plant construction is beginning. To be proactive, staff is requesting clarification to determine how City Council would like to approve all change orders. The goal would be to ensure that the Council is involved at the level they see fit for approval on all contract change orders.

The current understanding is:

- Deduct change orders under \$20,000 do not need to come before the City Council and may be signed by myself or the City Administrator before proceeding.
- Deduct change orders over \$20,000 will need to be approved by the City Council before proceeding.
- Change Orders that do not raise the total approved contract amount and are under \$20,000 do not need to be brought before the council, but the standard purchasing policy levels of action are required before proceeding.
- Change Orders under \$20,000 that do raise the total contract amount (over the contract and over contingency) need to come to the City Council for Approval before proceeding.
- Change Orders over \$20,000 whether they raise the total contract amount or not need to be brought before the City Council before proceeding.

Any change from this policy has the potential to adversely affect the project in both length and cost.

The process for a change order would be as follows:



- Field Order - An agreed upon change in project scope that does not result in a change in contract time or price
- Cost Proposal Request (CPR) - We know a change that will result in a change in contract price is required so we issue a Cost Proposal Request to get pricing from the Contractor to perform the additional work. This is where negotiating happens. The contractor does not have permission to change the project scope at this point.
- Work Change Directive (WCD) - CPR negotiations are complete and all parties are in agreement on changes in project scope and the associated change in contract time and/or price. This is essentially a promise that these changes will be memorialized with a future change order. Several CPRs can be lumped together in a single WCD. Once a WCD has been issued the Contractor can proceed with the additional work, but the Construction Contract parameters have not changed yet.
- Change Order - The only mechanism to alter the Construction Contract parameters.

**Recommended Council Action:**

To clarify the purchasing policy, specifically the change order process, with staff.

**Financial Impact: n/a**

**Funding Source:**

**Budgeted Amount:**

**Cost:**

**Attachments:**

Purchasing Policy

## **PURCHASING POLICY**

### **SECTION 1 - PURPOSE**

The purpose of this policy is to provide general guidelines for purchasing activities under \$20,000 and to expedite processing of City purchases in a timely, efficient manner while assuring adequate internal controls and purchasing authority. This policy is designed to be a fluid document and will be modified from time to time to conform to changes in legislation, technology and actual practice. Purchases over \$20,000 are intended to be covered by competitive bidding requirements (with the exception of “Emergency Purchases” as detailed herein).

The City Administrator, or his/her designee, shall be the final authority concerning enforcement of any of the provisions of this policy. Failure to follow the procedures outlined in this policy may lead to disciplinary action in accordance with the provisions of the City of Crest Hill Personnel Manual. The Finance Supervisor will establish written procedures consistent with this purchasing policy and may amend the written procedures in a manner not inconsistent with this policy, local ordinances, or state statutes.

### **SECTION 2 – ETHICS**

#### **2.1 CODE OF ETHICS**

All City personnel engaged in purchasing and related activities shall conduct business dealings in a manner above reproach in every respect. Transactions relating to expenditure of public funds require the highest degree of public trust to protect the interests of the City and the residents and businesses of Crest Hill. City employees shall strive to:

- Ensure that public money is spent efficiently and effectively and in accordance with statutes, regulations and City policies.
- Maintain confidentiality at all times.
- Not accept gifts or favors from current or potential suppliers, which might compromise the integrity of their purchasing function.
- Specify generic descriptions of goods wherever possible in lieu of brand names when compiling specifications.
- Never allow purchase orders for identical goods, services to be split, or variations to City Council approvals to be made in order to circumvent established policy.

- Purchase without favor or prejudice.
- Ensure that all potential suppliers are provided with adequate and identical information upon which to base their offer or quotation and that any subsequent information is made available to all bidders.
- Establish and maintain procedures to ensure that fair and equal consideration is given to each offer or quotation received and selection is based upon the lowest total cost compliant bid.
- Offer a prompt and courteous response to all inquiries from potential or existing suppliers.

## **2.2 CONFLICT OF INTEREST**

Except as may be disclosed to and permitted by the City Council, it shall be a breach of ethical standards for any employee to participate directly or indirectly in the purchasing process when the employee knows that:

- The employee is contemporaneously employed by a bidder, vendor or contractor involved in the procurement transaction; or
- The employee, the employee's partner, or any member of the employee's immediate family holds a position with a bidder, offeror or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest in the company; or
- The employee, the employee's partner, or any member of the employee's immediate family has a financial interest arising from the procurement transaction; or
- The employee, the employee's partner, or any member of the employee's immediate family is negotiating, or has an arrangement concerning, prospective employment with a bidder, vendor or contractor.
- The employee's immediate family shall be defined as a spouse, children, parents, brothers and sisters and any other person living in the same household as the employee.

## **2.3 QUALIFIED LOCAL BUSINESSES**

To the extent not prohibited by state statute, it shall be the policy of the City to procure goods and services from qualified local businesses to the greatest extent possible. In order to be considered a qualified local business, a business must meet each of the following criteria:

1. Business must be located within limits of the City.
2. Employs year round staff located at the business within the City.
3. Is current with all payments to the City.

4. Has adequately qualified/trained staff to service the bid item.

### **SECTION 3 - PURCHASING PROCEDURES**

The City Administrator is authorized to make, in the ordinary course of business, all purchases of materials, supplies and services necessary for the City, including the Cable Department, as provided for in the annual budget; provided that on purchases of more than \$20,000, the City Manager shall first procure the approval of the Council before making such purchases. Although any employee of the City may make budgeted purchases, the Department Head is responsible for ensuring that any employee in his/her department is appropriately trained and adequately supervised to ensure that no inappropriate purchases are made. The specific dollar limits of employees' purchasing authority are outlined below and include contracts for the same.

1. For budgeted purchases less than \$1,000, only the purchaser's approval is required with the review of the Department Head.
2. For budgeted purchases between \$1,000 and \$4,999.99, the purchaser and the Department Head's approval are required. Three verbal quotes are required.
3. For budgeted purchases between \$5,000 and \$20,000.00, the City Administrator, the purchaser, the Department Head and the Finance Supervisor must approve the purchase. Three written quotes are required.
4. For any purchases greater than \$20,000, Council approval must be obtained prior to the purchase.

#### **3.1 PURCHASES AND CONTRACTS UNDER \$1,000**

Purchases and contracts under \$1,000 must be authorized the purchaser and reviewed by the Department Head. These purchases require no special rules for comparative pricing; they generally consist of low cost items needed quickly or other items purchased from a pre-approved vendor. Department Heads are expected to ensure that the City is paying a reasonable amount for the items involved and periodically obtain price quotes to ensure competitive pricing.

#### **3.2 PURCHASES AND CONTRACTS BETWEEN \$1,000 AND \$5,000**

Purchases in excess of \$1,000 and less than \$5,000 must be authorized by the Department Head or his/her designee. The purchases require three verbal competitive quotes. When possible, request for quotes should be solicited from a minimum of five (5) vendors to ensure that a respectable level of solicitation has been attempted. Department Heads are expected to ensure that the City is paying a reasonable amount for the items involved and periodically obtain price quotes to ensure competitive pricing.

#### **3.3 PURCHASES AND CONTRACTS BETWEEN \$5,000 AND \$20,000**

Purchases in excess of \$5,000 and less than \$20,000 generally require three written competitive quotes. When possible, request for quotes should be solicited from a minimum of five (5) vendors to ensure that a respectable level of solicitation has been attempted. In the event that three quotes cannot be acquired, staff must provide supporting information as to why three quotes could not be acquired. This information should include documentation of the advertisement and solicitation process, direct vendor solicitation methodology including, vendor contact information and vendor outreach scope and attempts via a memo from the Department Head. The Finance Supervisor will make a recommendation to the City Administrator as to whether the purchase should be made with less than three quotes, or continue solicitations to obtain additional quotes.

### **3.4 GENERAL PURCHASING PROCEDURES**

The following procedure will be used for all general purchasing processes unless the purchase is required to be made by competitive bidding procedures.

1. The operating department will make every effort to obtain a minimum of three written, email, or fax, price quotes from vendors who are eligible to provide the item or service;
  - a. Only the City Administrator or designee can waive the three-quote requirement;
  - b. No purchases or work is to be initiated until the three-quote requirement has been waived by the City Administrator or designee.
2. Responding vendors must provide quote responses on their letterhead or company form with a company authorized signature.
3. The operating department will review the quotes received to determine which vendor provided the lowest responsible and responsive quote;
4. Generally, no purchases can be made until a requisition and/or purchase order is created and fully approved.

There are occasions when it is beneficial and expeditious for a department to utilize a current or past vendor that provided a favorable price and/or service. In these instances the City Administrator or designee is authorized to waive the three quotes requirement when it is determined the City can quickly, efficiently and effectively correct a problem or purchase an item.

- ### **3.5 PROFESSIONAL SERVICES.**
- This policy shall not apply to purchasing or obtaining professional services, which are governed separately from the normal procurement process. Professional services, where possessing a high degree of professional skill and the ability and fitness of the individual plays an important part are subject to state law requirements. The City Administrator is authorized to engage the services of engineers, attorneys or other professionals for any matter that will create an obligation for such services not exceeding twenty thousand dollars (\$20,000) without prior approval of the City Council.

Contracts for architectural, engineering, land surveying services and other professional services as designated by the City Administrator (for example, public relations consultation services), shall be entered into on the basis of demonstrated competence and qualifications for the type of services required and at fair and equitable compensation. If the City has a satisfactory, established relationship with a firm, a professional services agreement may be negotiated with that firm without contacting other firms providing it has been determined the firm has the necessary qualifications and experience for the particular project. The City Administrator may sign all such contracts. All professional services agreements in excess of \$20,000 must be approved by the City Council.

### **3.6 DEPARTMENT RESPONSIBILITIES**

**Departments are responsible for adhering to the following purchase procedures:**

1. Enter, review and approve requisitions daily.
2. Instruct vendors to mail invoices directly to the Finance Department.
3. Obtain a W9 from all new vendors and forward to the Finance Department.
4. Paperclip completed and approved purchase order to applicable packing slip and additional supporting documents and forward to the Finance Department.
5. Ensure that vendor payment terms are never less than 30 days.
6. Once the invoice is received, the Finance department will review the information and return unbalanced documents to Department Heads to rectify and resolve problems and discrepancies between the invoices and purchase orders (work orders, packing slips, and quotes are not acceptable replacements for invoices).

### **3.7 PETTY CASH**

Responsibility for custody and safeguarding of each fund and for all fund disbursements rests with the appropriate Department Head. The Department Head may designate an employee in their department as custodian of the petty cash fund. Petty cash is to be used to reimburse employees for City expenses which the employee incurs up front and for small purchases which are handled most efficiently by utilizing petty cash. The following restrictions apply:

1. Individual petty cash purchases are limited to a maximum of \$50.00 unless approval is given by the City Administrator.
2. Employee must prepare a petty cash voucher which is approved by the Department Head.
3. Receipts documenting the expense must be attached to the petty cash voucher.
4. Disbursements from petty cash funds cannot be ultimately approved without receipts. If cash is provided in advance of the purchase, the employee must return the unused cash along with the receipt. If an employee cannot provide a receipt, alternative verification approved by the Department Head must be attached.

5. Each department is responsible for balancing and reconciling its own petty cash fund. The Deputy City Clerk is responsible for balancing and reconciling the Mayor's, City Administrator's and Clerk's petty cash funds

## **SECTION 4 – COMPETITIVE PURCHASING AND EXCEPTIONS**

It is the policy of the City of Crest Hill to procure needed materials, supplies, labor, and public improvements from the lowest responsible and responsive vendor. Additionally, certain conditions may warrant waiving of the competitive bidding process when the purchase is over \$20,000. Only the City Council may waive the competitive bidding requirement with a 2/3 vote. Staff must indicate the reason for recommending waiving competitive bidding and the reason must be stated publicly when the City Council approves a purchase. Acceptable reasons to waive the competitive bidding requirement may include, but are not limited to (all items below are subject to the purchase procedures and regulations as outlined in this policy):

1. Emergency purchases;
2. Proprietary and Sole Source purchases;
3. Equipment standardization;
4. Manufacturer, Repairs and Authorized Dealers/Sellers;
5. Technical nature of item makes competition impractical or will negate standardization;
6. Joint Governmental or Cooperative purchasing programs;
7. Vendors Currently Under Contract: Utilization of a vendor currently under contract or that serves as the City's designated vendor for system maintenance (for example, utilize the same vendor that installed the building security system to install additional equipment)

**4.1 EMERGENCY PURCHASES.** Emergency purchases are those unforeseen purchases where there is an immediate threat to public health or safety, or to meet emergencies rising from unforeseen causes, which necessitate the need for immediate delivery of items or services, or to prevent delays in work or construction schedules. Departments must notify the City Administrator immediately when they become aware of the need for an emergency purchase. Documentation including an explanation of the emergency must be submitted to the City Administrator in writing within five (5) working days of the department becoming aware of the emergency. The City Administrator or his/her designee is authorized to make emergency purchases over twenty thousand dollars (\$20,000) and must report to the City Council at the earliest opportunity for their approval and ratification. All emergency purchases must be thoroughly documented.

**4.2 PROPRIETARY AND SOLE SOURCE PURCHASES.** Contracts for parts, supplies or equipment that are available only from a single source are referred to as sole source purchases. Sole source procurements may arise from the following circumstances:

1. Equipment and/or material for which there is no comparable competitive product or is available only from one supplier;
2. public utility services from natural or regulated monopolies;
3. a component or replacement part for which there is no commercially available substitute, and which can be obtained only from the manufacturer;
4. An item where compatibility is the overriding consideration, such as computer software.

These items shall not be subject to requirements for seeking competitive quotes or bids. However, purchases in excess of \$20,000 shall be presented to the City Council prior to acquisition with a request to waive bids, approve the purchase and enter into a formal contract. Formal bidding for work or public improvements over \$20,000 may be waived by 2/3 vote of the trustees.

**4.3 EQUIPMENT STANDARDIZATION.** Occasionally, because of the technical nature of certain items, standardization of a particular supplier's specifications may be desirable upon the user department director's documentation. In such a case, the final determining body for standardization will be the City Council. A decision to standardize must be weighed against:

1. the problems associated with having only one supplier available; and,
2. the economy of the alternative of non-standardization.

**4.4 MANUFACTURER REPAIRS AND AUTHORIZED DEALERS/SELLERS.** In some cases, expenditures involving the purchase, service, repair, modification, or calibration of equipment, can only be performed by the manufacturer of the equipment. The purchase of some items are only available to be purchased from an authorized or regional dealer/seller.

**4.5 TECHNICAL NATURE OF ITEM.** In instances where the City has existing software, machinery or other technical equipment, the department is not required to purchase something incompatible with what the City already has in place. It is impractical to purchase something that would not be attuned to material already in place.

**4.6 JOINT PURCHASING PROGRAM (COOPERATIVES).** Cooperative purchasing between the City of Crest Hill and the State of Illinois, other local governments, local and national cooperatives such as South Suburban Mayors and Managers Association



(SSMMA) or the Suburban Purchasing Cooperative (SPC) and Sourcewell –*formerly National Joint Powers Alliance*, or arrangements with other organizations can result in significant savings on the purchase price of many items.

Department Heads are responsible for analyzing the desirability of taking advantage of cooperative purchasing arrangements and making recommendations to the City Administrator. Department Heads should research cooperative purchasing arrangements to ensure that competitive prices have been obtained.

- 4.7 VENDORS CURRENTLY UNDER CONTRACT** or that serve as the City’s designated vendor for system maintenance activities (for example: cost saving in utilizing the same vendor that installs the building security system to install additional equipment).
- 4.8 PURCHASES BETWEEN \$5,000 AND \$20,000.** There are occasions when past use of known vendors expedites the purchase process. These expedited purchases increase City operation efficiency. The City Administrator or designee is authorized to waive the three quotes requirement when it is determined the City can quickly and effectively correct a problem or purchase an item.

## SECTION 5 - DOCUMENTATION

- 5.1 CONTRACT SUBMISSION AND REVIEW.** Contracts for goods or services less than \$20,000 must be reviewed by the City Administrator and may be reviewed by the City Attorney as determined by the City Administrator. Contracts for goods or services equal to or exceeding \$20,000 must be approved by the City Administrator and City Attorney, (if requested by the City Administrator), before submission to the City Council for consideration. Contracts resulting from competitive bidding may be submitted to the City Council for bid acceptance, contingent upon final contract approval by the City Administrator and City Attorney.
- 5.2 CONTRACT SIGNATURES.** The City Administrator or designee will sign approved contracts between \$1,000 and \$20,000. Department Heads or designees will sign contracts less than \$5,000. The Mayor will sign contracts over \$20,000 as approved by the City Council.



## City Council Agenda Memo

Crest Hill, IL

<b>Meeting Date:</b>	1/30/2023
<b>Submitter:</b>	Blaine Kline
<b>Department:</b>	Public Works
<b>Agenda Item:</b>	Surplus Update

### Summary:

The City of Crest Hill uses GovDeals.com to sell designated surplus equipment. From fall of 2021 until the end of 2022 the city has listed 21 items for auction and sold 20 of them. Items in red were auctions we declined because we felt that the item was worth more than the final price, so staff declined the sale and relisted it for a higher amount. The 20 items in total have sold for \$37,757.91 and attached is a breakdown of each item and price.

### Recommended Council Action:

N/A

### Financial Impact: N/A

**Funding Source:**

**Budgeted Amount:**

**Cost:**

### Attachments:

Surplus Breakdown

## Sold Asset Report

Crest Hill, IL

Date range: October 4, 2021 – December 31, 2022

ID	Description	Category	Type	Starting Bid	Sold Amount	Bids	Hits	Visitors	Auction End Date	Auction End Time	Status	Credit Date	Credit Time
1	Unilift Single Bucket Manlift	Industrial Equipment, General	USD	\$500.00	\$9,150.00	74	1,995	1,074	5-Oct-21	01:15 PM CT	PU		
2	2014 Ford Taurus Police AWD	Automobiles	USD	\$1,000.00	\$6,301.00	49	1,640	1,055	4-Oct-21	01:12 PM CT	PU		
3	Stanley MB550 Breaker	Heavy Equipment and Construction	USD	\$250.00	\$1,012.00	15	680	457	28-Oct-21	01:00 PM CT	PU		
5	Blueprint Filing Cabinet	Office Equipment/Supplies	USD	\$25.00	\$27.00	2	243	141	28-Oct-21	02:00 PM CT	PU		
6	Steel Desk with Drawers	Office Equipment/Supplies	USD	\$10.00	\$10.00	1	160	89	10-Nov-21	01:00 PM CT	PU		
7	Steel Desk	Office Equipment/Supplies	USD	\$10.00	\$10.00	1	152	81	28-Oct-21	03:00 PM CT	PU		
8	2011 Ford Expedition XLT 4WD	SUV	USD	\$500.00	\$5,550.00	63	1,855	1,168	11-Nov-21	01:00 PM CT	PU		
9	Steel Desks (5)	Office Equipment/Supplies	USD	\$50.00	\$50.00	1	250	183	16-Dec-21	01:00 PM CT	PU		
10	Swenson V Body Spreader	Snow Removal Equipment	USD	(\$100.00)	(\$510.00)	15	283	184	2-Dec-21	01:00 PM CT	NP	7-Dec-21	11:52 AM CT
10	Swenson V Body Spreader	Snow Removal Equipment	USD	\$1,000.00	\$1,000.00	1	90	58	7-Dec-21	01:15 PM CT	PU		
11	Lot of File Cabinets	Office Equipment/Supplies	USD	(\$100.00)	(\$100.00)	1	147	93	6-Jan-22	01:00 PM CT	NP	7-Jan-22	04:12 PM CT
11	Lot of File Cabinets	Office Equipment/Supplies	USD	\$90.91	\$90.91	1	124	79	7-Jan-22	04:22 PM CT	PU		
12	HP ProDesk 600 - Lot of 12	Computers: Desktops and All-In-Ones	USD	\$300.00	\$625.00	11	505	263	5-Mar-22	10:00 AM CT	PU		
13	DBI Sala Man Lift	Public Utility Equipment	USD	\$25.00	\$285.00	33	456	280	5-Mar-22	10:00 AM CT	PU		
14	GatorCam 4	Public Utility Equipment	USD	\$50.00	\$775.00	22	608	370	5-Mar-22	10:00 AM CT	PU		
15	1987 Big Wheels Sludge Hauler/Water Spreader	Trucks, Heavy Duty 1 ton and Over	USD	(\$100.00)	(\$1,800.00)	28	1,229	870	20-May-22	11:00 AM CT	NP	24-May-22	07:50 AM CT
15	1987 Big Wheels Sludge Hauler/Water Spreader	Trucks, Heavy Duty 1 ton and Over	USD	\$500.00	\$3,550.00	24	1,152	700	3-Jun-22	12:03 PM CT	PU		
16	2004 Chevrolet Impala	Automobiles	USD	\$100.00	\$310.00	5	913	757	23-Aug-22	10:00 AM CT	PU		
17	Woods Bushbull 600 Rotary Mower	Mowing Equipment	USD	\$50.00	\$600.00	46	648	350	29-Nov-22	09:24 AM CT	PU		
18	Sludge Hauler	Tires and Tubes Agriculture	USD	\$50.00	\$50.00	1	312	263	29-Nov-22	09:00 AM CT	NPU		
19	Farm Start 6ft Scraper Box	Equip/Commodities	USD	\$50.00	\$750.00	28	812	528	29-Nov-22	09:06 AM CT	PU		
20	Farm Star 7ft Rear Blade	Tractor - Farm	USD	\$50.00	\$112.00	15	638	425	29-Nov-22	09:03 AM CT	PU		
21	Kohler Power System Diesel Generator	Generators	USD	(\$5,000.00)	(\$6,850.00)	17	978	691	29-Nov-22	09:09 AM CT	NP	30-Nov-22	08:43 AM CT
21	Kohler Power System Diesel Generator	Generators	USD	\$7,500.00	\$7,500.00	1	1,202	953	13-Dec-22	10:00 AM CT	PU		
				<b>\$12,110.91</b>	<b>\$37,757.91</b>								



## City Council Agenda Memo

Crest Hill, IL

<b>Meeting Date:</b>	1/9/22
<b>Submitter:</b>	Mark Siefert, Director of Public Works
<b>Department:</b>	Public Works
<b>Agenda Item:</b>	Request to hire to additional public works laborers in lieu of a Project Manager and Wastewater Lead Operator

### Summary:

During FY 22 budget discussion's the City Council approved the hiring of a Wastewater Lead Operator as well as Project Manager for the Public Work's Department. Even though these positions are very much needed as part of the public works department, Public Works Administration has noticed a more glaring need in the department. Public Works Administration feels as though more boots on the ground rather than administration. A wastewater lead operator will be needed within the next few years as the only other class one operator in the city, besides the Public Works Director, is nearing retirement age. The current issue is that the proposed salary for the wastewater lead operator is not within the current salary range of the local area's class one wastewater operators.

After doing a survey of many local municipalities it is shown that the City of Crest Hill has some of the highest employee ratios compared to the amount of infrastructure we have. Staff reached out to 7 surrounding communities (Minooka, Shorewood, Lemont, Channahon, Romeoville, Mokena, and Lockport). We asked them to give us their employee count along with the amount of infrastructure each community has. Staff then took the amount of employee's compared to the amount of lane miles, water produced, wastewater treated, and vehicles maintained. A final comparison was done to show the number of employees per population. This shows us with the third highest of the communities.

It can be seen on the attached chart that shows Minooka contracts out snow plowing and vehicles. In terms of street employee's vs miles of streets-maintained Crest Hill is second highest (excluding Minooka). When looking at water produced, we have by far the smallest water department. With wastewater treated we have the second highest besides Romeoville. Romeoville also has Robinson Engineers on staff full time to help with wastewater treatment. Those engineers were not put into this comparison. While looking at vehicles We are near the middle of the number of vehicles per mechanic. Many of the surrounding communities will also contract to outside mechanics to supplement the work of the internal staff.

In the Utilities Division, we have the highest MGD treated per employee compared to the other communities in the water and wastewater sections. With more regulations, a switch to Lake Michigan water, and two state of the art treatment plants the Utility Division needs more employees as well.

With the amount of infrastructure that the Public Works department takes care of employees are seeing an increased amount of overtime. With a low staff count this can lead to burn out or being overworked with the potential of seeking new employment.

Since the mid 90's the size of the Crest Hill Public Works department staff has not grown while every other department in the city has grown with the population growth in the city. From 1990 to 2010 not only did the population of the city increased in size but every neighborhood north of Caton Farm Rd, Whispering Meadows, Fox Meadows, and the Waterford Area were constructed. The city went from 32.9 to 59.9 center lane miles to maintain. This is a 79% increase in area that needed to be maintained.

Year	Amount of Public Works Employees	Amount of Police Employees (Below Deputy Chiefs)
2000	17	22
2010	17	24
2022	17	31 (33 by end of FY23)

The above graph shows that even through the largest growth times of the City of Crest Hill, the Police Department has grown by 50% while the Public Works Department has not grown since the year 2000.

Public Works is providing this 4-year plan for hiring while also asking that we change the budgeted positions in this year's budget to two or three full time Street/Utility Laborers.

Current Budget (with insurance and IMRF)

Project Manager- \$103,604

Wastewater Lead Operator- \$135,194

Total Budgeted Amount- \$ 238,798

### Projected Change

Street Laborer (1) \$84,314

Street Laborers (2) \$168,628

Street Laborers (3) \$252,942

### Proposed Hiring Outlay

FY-22: Hire 2 or 3 Street Laborers

FY-23: Hire Mechanic/ Wastewater Lead Operator

FY-24: Hire 1 Utility Laborer (Water)

FY-25: Hire 1 Utility Laborer (Wastewater)

If Council wishes, an alternative option would be to conduct a staffing survey through Gov HR. They have indicated that this would be able to take place between 4-6 weeks for a cost of between \$10-15K. They would come in and interview staff members to see where the pinch points are and collaborate with surrounding municipalities on their staffing levels.

### Recommended Council Action:

Direct staff to hire two or three additional street garage employees off the current hiring list.

### Financial Impact:

**Funding Source:** General Fund/Water and Sewer

**Budgeted Amount:** \$238,798

**Cost:** \$168,628 or \$252,942

### Attachments:



	Center Lane Miles	Street Employees	Miles/Employee		MGD of Wastewater Treated	Wastewater Employees	MGD / Employee
Minooka	65	3	21.67	Romeoville	6.6	5	1.32
Mokena	110	9	12.22	Crest Hill	3	5	0.6
Crest Hill	83	8	10.38	Minooka	1.0	2	0.5
Shorewood	80	8	10.00	Mokena	2.12	6	0.35
Lemont	153	17	9.00	Lockport	3.1	9	0.34
Channahon	90	10	9.00	Channahon	0.7	3	0.23
Romeoville	130	20	6.50	Shorewood			
Lockport	103	16	6.44	Lemont			
	MGD of Water Produced	Water Employees	MGD /Employee		Vehicles	Mechanics	Vehicles/ Mechanic
Crest Hill	1.7	2	0.85	Mokena	78.00	1.5	52
Minooka	1.1	2	0.55	Lockport	100	2	50
Lemont	2.5	5	0.50	Romeoville	125	3	41.67
Shorewood	1.3	3	0.43	Crest Hill	67	2	33.5
Mokena	1.951	5	0.39	Shorewood	48	2	24
Lockport	2.5	7	0.36	Lemont	40	2	20
Channahon	0.8	3	0.27	Minooka	17	0	0
Romeoville	4.2	20	0.21	Channahon	32	0	0
	Total Employees	Population	Employees/ Population	Lake Water (Y/N)			
Minooka	7	12,816	1,831	2030			
Shorewood	13	18,254	1,404	2030			
Crest Hill	17	20,293	1,194	2030			
Mokena	21.50	19,846	923	Yes			
Lockport	30	26,118	885	No			
Channahon	16	13,706	857	2030			
Romeoville	48	40,469	843	2030			
Lemont	24	17,529	730	No			



CITY OF CREST HILL, ILLINOIS  
ORGANIZATIONAL STAFFING ANALYSIS  
PROPOSAL  
JANUARY 10, 2023

**INTRODUCTION**

It is a pleasure for GovHR USA, LLC (“GovHR”) to provide the City of Crest Hill, Illinois with this proposal to review the organizational structure and staffing levels for the public works and utilities operations of the City. GovHR will review current workload, anticipated workload due to upcoming infrastructure projects, and comparable staffing levels in mutually agreed upon communities with similar operational requirements.

Our understanding is that the Scope of Work will be conducted as follows:

- GovHR will prepare and conduct a kickoff meeting with the City Administrator and the Public Works Director. **Total estimated hours: 3**
- GovHR will survey mutually agreed upon comparable communities to ascertain their current staffing levels, analyze the data, and incorporate this data into the construction of the final report and recommendations. **Total estimated hours: 14**
- GovHR will interview key personnel currently in the City Administrator’s office, Public Works, and the Water Utility and Wastewater Department. It is anticipated that this will be approximately 10 individual interviews for at least one hour each. It is assumed that the City Administrator and the Public Works Director interviews will be two hours each. **Total estimated hours: 12**
- The gathering, assessment and review of data pertaining to public works and utility operations. **Total estimated hours: 8**
- The gathering, assessment and evaluation of the public works and utilities budget, capital improvement plan, and related infrastructure planning information to understand the City’s upcoming workload and assess the current structure’s ability to effectively manage this workload. **Total estimated hours: 8**
- GovHR will review a variety of methods for effective service delivery including but not limited to increasing current staffing levels, outsourcing project management functions to long term (1-2 years) contract staff members, and outsourcing other functions related to this local government service. **Total estimated hours: 8**
- GovHR will prepare and present a draft report on the findings and recommendations related to the organizational structure and staffing. **Total estimated hours for report preparation: 23**
- **Total estimated hours for report presentation: 2**

### **KEY PERSONNEL ASSIGNED TO THIS PROJECT**

The consultant assigned to this project is GovHR Vice President [James Arndt](#). James “Jim” Arndt has served in local government for more than 23 years. Jim recently served as the City Manager for Paducah Kentucky. Prior to becoming Paducah’s City Manager, he served eight years as the City Administrator of Effingham, Illinois. He also has been the Administrator for the City of St. Clair, Missouri and the Village of Union City, Ohio. Before entering the realm of city management, Arndt served six years as a police officer in Mattoon, IL

### **TIMELINE**

GovHR will work with the City of Crest Hill on a mutually agreed upon timetable to establish the initial kickoff meeting date and project timeline. In general, however, GovHR is prepared to commence the study within two weeks of having been notified to proceed. The City can expect the project to be completed within an 8-week time frame contingent upon the timely response from the mutually agreed upon comparable communities.

The consultant will deliver an electronic version of the final draft of the report.

### **COST PROPOSAL**

GovHR is pleased to provide our proposed costs and expenses for the City of Crest Hill’s Organizational Staffing Analysis. Consultant time is priced on estimated staff hours to complete the assignment as defined in this proposal. A component for estimated reimbursable direct expenses is also included for consultant travel. Together, these two components comprise the projected fee. It is expected that the City will provide background information, City documents, office space, and access to City staff and officials while our staff is conducting the project.

GovHR agrees to complete the study for a **not-to-exceed fee of \$12,450**. If the City requests additional hours over the estimate amount, GovHR will charge a \$150 hourly rate. The City and GovHR will mutually agree upon the number of and need for the additional hours before the hours are incurred. The following provides a breakdown of the costs of the components of the study. The cost for each component may vary based on conclusions reached by the consultant in discussion with City officials.

**Project Hours** (Estimated) 78 hours @ \$150/hour = \$11,700

**Reimbursable Expenses** - consultant travel, meals, lodging, copying, presentation materials etc. - Not to exceed \$750 (receipts will be provided -- one trip anticipated).

**TOTAL PRELIMINARY PROJECT COST** – Not to exceed **\$ 12,450.**

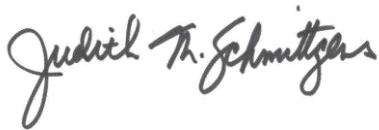
Payment will be due as follows: 50% of the professional fees (\$5,850) will be due after the initial project meeting, and the balance of the fee plus expenses will be billed following completion of the second segment (development of long-term alternatives) after delivery of the Final Report. Invoices will be sent to the City and are payable within 30 days of receipt, after which a 2% monthly interest charge will accrue.

#### **CONCLUDING REMARKS**

In closing, GovHR is a public-sector management consulting firm devoted to assisting only public-sector entities. We believe that the consultant assigned to conduct the assessment meet the high caliber and qualifications expected by the City. Please contact the undersigned at 630-362-8934, [Jschmittgens@govhrusa.com](mailto:Jschmittgens@govhrusa.com), or Jim Arndt at 217-500-0770 or at [JArndt@govhrusa.com](mailto:JArndt@govhrusa.com) if you have questions regarding the proposal or need additional information.

GovHR appreciates your consideration of this proposal and looks forward to the opportunity to work with the City of Crest Hill, Illinois on this important project.

Sincerely,



Judith Schmittgens  
Corporate Secretary

Cc: James Arndt, Vice-President, GovHR

#### **ACCEPTED:**

**City of Crest Hill, Illinois**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Billing Contact: \_\_\_\_\_

Billing Contact Email: \_\_\_\_\_



# JAMES "JIM" ARNDT

Item 12.



James "Jim" Arndt is a Vice President with GovHR USA. Jim has over 23 years of experience in local government. Arndt has direct executive level experience in municipal finance, budgeting, human resources, executive level recruitments, collective bargaining, compensation and compression studies, succession planning, reinventing organizations, strategic planning, priority setting, City Council Retreats, Leadership Team Retreats, and City Council Orientations and Training.

James "Jim" Arndt has served in local government for more than 23 years. Jim recently served as the City Manager for Paducah Kentucky. Prior to becoming Paducah's City Manager, he served eight years as the City Administrator of Effingham, Illinois. He also has been the Administrator for the City of St. Clair, Missouri and the Village of Union City, Ohio. Before entering the realm of city management, Arndt served six years as a police officer in Mattoon, IL.

Arndt is a military veteran, serving three years in the United States Army. During his military career, Arndt spent time in Germany, North Carolina, Georgia, and South Carolina.

Arndt holds a Master of Arts Degree in Political Science concentrating in public administration and public policy and a bachelor's degree in General Studies, both from Eastern Illinois University. Arndt holds an associate degree in Applied Science in Law Enforcement from Lake Land Community College. He is an International City/County Management Association Credentialed City Manager (ICMA-CM) and a graduate of the University of Missouri Leadership Academy and the Midwest Leadership Institute.

Arndt currently serves on the Midwest Leadership Institute Advisory Committee and previously served as the Illinois City and County Managers Association Downstate President, the Chairperson for the Illinois Municipal League City Manager's Committee, and the Eastern Illinois University Graduate School Alumni Advisory Committee.

## PROFESSIONAL EDUCATION

- Master of Arts in Political Science, Eastern Illinois University
- Bachelor of Arts in General Studies, Eastern Illinois University
- Associates in Applied Science in Law Enforcement, Lake Land Community College

## AWARDS

- Duke of Paducah, Kentucky
- International City/County Management Association, Credentialed Manager
- Best City Manager in the World Trophy from Paducah, Kentucky
- Distinguished Graduate Student Alumni Award from Eastern Illinois University
- Plaque of Recognition from Union City, Ohio
- Plaque of Recognition from Paducah, Kentucky
- Illinois City/County Management Association Lifesaver Award

## MEMBERSHIPS AND AFFILIATIONS

- International City/County Management Association
- Midwest Leadership Institute Advisory Committee Member
- Former Illinois City/County Management Association Downstate President
- Former Effingham Sunrise Rotary President Elect
- Former Illinois Municipal League City Manager's Committee Chairman
- Former Eastern Illinois University Graduate School Alumni Advisory Committee Member

## PROFESSIONAL BACKGROUND

### *Over 23 Years of Local Government Experience*

- |   |             |
|---|-------------|
| • City Manager, Paducah, KY             | 2018 - 2021 |
| • City Administrator, Effingham, IL     | 2010 - 2018 |
| • City Administrator, St. Clair, MO     | 2007 - 2010 |
| • Village Administrator, Union City, OH | 2004 - 2007 |
| • Police Officer, Mattoon, IL           | 1998 - 2004 |





## City Council Agenda Memo

Crest Hill, IL

**Meeting Date:** 1/30/2023

**Submitter:** Mark Siefert, Director of Public Works

**Department:** Public Works Department

**Agenda Item:** Request for tuition reimbursement

### Summary:

Two weeks ago, I was accepted to the master's degree program at the University of St. Francis. My aspiration is to compete a dual master's in business administration (MBA) and training and development (MTSD).

By obtaining my MBA, I believe I would be able to participate and help more with the financial decisions that are needed on many of the very large projects that the city is currently undertaking. My plan for my MBA would be to specialize in Finance. This would mean that 12 of the 36 hours are finance classes.

The MTSD in training and development would greatly benefit the city as we continue to grow and need to develop staff. Currently, items such as succession planning, training plans, and other personnel development does not have a plan. This would allow me to help grow and develop the Public Works department as we move forward with new technology, projects, and regulations over the next few years.

The MBA has a requirement of 36 credit hours, while the MTSD after the MBA will require a reduced number of hours 12-14. Total I will need to take 50 credit hours. The 2023 Price per credit hour will be \$798. Miscellaneous fees per semester would be around \$250.

Currently the City Handbook allows for reimbursement for tuition and lay's out all repayment options.

I am bringing this to the council, for approval to make sure that this money will be budgeted in this upcoming and future budgets. I would like to start classes March 13<sup>th</sup> and the continue throughout the summer and fall semester. Classes are scheduled where they complete in half a semester. Therefore, I would be able to get 6 credits in semester 1, 12 over the summer semester, and then 12 over the fall semester. This would allow me to potentially graduate with my MBA in the Spring of 2024.

**Recommended Council Action:**

Approve Mark Siefert to begin his master's program and guarantee funding for reimbursement of his tuition

**Financial Impact:**

**Funding Source:** Water/Sewer and General Fund

**Budgeted Amount:** n/a

**Cost:** \$40,000 over two years

**Attachments:**

Tuition Reimbursement Policy

#### 10.4 TUITION REIMBURSEMENT

The City supports employees who wish to continue their education in order to secure increased responsibility and growth in their professional careers with the City of Crest Hill. This growth can include continuing education courses, certification programs, completion of a GED, and any professional and technical education. In keeping with this philosophy, the City has established reimbursement for educational expenses incurred through various approved institutions of learning.

Any regular full-time employee who has been continuously employed for six (6) months or more (unless directed by the City) who enrolls in a job related course of study at an accredited junior college, college or university within the State of Illinois (or through an accredited online college or university program, whether in-state or out-of-state) may qualify to have the tuition and academic fees (including books) reimbursed by the City. The employee does not need to be registered in a degree program to be eligible for this benefit. Prior written approval must be obtained from the employee's Department Head and the

Personnel Officer for each such course or program of study. The Department Head and the Personnel Officer have complete discretion in determining whether the course(s) is sufficiently related to the employee's work and would improve his performance to justify the tuition reimbursement. The Department Head and the Personnel Officer have the discretion to determine the number of courses that will be taken during any given period. Employees should provide a list of courses and estimated expenses during the preparation of the budget.

Because it is in the City's interests to ensure the employee receives maximum benefit from any such courses taken, tuition reimbursement will be paid at 100% only if the employee receives a Grade "A" or "B". Grade "C" or a "Pass" grade in a Pass/Fail course will be paid at 75%. The employee is responsible for paying the educational expenses upfront. All reimbursements will be made upon proof of payment and submission of the certified transcript of the grade. Any reimbursement paid under this program will be offset by Federal/State financial aid, scholarships, grants, etc. In addition, the employee must be actively employed at the time of reimbursement.

Employees who voluntarily terminate employment, or are terminated for cause will be required to refund the City the reimbursement they received on the following basis:

- a) Prior to one (1) year from the date of reimbursement, one hundred percent (100%) of the amount reimbursed.
- b) After one (1) year but prior to two (2) years from the date of reimbursement, seventy-five (75%) of the amount reimbursed.
- c) After two (2) years but prior to three (3) years from the date of reimbursement, fifty percent (50%) of the amount reimbursed.
- d) After three (3) years from the date of reimbursement (zero percent) 0% of the amount reimbursed.