



Regular City Council Meeting

Crest Hill, IL

February 06, 2023

7:00 PM

Council Chambers

1610 Plainfield Road, Crest Hill, IL 60403

Agenda

Opening of Meeting:

Pledge of Allegiance

Roll Call

Minutes:

- [1.](#) Approve the Minutes from the Regular Meeting Held on January 16, 2023.
- [2.](#) Approve the Minutes from the Work Session Held on January 23, 2023
- [3.](#) Approve the Minutes from the Work Session Held on January 30, 2023

City Attorney:

City Administrator:

- [4.](#) Approve an Intergovernmental Agreement Between the City of Crest Hill and Richland School District 88a with Respect to Declaration of Surplus Funds in the Proposed Weber/Division Tax Increment Finance District

Public Works Department:

- [5.](#) Recommendation to Amend a Contract with Strand and Associates for the Lake Michigan Water Allocation Application with Amendment 1
- [6.](#) Recommendation to Approve a Contract with Strand and Associates for Water Model Updates and Calibration of the Current Model
- [7.](#) Recommendation to Enter into an Agreement with Strand for the Loan Application for the Well 14 Raw Water Main
- [8.](#) Recommendation to Enter into an Agreement with Strand for an Emergency Well Transition Plan and the Source Water Protection Plan
- [9.](#) Approve Pay Request #6 from Williams Brother Construction Inc. with Direction to Send it to the IEPA for Approval and Disbursement for Total Amount of \$508,465.30

- [10.](#) Approve 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)
- [11.](#) Request to Hire Two Public Works Maintenance Workers in Lieu of the Proposed Positions in the Budget

City Engineer:

- [12.](#) Award the Contract to Shallow Construction Co. for the Chaney and Center Water Main and Roadway Rehabilitation Project in the Amount of \$3,183,273.20

Approve Construction Engineering Contract with V3 Companies in the Amount of \$189,053.00

Approve Construction Testing Services with Geocon Professional Services in the Amount of \$6,293.00
- [13.](#) Execution of a Professional Service Agreement with Christopher Burke to Perform Design Engineering Services for the Theodore Street & Gaylord/Cedarwood Eastbound Left Turn Signal Addition for an Amount of \$29,500.00

Community Development:

Police Department:

- [14.](#) Approval of Purchasing of Automated External Defibrillators for Squad Cars
- [15.](#) Request to Hire Two Police Officers from the Civil Service List

Mayor's Report:

- [16.](#) Approve an Ad Placement in the Crest Hill Pony Baseball Yearbook in the Amount of \$65.00

City Clerk's Report:

City Treasurer's Report:

- [17.](#) Approve an Ordinance Adopting the Budget System and Adding a New Chapter 3.01, Section 3.01.010 (Budget System Adopted) to Title 3 (Revenue and Finance) of the City of Crest Hill Code of Ordinances
- [18.](#) Approve an Ordinance Creating the Office and Position of Crest Hill Budget Officer by Adding a New Chapter 2.25 (Budget Officer), and Sections 2.25.010 (Creation of

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 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.

Office; Appointment), 2.25.020 (Salary), and 2.25.030 (Duties and Responsibilities) to the City of Crest Hill Code of Ordinances

- [19.](#) Approval of the List of Bills through February 7, 2023 in the Amount of \$583,932.98
- 20. Regular and Overtime Payroll from January 2, 2023 to January 15, 2023 in the Amount of \$248,201.45
- 21. Regular and Overtime Payroll from January 16, 2023 to January 29, 2023 in the Amount of \$233,015.15
- 22. Quarterly Compensation Buy Back Through January 27, 2023 in the Amount of \$18,982.66

Unfinished Business:

New Business:

Committee/Liaison Reports:

- [23.](#) Approve an Ad Insertion Agreement with Shaw Media for the 2023 Heritage Corridor Travel Guide in the Amount of \$850.00

City Council Comments:

Public Comment:

Executive Session: If Called by Council for a Good Cause

- 24. 5ILCS 120/2 (c)(2): Collective negotiating matters between the public body and its employees or their representative, or deliberations concerning salary schedules for one or more classes of employees

Adjourn:

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MINUTES OF THE REGULAR MEETING
CITY COUNCIL OF CREST HILL
WILL COUNTY, ILLINOIS
January 16, 2023

The regular meeting of the City of Crest Hill was called to order by Mayor Raymond R. Soliman at 7:00 p.m. in the Council Chambers, 1610 Plainfield Road Crest Hill, Will County, Illinois.

The Pledge of Allegiance was recited in unison. Mayor Soliman asked everyone to remain standing for a moment of silence to honor Martin Luther King, Jr.

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

Also present were: City Administrator Jim Marino, Director of Public Works Mark Siefert, Police Chief Ed Clark, City Engineer Ron Wiedeman, Finance Director Lisa Banovetz, City Attorney Mike Stiff, Administration Clerk Laurie Thrasher

Absent were: City Clerk Christine Vershay-Hall, Interim Planner Maura Rigoni

APPROVAL OF MINUTES: Mayor Soliman presented the minutes from the regular meeting held on January 3, 2023 for Council approval.

(#1) Motion by Alderwoman Gazal, seconded by Alderman Jefferson, to approve the minutes from the regular meeting held on January 3, 2023.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

Mayor Soliman presented the minutes from the work session held on January 9, 2023 for Council approval.

(#2) Motion by Alderman Jefferson seconded by Alderwoman Gazal, to approve the minutes from the regular meeting held on January 9, 2023.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

CITY ATTORNEY: There were no agenda items for discussion. A question was asked by Alderman Dyke regarding the status on the property located at 1724 Broadway Street. Attorney Stiff explained how the city inspector had gone to the property to inspect and photograph the outside of the premise and had noticed the back door was unsecured. The

inspectors are now determining if they need a police officer to accompany them while entering the premises to take interior pictures. If once they enter the property and it appears there is probable cause and not accessible, we will then have to go the legal route to get an administrative search warrant to enter the property. Further discussion was followed regarding two units on one property located on Kelly Street, Oakland and Highland. Attorney Stiff reminded the Council the homeowners can still use the second unit as storage, workshop, mancave, or any other type of use, as long as the second unit is not used as a dwelling. The City can still monitor these properties in making sure it is not used as a second dwelling.

CITY ADMINISTRATOR: Administrator Marino presented a request to Approve the Change Order with Corsetti Structural Steel for Construction Work at the City Center in the Amount of \$11,205.00 per the memo dated January 16, 2023. Alderperson Oberlin asked if the Structural Steel was signed off by an engineer from the blueprints? Shawn from Harbour Construction stated yes, but he hasn't seen the official stamped set yet and once provided he would show the Council.

(#3) Motion by Alderman Jefferson seconded by Alderman Kubal, to approve the Change Order with Corsetti Structural Steel for Construction Work at the City Center in the Amount of \$11,205.00 per the memo dated January 16, 2023.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

Administrator Marino presented a request to Approve the Change Order with Techlife for Construction Work at the City Center in the Amount of \$1,920.00 per the memo dated January 16, 2023.

(#4) Motion by Alderman Dyke seconded by Alderman Albert for a request to Approve Change Order with Techlife for Construction Work at the City Center in the Amount of \$1,920.00 per the memo dated January 16, 2023.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

Administrator Marino presented a request to Approve the Change Order with Applied Communications Group for Construction Work at the City Center in the Amount of \$1,704.94 per the memo dated January 16, 2023.

(#5) Motion by Alderperson Oberlin seconded by Alderwoman Gazal to approve the Change Order with Applied Communications Group for Construction Work at the City Center in the Amount of \$1,704.94 per the memo dated January 16, 2023.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

Administrator Marino presented a request to Approve the Change Order with Cosgrove Construction, Inc. for Construction Work at the City Center in the Amount of \$19,896.00 per the memo dated January 16, 2023. Alderman Dyke stated he is still unhappy that the City is being charged \$1,000.00 for the removal of garbage created by other workers who should have cleaned up after themselves initially. Mayor Soliman asks for a motion and a second for the addendum to remove the \$1,000.00 for garbage clean up. There being no response, the motion stands as read.

(#6) Motion by Alderwoman Gazal seconded by Alderman Kubal to approve the Change Order with Cosgrove Construction, Inc. for Construction Work at the City Center in the Amount of \$19,896.00 per the memo dated January 16, 2023.

On roll call, the vote was:

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

NAYES: Ald. Dyke, Vershay

ABSENT: None.

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

Administrator Marino presented a request to Approve the Change Order with TIMM Electrical Inc. for Construction Work at the City Center in the Amount of \$565.00 per the memo dated January 16, 2023.

(#7) Motion by Alderman Jefferson seconded by Alderman Albert to approve the Change Order with TIMM Electrical, Inc. for the Construction Work at the City Center in the Amount of \$565.00 per the memo dated January 16, 2023.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

Administrator Marino presented a request to Approve the Change Order with TIMM Electrical, Inc. for Construction Work at the City Center in the Amount of \$8,355.00 per the memo dated January 16, 2023. Discussion was followed regarding the (1) 4 wire 30 Amp cord for the Coffee maker and receptacles in the Amount of \$790.00. Shawn from Harbour Construction explained it's a very large commercial grade coffee maker and it requires its own separate line and receptacle.

(#8) Motion by Alderwoman Gazal seconded by Alderman Kubal to approve the Change Order with TIMM Electrical, Inc. for the Construction Work at the City Center in the Amount of \$8,355.00 per the memo dated January 16, 2023.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

Administrator Marino presented a request to Approve the Change Order with Christopher B. Burke Engineering, Ltd. for Construction Work at the City Center in the Amount of \$6,754.11 per the memo dated January 16, 2023.

(#9) Motion by Alderperson Oberlin seconded by Alderman Jefferson to approve the Change Order with Christopher B. Burke Engineering, LTD for the Construction Work at the City Center in the Amount of \$6,754.11 per the memo dated January 16, 2023.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

Administrator Marino gave the Council an update regarding the ADA window in the front lobby by the Water Office and Clerk's office. The vendor we are currently using cannot give us a date of when the window will be delivered. Shawn from Harbour Construction explained he has another vendor who can deliver the window in a timelier manor but will cost more money. Following discussion, Shawn will bring to Council a guaranteed contract from a new vendor with the cost and a specific date for the window with a clause for the liquidated damages if not honored by vendor. Shawn will also follow up with the current vendor's supplier for an update on the status of the glass.

Alderwoman Gazal questions the sign on the City Center and the cost. Alderwoman Gazal also questioned who made the decision regarding the sign and the design. Mayor Soliman commented how attractive and professional the new sign looks and how it matches all signage with the City logo. Council questioned who gave permission to place the sign. Administrator Marino explained he gave permission since it was in the budget for the signage.

Discussion followed regarding the color of the cabinets and Shawn indicated that he would speak to his superiors to possibly rectify the situation.

PUBLIC WORKS DEPARTMENT: Public Works Director Mark Siefert presented a request to Approve an Ordinance Authorizing the Disposal of Surplus Personal Property Owned by the City of Crest Hill, Will County, Illinois per the memo dated January 16, 2023.

(#10) Motion by Alderwoman Gazal seconded by Alderperson Oberlin to approve an Ordinance Authorizing the Disposal of Surplus Personal Property Owned by the City of Crest Hill, Will County, Illinois.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

Ordinance #1939

CITY ENGINEER: City Engineer Ron Wiedeman presented a request to Approve an Ordinance Amending Title 15 Building and Construction, Chapter 15.12 Sign Code of

the City of Crest Hill code of ordinances to add Sections 15.12.085 exemption, 15.12.275 Variations and 15.12.276 Variation Procedure per the memo dated January 16, 2023.

(#11) Motion by Alderperson Oberlin seconded by Alderman Jefferson to approve an Ordinance Amending Title 15 Building and Construction, Chapter 15.12 Sign Code of the City of Crest Hill code of ordinances to add Sections 15.12.085 exemption, 15.12.275 Variations and 15.12.276 Variation Procedure.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

There being eight (8) affirmative votes, the MOTION CARRIED
Ordinance #1940

ECONOMIC DEVELOPMENT DEPARTMENT: There were no agenda items for discussion. The reports were on file.

POLICE DEPARTMENT: Police Chief Ed Clark announced the reports were on file. Police Chief Ed Clark presented a request to Approve Placement of Stop Signs on Menard Access Road at Len Kubinski Drive per memo dated January 16, 2023.

(#12) Motion by Alderman Cipiti seconded by Alderman Albert to approve Placement of Stop Signs on Menard Access Road at Len Kubinski Drive.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

Police Chief Ed Clark also presented a request to Approve an Ordinance Amending Section 10.01.10-618 (Special Parking Prohibitions) of Division VI (Parking Regulations), Article 10 (Special Provisions Pertaining to the City of Crest Hill), Chapter 10.01 (Crest Hill Vehicle Code), Title 10 (Vehicles and Traffic) of the City of Crest Hill Code of Ordinances per the memo dated January 16, 2023.

(#13) Motion by Alderman Cipiti seconded by Alderperson Oberlin to approve an Ordinance Amending Section 10.01.10-618 (Special Parking Prohibitions) of Division VI (Parking Regulations), Article 10 (Special Provisions Pertaining to the City of Crest Hill), Chapter 10.01 (Crest Hill Vehicle Code), Title 10 (Vehicles and Traffic) of the City of Crest Hill Code of Ordinances.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

There being eight (8) affirmative votes, the MOTION CARRIED
Ordinance #1941

Alderwoman Gazal requested Council to put Ordinance #1912; the Burglar Alarm fee, on the next Agenda for discussion to reconsider the Alarm fee for the 2024 fiscal year.

Police Chief Ed Clark agreed we should discuss the concerns over the Burglar Alarm increased fee.

MAYOR: Mayor Raymond Soliman had no agenda items for discussion.

CITY CLERK: Administration Clerk Laurie Thrasher had no agenda items for discussion. Alderman Vershay congratulated Administration Clerk Laurie Thrasher on her upcoming retirement and years with the City.

CITY TREASURER: City Treasurer Glen Conklin presented the List of Bills through January 17, 2023 in the Amount of \$1,315,091.54 per the memo dated January 16, 2023 for Council approval.

(#14) Motion by Alderperson Oberlin seconded by Alderman Jefferson to approve the List of Bills through January 17, 2023 in the Amount of \$1,315,091.54.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

City Treasurer Glen Conklin presented the Regular and Overtime Payroll from December 19, 2022 to January 1, 2023 in the Amount of \$262,401.65 per the memo dated January 16, 2023.

UNFINISHED BUSINESS: There was no unfinished business.

NEW BUSINESS: There was no new business.

COMMITTEE/LIAISON REPORTS: There were no committee/liaison reports.

COUNCIL COMMENTS: Members of the Council congratulated Administration Clerk Laurie Thrasher on her retirement and thanked her for her years of service and dedication to the City.

PUBLIC COMMENT: Stuart Soifer addressed the Council in regard to listing a more detailed explanation of the change orders on the agenda.

There being no further business before the Council a motion for adjournment was in order.

(#15) Motion by Alderman Dyke seconded by Alderman Vershay to adjourn the January 16, 2023 City Council meeting.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

The meeting was adjourned at 8:04p.m.

Approved this _____ day of _____, 2023

As presented _____

As amended _____

CHRISTINE VERSHAY-HALL, CITY CLERK

RAYMOND R. SOLIMAN, MAYOR

MINUTES OF THE WORK SESSION
CITY COUNCIL OF CREST HILL
WILL COUNTY, ILLINOIS
January 23, 2023

The January 23, 2023 City Council work session was called to order by Mayor Raymond R. Soliman at 7:00 p.m. in the Council Chambers, 1610 Plainfield Road Crest Hill, Will County, Illinois.

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

Also present were: Administrator Jim Marino, Director of Public Works Mark Siefert, City Engineer Ron Wiedeman, Interim Planner Maura Rigoni, Attorney Mike Stiff, Finance Director Lisa Banovetz

Absent were: Assistant Public Works Director Blaine Kline, Police Chief Ed Clark, Alderman Nate Albert

TOPIC: Lobbyist Update

Josh Hassert updated the Council regarding Brett Hassert. Josh Hassert explained redistricting maps were not updated by the spring session. Veto session was dominated by the safety act, and the lame duck session was on assault weapon issues. They were hoping last year to get a license for Michigan Water. In August, City staff met for the land transfer of the twenty (20) acres on Caton Farm Road and Oakland Avenue. A new bill will be introduced with co-sponsors. There is discussion to come regarding the two hundred (200) acres on Weber Road that was stopped by the Department of Corrections, it is believed the proceeds were to go to Department of Corrections instead of Illinois Department of Transportation. Statesville Prison should be brought back to full capacity of inmates soon. Alderperson Oberlin asked if there is anything the City can do to help expedite where the funds will go. Josh Hassert explained that will be in the discussions and have those ideas proposed. Alderwoman Gazal asked if there is anyway to release the funds for Kelly Road. Josh Hassert stated he would look into that. City Treasurer Conklin asked if there is anything on the past due water bills. It was stated not at this time. Alderwoman Gazal asked if we could get a quarterly update on what is going on pertaining to the City. Josh Hassert stated that would be doable. Council discussed having an update more than once a year.

TOPIC: Richland School District Intergovernmental Agreement

Administrator Marino commented that there was a drafted Intergovernmental Agreement in their packets with Richland School District. Administrator Marino explained that the Intergovernmental Agreement (IGA) will declare an annual surplus in sharing the revenue with the school district and all the school districts bordering. The City proposed the reasonable amount for the City to declare a surplus would be 10% in years 8, 9, and 10 and then increase to 15% in years 11 to 23, when the TIF expires. Administrator Marino informed the Council that Superintendent of Richland School District, Joe Simpkins, had discussed the IGA with his board at their meeting on January 18, 2023. Joe Simpkins

informed Administrator Marino that the Richland School District Board was in favor of the IGA terms. If Council approves this it will be on the February 6th Council Meeting. Alderman Jefferson asked if this is comparable to other districts at the high end or the low end? Attorney Dave Silverman explained that it is mid-range in comparison and a residential TIF.

Mayor Soliman asked for an informal vote. All members present were in agreement to declare the surplus of 10% in years 8, 9 and 10 and a surplus of 15% in years 11 through 23.

TOPIC: Concept Review ACI Development – Weber Hill Business Park

Interim Planner Maura Rigoni discussed the concept plan for about forty (40) acres that stands between Weber Road extending all the way east to Sak Drive. This concept plan would propose an industrial manufacturing business park of six individual lots. The applicant would propose to rezone the entire business park from three different zoning classifications to a M-2 district. Any property over five (5) acres would be a Planned Unit Development (PUD), and would need a final plat. There is a lot of flooding in this area.

Mayor Soliman asked if this would be a public road? Interim Planner Rigoni stated it would be a public road with a sixty-six (66) foot right of way. The buses will be able to use this road, as well and is a good thing. Mayor Soliman commented that he feels we are at a max with truck repair facilities within the City. Alderwoman Gazal asked if we know what kind of traffic will be generated. Interim Planner Rigoni stated there has not been a traffic study at this time, yet. City Engineer Wiedeman stated there will be a right in, right out, the County cannot deny them this right of way. Alderwoman Gazal stated this is part of Ward 1 and Ward 2. She also asked if the residents have been reached out to so they are aware of what is planned? Interim Planner Rigoni stated as they move forward and know more of what the actual uses are, we will then inform the residents. Alderwoman Gazal stated she believes it is a good plan for that area, as long as we are protecting the residents as well.

Rolf Anderson the Managing Partner for ACI Development further discussed the property and the benefits.

Steve Gulden also addressed the Council regarding this property and the TIF District. He stated how this will get the buses moving and not stopped by the train tracks any longer. Alderperson Oberlin remarked how this will also provide through access for fire, police and ambulance. This would be a big asset to our City.

Alderman Cipiti asked about the development of this area and how it would affect the water flow. It was explained that it will all be handled through the onsite engineering and held within the pond. Alderwoman Gazal asked about a time frame for this. It was commented the timing should be around 6 months and they would like to move quickly.

Mayor Soliman asked for an informal vote. All members present were in agreement on the proposed land use for Weber Hill Business Park.

TOPIC: City Owned Roadway Condition and Funding Discussion

City Engineer Ron Wiedeman reminded Council back in 2020 there was a pavement condition study done and presented to Council in 2021. City Engineer Wiedeman informed Council in their packets is parts of the report with estimates to bring the City owned streets up to a servable condition. He informed Council that 67% of the roads are in poor condition. The city has 50.2 miles of roads with:

- 8.1 miles in good condition
- 3.3 miles in satisfactory condition
- 5.4 miles in fair condition
- 14.1 miles in poor condition
- 10.9 miles in very poor condition
- 7.8 miles in serious condition
- 0.06 miles in failed condition

He stated the grand total to keep the roadways up to a servable condition is \$115,727,636.00.

He also discussed what roads to move forward with, and projects for the future years including funding.

For the 2023/2024 budget staff is proposing the following:

- Roadway Projects:
 - Prairie – Theodore to Raynor (Roadway Rehabilitation)
 - Parkrose/Gaylord – to Sweetbriar St. (Rehabilitation and Water main replacement)
 - Theodore – West of Rock Run to Thomas Ct (Roadway Rehabilitation)
 - Borio/Randich – to Essex Ct. (Roadway Rehabilitation)
 - Ingalls/Cedarwood – to bike trail East of Rock Run (Roadway Rehabilitation), looking to partner with the City of Joliet

Engineer Wiedeman also stated the construction and engineering cost to complete the roadway work not including the water main replacement is estimated at 2.85 million dollars for 1.9 lane miles and the cost of the water main replacement along Parkrose is estimated at \$875,000.00. This water main work will be funded out of the water fund.

He continued to explain how he proposes to fund each project as follows:

Prairie project would be funded with remaining Rebuild Illinois Funds (\$182K), for the Parkrose, Theodore, Borio and Ingalls project would be funded through anticipated DCEO reimbursement of 2 million dollars submitted for 2022 with the remaining coming from the general fund.

He continued to discuss funding requirements with Council and gave some potential solutions to consider. He informed the Council of bond scenarios, which are as follows:

1. A bond with 1.5-million-bond annual payment will provide 5.6 million in funding for a 3-year period.
2. A bond with 2-million-bond annual payment will provide 7.5 million in funding for a 3-year period.
3. A bond with 2.4-million-bond annual payment will provide 9 million in funding for a 3-year period.

Bob with PMA Securities addressed the Council regarding different bond scenarios to understand the process and how they work.

Finance Director Lisa Banovetz added that Council will need to triage how we should spend that money and not to deficit the budget. Alderwoman Gazal asked if we (the City) can handle another loan? City Treasurer Conklin stated we would have to dedicate specifics to the repayment of that bond and the Council will need to decide what is your priorities and how do you choose to address them. He stated this is a lot of borrowing.

Mayor Soliman commented that he would like everyone to remember the promise made to the residents for a tax rebate. He also stated he doesn't feel that the roadways have been neglected and every year money was allocated to do road projects. He stated we have come a long way with our roadways and that is something we should be proud of.

Alderwoman Gazal commented that it is not negativity on the road ways condition report, that it is more of a notification on the road conditions we are facing right now. She stated that we did promise the residents a tax rebate but maybe we need to consider the difference for a tax rebate or using that money to repair roadways.

Alderman Cipiti commented on what we spend where we can get some money back and prioritizing. We should consider this discussion during budget talks.

Alderman Oberlin commented that we need to prioritize on what we are going to do with taxpayer dollars.

Alderwoman Gazal commented that maybe we can increase the sales tax, but it was stated that we are at the maximum amount that we can charge.

Administrator Marino asked if we looked into what the impact would be on residents if we go for a bond. Looking at an illustration on a \$10 million dollar bond that would impact over 20 years that bond would be an approximate \$99.00 increase to the tax payer.

Lengthy discussion followed regarding paying interest on bonds instead of paying directly towards the roadways and how are we going to reprioritize and where the revenue will come from.

Alderwoman Gazal asked if we could continue this discussion at another time since there is so much that needs to be discussed.

City Engineer Wiedeman stated he will need direction from staff on the list of projects for the 2024 budget year and direction on looking at cutting or coming back at a later date and making this part of the budget discussion. Mayor Soliman asks Council if anybody has any objection as to what Engineer Wiedeman stated, and coming back at a later date when the budget is discussed. There was no objection by Council.

Council thanked City Engineer Wiedeman for his time and explanation. This can be discussed during the budget talks.

TOPIC: Business Plan – 1700 Plainfield Road

Mayor Soliman informed the Council there is a business plan for 1700 Plainfield Road in their packets regarding the purchase of said property by Nick Patel. Attorney Greg Steadman addressed the Council regarding the property. Nick Patel is purchasing the property and would like to open a liquor store with an adjoining Bistro. This property would have package liquor and video gaming. A business plan was supplied in the packet. The property consists of 40,000 square feet and in a B-2 district. The buyers have met with the current owners of Gallery 1700, and they have agreed to stay on as a tenant and occupy 10,000 square feet of the first floor. The other 10,000 square feet would be occupied by the liquor store and bistro. The bistro would be using 2,000 square feet and the liquor store using 8,000 square feet of the first floor. The basement will only be used for storage. The primary operator of the liquor store would be Nick Patel, who owns several liquor store businesses in Illinois.

Alderwoman Gazal asked what kind of food the Bistro would have? Nick Patel explained they have not decided on the food choices yet. Alderwoman Gazal wants to know if this is prepared food, frozen food, or restaurant type food. Nick explained some foods will be prepared in the store. Alderwoman Gazal asked if the Bistro idea, is more of a gambling establishment with finger foods? Attorney Gregory Steadman responded stating it is all a proposed idea as for now, but they will work with the Council with any suggestions.

Mayor Soliman stated we have no Bistro licenses available at the moment; we are at the limit of seven (7) Bistro licenses. Mayor Soliman stated the Bistro's are very popular and are very well funded and they do create a good source of revenue for the municipality. At this time, we do not have a Bistro license available, and the City Council would have to create another Bistro license in the City of Crest Hill. Nick Patel explained without the Bistro license he would not proceed with the liquor store and sale of the property; they would look at another municipality.

Alderman Oberlin asked how many handicap positions in the parking lot would be needed? City Engineer Ron Wiedeman stated it is believed to be four (4); two (2) in the front parking lot and two (2) in the rear parking lot.

Mayor Soliman commented he believes this would be an asset to the City and he is in support of this business plan. Mayor Soliman also stated this would benefit the City. He noted Nick Patel's other establishments in Chicago are high end liquor stores and not grab-n-go establishments.

Mayor Soliman asked for an informal vote to add a Bistro license. The informal vote was four (4) yes votes, one (1) no vote and two undecided votes.

TOPIC: Theodore Street & Gaylord.Cedarwood Eastbound Left Turn Signal Addition

City Engineer Ron Wiedeman explained at this intersection we have existing signalization. Three (3) legs of this intersection have left hand turn arrows, but if heading eastbound it does not. The existing condition provides a reduced amount of green time for traffic heading eastbound. If future traffic volumes increase this condition will increase delay times for eastbound traffic.

Engineer Wiedeman stated some solutions to this issue are:

- Do nothing.

- Use the existing pavement width to create a protected left turn lane for both eastbound and westbound traffic and install a new eastbound left turn signal. This solution will create a single through lane for both east and westbound traffic.
- Widen the existing pavement to provide for two through lanes and a single left turn lanes for both the eastbound and westbound traffic.

Engineer Wiedeman explained the staff hired Christopher Burke Engineering to complete a traffic analysis study to review solution one (1) and two (2). He also stated from the study it was found that solution two (2) is the best solution since there will be no change in delay time and provides protection for the left hand turns and is the best solution to move forward with.

The construction cost for this work is estimated between \$120,000 and \$150,000 which would come out of the 2023/2024 MFT program. Also, there is a Construction Engineering Agreement with Christopher Burke Engineering in the amount of \$29,500. This will include a left hand turn lane and the signalized work for that intersection; which would likely start this summer.

Mayor Soliman asked for an informal vote. All members present were in agreement for solution two (2) for the Theodore Street & Gaylord/Cedarwood Eastbound Left Turn Signal Addition.

TOPIC: Consideration to incur legal fees to adopt an annual budget system of financial planning and management in lieu of a budget appropriation ordinance

City Treasurer Glen Conklin commented they would like the Council to consider changing the process in the finance department. If we were to adopt a budget system of financial planning and management this would allow department heads and the finance department to make changes.

Finance Director Lisa Banovetz explained the pros and cons to the City Council with the City Attorney. She stated we currently have an ordinance way of budgeting, which means by line item we are held to that line item; we cannot go above that. If we do have to go above that then we must go to Council and make changes to the budget and amend the ordinance, which cost money. This would avoid an amendment change in the budget. Each department would be held to a total dollar amount and can be moved within that department if needed. If ever needed to move between that department we would still bring that movement to Council but not have to do a formal budget amendment.

Alderman Vershay asked if this would help with the budget? Lisa commented that this would prevent coming to the Council for amendment appropriations. City Treasurer Conklin explained it gives more department heads flexibility but does not take away any transparency from what would be in front of the Council. It would make the mechanics of the process easier on the department heads.

Finance Director Banovetz explained a disadvantage to the new budget system is it would need to be finalized by April 30th, 2023, published in the paper, and on display for the public inspection ten (10) days prior to Council inspection.

Mayor Soliman asked for an informal vote. All members present were in agreement to adopt an annual budget system.

TOPIC: Request approval to have AIS on site for 3 days a week at no price change

Director of Public Works Mark Siefert commented that he and the Police Department have been working with AIS, Eric Montgomery to change the days AIS is in house. AIS is currently in-house two (2) days a week, Mondays, and Thursdays. After discussing with AIS, we can have IT in-house three (3) days a week with no increased costs. The days they are not in-house they would be available remotely. Our contract states we pay for 150 hours of IT; so we are just allocating them differently this way they are on site instead of remotely.

Finance Director Lisa Banovetz commented that she is uncomfortable with AIS billing. When the City prepaid for five (5) days a week and went down to two (2) days a week we had never received a credit. Director Banovetz stated she reached out to the company and never received a response back. Director Banovetz also stated finance has rejected some billing since the billing was not worded correctly.

AIS would be asked to be here Monday, Wednesday, Friday or Monday, Wednesday, Thursday. Director Siefert also explained when we move into the new building it would be beneficial to have them 4 days a week for 2 months.

Mayor Soliman asked for an informal vote. All members present were in agreement for AIS to be on site three days a week.

PUBLIC COMMENTS:

Stuart Soifer commented that streets are very sensitive to him and he is extremely impressed with the graphs that were supplied. He also commented about the pricing, it was commented that we need to use prevailing wages.

MAYORS UPDATES:

TOPIC 1: Crest Hill Pony Baseball Ad Donation

All members present were in agreement for a City donation of \$65.00 to Crest Hill City Pony Baseball Ad.

TOPIC2: Lockport Township High School 2023 Late Night Donation

Alderman Vershay suggested to donate \$100.00. This was than retracted. Mayor Soliman commented that if we approve this, it will open up to other organizations wanting donations. He also stated he will bring all organizations requesting donations to Council. City Treasurer Conklin commented that the events committee does not have a budget. City Attorney Mike Stiff commented he would like to think about this.

COMMITTEE/LIAISON UPDATES:

Alderman Scott Dyke commented about the rate for the IML and Route 66 books. He also asked the Council if they would like to advertise in a third magazine. If we advertise in a third book it would be a cheaper rate. Council agreed to go with 3 magazines and use the new logo. This will be put on the next Council Agenda.

CITY ADMINISTRATOR UPDATES:

Administrator Marino had no comment at tonight's meeting.

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

Approved this _____ day of _____, 2023

As presented _____

As amended _____

CHRISTINE VERSHAY-HALL, CITY CLERK

RAYMOND R. SOLIMAN, MAYOR

DRAFT

MINUTES OF THE WORK SESSION
CITY COUNCIL OF CREST HILL
WILL COUNTY, ILLINOIS
January 30, 2023

The January 30, 2023 City Council work session was called to order by Mayor Raymond R. Soliman at 7:00 p.m. in the Council Chambers, 1610 Plainfield Road Crest Hill, Will County, Illinois.

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

Also present were: Administrator Jim Marino, Director of Public Works Mark Siefert, Assistant Public Works Director Blaine Kline, Police Chief Ed Clark, Attorney Michael Santchi,

Mayor Soliman asked for a straw vote to allow Alderman Jefferson to attend the meeting remotely.

All members were in agreement with the request.

Absent were: City Engineer Ron Wiedeman, Interim Planner Maura Rigoni, Attorney, Mike Stiff, Finance Director Lisa Banovetz

TOPIC: Consideration of Reduction in Alarm Registration Fee

Alderwoman Gazal explained many residents have asked questions regarding the increase of the alarm fee from \$20.00 to \$100.00. Police Chief Ed Clark explained the increase has caused some concern from the residents. Chief Clark stated our alarm fee numbers from the last years were as follows:

2019 - 320 active alarm registrations
2021 - 342 active alarm registrations
2022 - 338 active alarm registrations

Due to the pandemic, there were no alarm registrations sent out in 2020. He stated, as of today, we have approximately 320 active alarm registrations for 2023, per a report given by Deputy Clerk Karen Kozierka.

Chief Clark discussed having a reduction in the alarm fee for the fiscal year 2024, possibly reducing the residential alarm fee and keeping the business alarm fee at \$100.00; since most concerns came from residents and not business owners.

City Clerk Christine Vershay-Hall explained out of the 320 active alarm registrations for 2023; 266 residents have paid the \$100.00, 52 residents still owe the fee, 8 residents were new alarm registrants and 17 residents have closed their accounts.

Mayor Soliman asked how many were residential. Chief Clark stated in 2022 of the 338 alarm registrations; 128 were resident alarms and 210 were business alarms.

Chief Clark explained when an alarm call comes in, we respond no matter if the resident is registered or not. He also explained the registration helps get the immediate keyholder information to Wescom, our dispatch center immediately.

Alderwoman Gazal asked what if a resident decides to keep their alarm system but not register with the city? Chief Clark stated that is the resident's decision but the building department will send a letter to the resident and at some point the resident would be cited.

Alderwoman Gazal asked what if a resident has a false alarm at the property? Chief Clark stated if called to property and it is a false alarm the resident would not get charged for the first false alarm response. The second false alarm would cite the resident \$50.00, and any false alarm after the second would cite the resident \$100.00 per each false alarm.

Mayor Soliman asked when was the last time the alarm fee was increased? Chief Clark believed it was prior to 2000.

Alderman Oberlin asked what is the registration fee paying for? Chief Clark responded it is basically for Wescom (our dispatch center) to keep the updated information available for immediate response and not relying on the alarm company to get the information needed to relay in an emergency.

Alderman Cipiti stated he researched other neighboring municipalities, and most do not require a yearly fee but do require the owner of the alarm to register their alarm. Alderman Cipiti also stated other municipalities he researched do have a fee for false alarms and some municipalities do have a fee for never registering the alarm.

City Treasurer Conklin stated from a financial perspective we are looking at a budgeted amount of approximately \$30,000 with a difference of \$26,000 between the \$20.00 and the \$100.00 alarm fees. Treasurer Conklin explained we would be a lot closer to the budget if the City chose to keep the businesses at \$100.00 and possibly keep residents at \$25.00.

Alderwoman Gazal asked what is the point in paying the City when the residents are already paying the alarm company? Treasurer Conklin explained it would be for the purpose of revenue; we are not home ruled. Alderman explained she can understand if charging a fee to the resident for repeated false alarms but not for registering their information.

Alderman Albert mentioned the old ordinance stated it was \$50.00 for a new registered alarm and an annual renewal of \$20.00. Alderman Albert stated he was in favor for getting rid of the registration and renewal fees and taking a closer look at the false alarm fees.

Treasurer Conklin asked if we are looking on rebating these monies to the resident or looking into the next year's budget. It was stated this would be for next year's budget and we would not budget.

Mayor Soliman asked what will happen to the 52 residents who have not paid their alarm fee for the year 2023? Chief Clark explained the Building Department will issue a letter to the resident, then fine the resident and eventually if not addressed they will have to come to an Administrative hearing.

Alderman Albert stated he would believe there are more residential alarms then what we have registered. Alderman Albert also stated if there is no fee the resident would be more likely to register their alarm.

Mayor Soliman asked for a straw vote to keep the businesses as is and eliminate the residential alarm fee for the budget year 2023-2024; starting January 1, 2024. False alarm fees will stay as is.

All members were in agreement to keep the business alarm fee at \$100.00, eliminate residential alarm fee and to keep false alarm fees as is.

TOPIC: Regional Water Commission Formation Update

Director of Public Works Mark Siefert discussed the progress the Regional Water Commission has made and the direction it is going. Director Siefert explained he will be bringing back a first amendment to the document that was signed last year due to the length of time that the allocation process is taking. Originally it was thought that the Commission would be up and formed by April of this year which will need pushed out and the cleanup of language regarding payments. Director Siefert also stated there are more things the attorneys are working on amongst all communities.

TOPIC: Crest Hill Project Update

Chris Ulm from Strand Associates gave an update regarding the Lake Michigan water Project. Chris Ulm discussed the steps, per memo dated January 30, 2023. Chris explained the Corrosion Control Desktop Study which must be done when switching your water source to make sure the water does not have lead and copper corrosion and contamination. Chris also discussed Well No. 14 needing to be added to keep the supply growing during the summer months when our existing supply is taxed. This will anticipate bringing Well No. 10 up to capacity with Well No. 14 and bypassing the rest during high demand time given the water quality. Strand will prepare a report to meet IEPA requirements after looking at the wells by July of 2023.

TOPIC: Lake Michigan Allocation Application Update

Director of Public Works Mark Siefert discussed the process of the application and all the requirements of the new reviewer. Chris Ulm from Stand Associates further explained the complex permit application process with Illinois Department of Natural Resources (IDNR).

Chris Ulm stated IDNR will want to see an active public participation and Council involvement in the process. Chris also stated we will need to extensively monitor and track water usage, prove your water distribution system and reduce leakage and stay in compliance with the 10% water loss. Alderperson Oberlin asked if we are currently under the 10%? Director Siefert answered: we are at 11.6% in our allocation and out of all the communities submitted, we are the lowest.

TOPIC: Approval of a Resolution in Support of the Cities Lake Michigan Allocation Application

Director of Public Works Mark Siefert explained he is working with Attorney Michael Santchi from Spesia and Taylor on creating an ordinance that states if your water line breaks and it is determined to be the homeowner's responsibility, they would have 10 days to fix the water line or the water will be shut off.

Director Siefert told the Council they are forming the first City Leak Detection Program. and informed the Council in the past two weeks through this program they have found 4 leaks. Director Siefert said some of these leaks are the homeowner's responsibility, which is why we are creating the ordinance. Director Siefert also explained with this new leak detection program and ordinance we will be stopping the leak when the leak is on the resident's side before the meter.

Attorney Michael Santchi from Spesia and Taylor informed the Council he has prepared a resolution in conjunction with attorneys who are representing other applicants that are represented by Strand & Associate, as well. Attorney Santchi explained this resolution will provide written support of the City's efforts and understanding of the requirements of being a Lake Michigan permittee.

Mayor Soliman asked for a straw vote for creating the resolution per the memo dated January 30, 2023.

All members were in agreement to create the resolution,

TOPIC: Recommendation to Amend a Contract with Strand and Associates for the Lake Michigan Water Allocation Application with Amendment 1

Director of Public Works Mark Siefert recommended to amend the contract with Strand and Associates for the Lake Michigan Water Allocation Application. The original contract was for \$131,000.00; this amendment would be an additional \$65,000.00. The additional amount is for some engineering explorations plus a second pre-hearing with comments and revisions that were not included in the original contract.

Mayor Soliman asked for a straw vote to approve an amendment to the Strand and Associates Contract for the Lake Michigan Water Allocation Application.

All members were in agreement to amend the contract.

TOPIC: Recommendation to Approve a Contract with Strand and Associates for Water Model Updates and Calibration of the Current Model

Director of Public Works Mark Siefert explained back in 2015 the City's first computer based hydraulic water model was created. This model is able to run scenarios of new development, new water mains, maintenance projects and various Lake Michigan Scenario's. Since the model is very comprehensive and the model is now seven years old; it is recommended to update and recalibrate the current model. This update will cost \$32,100.00.

Mayor Soliman asked for a straw vote to approve the Water Model Updates and Calibration of the Current Model and not to exceed \$32,100.00.

All members were in agreement to create to approve the updates and Calibration of the current water model.

This will be added to the Agenda on the February 6, 2023 meeting.

TOPIC: Recommendation to Enter into an Agreement with Strand for an Emergency Well Transition Plan and the Source Water Protection Plan

Director of Public Works Mark Siefert explained the purpose of this contract would cover two items; which one part is mandated by the IEPA. Direct Siefert further explained when the City switches to Lake Michigan water, the 8 wells the city currently manages will need to be switched from a primary role to a backup role and the second part of the contract would be the Source Water Protection Plan.

Director Siefert stated this is a mandated report that Strand and Associates would submit on behalf of the City by July 26, 2203. This would not exceed \$77,900.00.

City Treasurer Conklin asked if this amount will be coming out of the same budgeted amount of \$380,000.00? Director Seifert explained the Source Water Protection Plan will come out of the budgeted \$380,000 this year but the emergency will not; this would come out of next year's budget since it will not be completed until then.

Director Siefert further explained in more detail the switching of the well from primary role to back up role.

Mayor Soliman asked for a straw vote to approve the recommendation of an agreement to Strand for an Emergency Well Transition Plan and Source Water Protection Plan.

All members were in agreement to approve the recommendation.

TOPIC: Recommendation to Enter into an Agreement with Strand for the Loan Application for the Well 14 Raw Water Main

Director of Public Works Mark Siefert explained Well 14 was funded by the State of Illinois appropriations to pay for the well drilling. Director Siefert also explained the transmission main will be paid for by a low interest loan (SRF) through the State of Illinois and this contract would be for Strand and Associates to begin working on the application. The cost to enter into this contract with Strand and Associates would be \$20,000.00.

Mayor Soliman asked for a straw vote to enter into the agreement with Strand and Associates for the loan application for Well 14 water main.

All members were in agreement to enter into an agreement with Strand and Associates for the loan application.

TOPIC: Discussion Regarding the Change Orders Process for the West Plant Construction Project

Director of Public Works Mark Siefert requested direction regarding the Change Order process for the West Plant Construction Project. Director Siefert stated, recently change orders for the new City Center, for as small as \$500, have been brought to the City Council for approval. Director Siefert stated he is requesting clarification to determine how City Council would like to approve all change orders with this project going forward.

Further discussion followed regarding process of change orders and amounts.

TOPIC: Surplus Update

Assistant Public Works Director Blaine Kline informed the Council out of the 21 items listed we sold 20 items for a total of \$37,757.91 that will come back to the City.

Alderman Albert asked why an item was having seventeen bids and then the item was pulled off the auction bidding? Assistant Director Kline explained if they feel an item is worth more than the final price, the staff would decline the sale and relist it for a higher amount.

TOPIC: Request to Hire Additional Public Works Laborers in Lieu of a Project Manager and Wastewater Lead Operator

Director of Public Works Mark Siefert stated previously the City Council had approved the hiring of a Wastewater Lead Operator and a Project Manager for the Public Work's Department but feels there is more of a need of 'boots on the ground' rather than administration. Director Siefert stated since 2000 the Public Works staff has had 17 employees while the population of the City has grown by 79%; and other departments in the City have grown with the population. Director Siefert explained instead of hiring a Wastewater Lead Operator and a Project Manager he would like to hire at least two street laborers, possibly 3. Director Siefert stated the costs of hiring the street laborers as follows:

1 st Street Laborer	\$ 84,314.00
2 nd Street Laborer	\$168,628.00
3 rd Street Laborer	\$252,942.00

Alderwoman Gazal stated she feels we need more laborers than supervisors, but in a couple months or years will you be asking for a supervisor? Director Siefert explained with the switch to Lake Michigan water we will need a Wastewater Lead Operator eventually. Director Siefert also explained he has no problem with handling this position with the assistance of the Assistant Director until we hire a Lead Operator.

Alderman Oberlin asked if these costs for hiring the street laborer is the entire package or just the salary? Director Siefert stated that was the entire package including the salary, insurance and IMRF.

Mayor Soliman asked for a straw vote to approve the hiring of two street laborers with a projected budget change in the amount of \$168,628.00 for the Public Works Department. The informal vote was seven (7) yes votes, one (1) no vote.

TOPIC: Request for Tuition Reimbursement

Director of the Public Works Mark Siefert informed the Council he was accepted into the master's degree program at the University of St. Francis in business administration (MBA) and training and development (MTSD). Director Siefert feels this would greatly benefit the City.

Currently, the City Handbook allows for reimbursement in tuition and lay's out all repayment options. Director Siefert stated the cost would be \$40,000.00 over two years. If approved, would this money be budgeted in the upcoming and future budgets?

Alderman Cipiti questioned spending the money and getting returned based on staying employed with the City. Director Siefert explained the reimbursement policy in the handbook if separating from the City. Members of the Council stated they did not feel the three years stated in the handbook was sufficient enough. Attorney Michael Santchi explained the policy was set by the Council and can be changed by the Council.

Some Council members felt the MBA specializing in finance is not needed for the Director of Public Works position. It was stated there is no requirement for a finance degree when hiring for this position.

Director Siefert rescinded his request.

PUBLIC COMMENTS:

Stuart Soifer addressed the Council regarding clarification on the homeowner's responsibility if a leak is found. Director Siefert explained a homeowner is only responsible for the repairing of the leak if it is past the b-box.

MAYORS UPDATES:

There were no Mayor updates.

COMMITTEE/LIAISON UPDATES:

There were no committee/liaison updates.

CITY ADMINISTRATOR UPDATES:

Administrator Marino had no updates at tonight's meeting.

The meeting was adjourned at 9:53pm

Approved this _____ day of _____, 2023

As presented _____

As amended _____

CHRISTINE VERSHAY-HALL, CITY CLERK

RAYMOND R. SOLIMAN, MAYOR



Agenda Memo

Crest Hill, IL

Meeting Date:	February 6, 2023
Submitter:	Jim Marino, City Administrator
Department:	Administration
Agenda Item:	Approve an intergovernmental agreement between the City of Crest Hill and Richland School District 88a with respect to declaration of surplus funds in the proposed Weber/Division tax increment finance district

Summary: The Joint Review Board (JRB) meeting was held on January 19 to consider creation of the Weber Road/Division Street TIF district. There was discussion about an intergovernmental agreement (IGA) with the Richland School District to annually declare a surplus of the tax increment generated in the TIF district. Such an IGA would need to be approved by the city council and school board.

Taxing districts do not receive property taxes generated within a TIF district for 23 years unless a surplus is declared. Because of this delay in receiving tax revenue, taxing districts, especially school districts, can be averse to TIF districts. The only means for taxing districts to receive revenue before the TIF district expires is if the municipality declares a surplus and releases this money to the county. The county would then distribute this surplus amount to all the taxing districts, including the city, based on their proportionate share of the tax bill.

To help the taxing districts benefit from the new tax revenue during the life of the TIF district, municipalities will annually share a portion of the tax increment. In 2021, Steve Gulden and the Superintendent of Richland School District, Joe Simpkins, had discussions about the city annually declaring a surplus. Joe proposed the city share 25% of the increment and Steve proposed 10%. When I recently talked with Joe, I indicated that 25% was too high and proposed 10% as was previously proposed by Steve. Joe and I felt that a reasonable revenue sharing method we could propose to our respective boards would be for the city to declare a surplus of 10% in years 8, 9, and 10 of the 23-year life of the TIF district, and 15% in years 11 to 23.

I conferred with our TIF attorney, Dave Silverman, regarding similar IGAs he worked on with other municipalities. Dave indicated that while the revenue sharing amounts agreed to by municipalities and school districts vary, the amounts stated above are comparable to other IGAs.

The Superintendent of Richland School District, Joe Simpkins, discussed the IGA with his board at their meeting on January 18. Joe informed me that the school board is in favor of the IGA terms. No vote was taken at this meeting.

The JRB is scheduled to meet on February 7 to vote on recommending creation of the TIF district. The JRB vote is required before the city council can vote to create the TIF district in March. The Richland School District school board will vote on the IGA at their next meeting on February 15.

Recommended Council Action: Approve the intergovernmental agreement with Richland School District to declare surplus TIF funds.

Financial Impact: N/A

Funding Source:

Budgeted Amount:

Cost:

Attachments: Resolution, Intergovernmental Agreement

RESOLUTION NO. _____**A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT
WITH RICHLAND SCHOOL DISTRICT**

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 (hereinafter referred to as "CITY") is a Municipal Corporation situated in Will County, under and by virtue of the Constitution and laws of the State of Illinois and has acted in the exercise of its statutory authority in the exercise of this agreement; and

WHEREAS, Richland School District 88A is body corporate and politic (hereinafter referred to as the "DISTRICT"); and

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

WHEREAS, CITY and DISTRICT are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

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

WHEREAS, the CITY is considering adopting Tax Increment Financing for a TIF District to be known as the Weber/Division TIF; and

WHEREAS, the Corporate Authorities of the City of Crest Hill have determined that an intergovernmental agreement to provide for the declaration of a "surplus" as set forth in the Intergovernmental Agreement is necessary and in the best interests of the City of Crest Hill and its residents.

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

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

SECTION 2: The City Council hereby approves and adopts the Intergovernmental Agreement by and between the City of Crest Hill and the Board of Education of Richland School District 88A in substantially the form which is attached hereto as Exhibit A.

SECTION 4: The Mayor is authorized and directed to execute the attached Intergovernmental Agreement, and the City Clerk is authorized and directed to take any and all additional steps necessary to ratify and/or witness the Intergovernmental Agreement.

SECTION 5: 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 6: 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 7: 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	_____	_____	_____	_____
Alderperson Tina Oberlin	_____	_____	_____	_____
Alderman Mark Cipiti	_____	_____	_____	_____
Alderman Nate Albert	_____	_____	_____	_____
Alderman Joe Kubal	_____	_____	_____	_____
Mayor Raymond R. Soliman	_____	_____	_____	_____

Christine Vershay-Hall, City Clerk

APPROVED THIS _____ DAY OF _____, 2023.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

EXHIBIT A

AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CREST HILL AND RICHLAND SCHOOL DISTRICT 88A WITH RESPECT TO DECLARATION OF SURPLUS FUNDS IN THE PROPOSED WEBER/DIVISION TAX INCREMENT FINANCE DISTRICT

THIS AGREEMENT is made as of the ____ day of _____, 2023, between the CITY OF CREST HILL, an Illinois municipal corporation (the “City”), and the BOARD OF EDUCATION OF RICHLAND SCHOOL DISTRICT 88A (“Richland” or “School District”). Collectively, the City and Richland shall be referred to as the “Parties.”

WHEREAS, the Parties are vested with certain authority pursuant to their intergovernmental cooperation powers under Article VII, Section 10 the Illinois Constitution of 1970, and Section 1 *et seq.* of the Intergovernmental Cooperation Act [5 ILCS 220/1 *et seq.*], and pursuant to the provisions of the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5.11-74.4-1 *et seq.* (the “Act”); and

WHEREAS, the City has initiated the process of creating within the School District boundaries a tax increment financing (“TIF”) district under the Act and in connection therewith will adopt a Redevelopment Plan and Project known as the Weber/Division Tax Increment Finance Redevelopment Plan (the “Plan”), will designate a redevelopment project area (the “Project Area”) on land legally described in the Plan, and will also adopt tax increment financing for the Project Area by ordinances duly passed by the City Council of the City; and

WHEREAS, pursuant to the Act, the Will County Treasurer will transfer to the City “Incremental Taxes” as hereafter defined to be deposited into a Special Fund Tax Increment Allocation (“the Fund”); and

WHEREAS, the Plan is designed to facilitate and encourage the redevelopment of the Project Area; and

WHEREAS, the School District recognizes the long-term benefits and importance of development in the City; and

WHEREAS, the City and the School District desire to enter into an intergovernmental agreement for their mutual benefit and the benefit of the citizens and taxpayers of each of the Parties, and to resolve any differences over the Plan and the Project Area and through this Agreement mutually provide for the best interests of their communities and constituents; and

WHEREAS, the City will commit to making certain payments from the Fund pursuant to the terms of this Agreement provided the School District will commit to waive any claims or objections relating to the City's desire to avail itself of tax increment financing, the designation of the Project Area, the Plan, and the adoption of tax increment financing for the Project Area.

NOW, THEREFORE, in consideration of the mutual promises of the City and the School Districts, the Parties agree as follows:

1. Waiver of Objections. The School District hereby waives all objections to the Plan, the Project Area, and Tax Increment Financing for the Project Area for the Weber/Division TIF District, and agrees not to initiate or participate in any challenge to the designation of the Project Area, the adoption of the Plan for the Project Area, and the approval of tax increment financing for the Project Area, or any/all actions taken by the City in respect thereto.
2. Surplus Declaration. Commencing in the eighth (8th) year that the City receives increment payments from the County Treasurer, the City shall annually thereafter declare a "Surplus" of Incremental Taxes equal to ten (10%) percent of the total Incremental Taxes. Commencing in the eleventh (11th) year that the City receives Incremental Taxes and until the TIF District is terminated the City shall declare a

Surplus in the amount of fifteen (15%) percent of the total Incremental Taxes. This is a limited obligation of the City and will be paid solely from Incremental Taxes received by the City each year. It is the intention of the parties that the City shall declare a Surplus based upon the Incremental Taxes generated by the TIF District before the payment or transfer of any funds from the TIF District account for any other purpose. The School District specifically does not waive the right to payments based upon the number of students residing within the Weber/Division TIF District as required by 65 ILCS/5/11-74.4-3(q)(7.5).

3. “Incremental Taxes” shall mean in each calendar year during the term of this Agreement, the portion of the *ad valorem* real estate taxes arising from levies upon taxable real property in the Redevelopment Project Area by taxing districts that is attributable to the increase in the equalized assessed value of the taxable real property in the Project Area over the initial equalized assessed value of the taxable real property in the Project Area as determined in accordance Section 5/11-74.4-9 of the Act which has been allocated to and when collected shall be paid to the Treasurer of the City for deposit by the Treasurer into the Fund incurred.
4. Distribution of Guaranteed Annual Payments. The Surplus declared by the City under paragraph 2 above shall be paid to the County Collector to be distributed as a Surplus payment in accordance with Section 11-74.4-4 of the Act.
5. Authority. Each Party warrants to the other that it is authorized to execute, deliver and perform this Agreement and agrees not to raise lack of such authority as a defense in any action brought by the other or any third party regarding this Agreement.

6. Further Performance. Each Party shall, at the request and expense of the other, execute and deliver any further documents and do all acts and things as each Party may reasonably require to carry out the true intent and meaning of this Agreement.
7. Final Payments. Payments made under this Agreement shall be final and non-refundable.
8. Writing Requirement. No waiver of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and signed by the Party making the waiver, and then shall be effective only in the specific instances and for the purpose given.
9. Default. In the event of a default, the non-defaulting party shall be entitled to recover any and all reasonable attorney's fees and costs incurred by the non-defaulting party in enforcing the terms of this Agreement against the defaulting party.
10. Complete Agreement. This Agreement expresses the complete and final understanding of the Parties with respect to its subject matter and may not be amended or modified except by a written agreement executed by the Parties. This Agreement supersedes all prior agreements, negotiations, and discussions relative to the subject matter hereof and fully integrates the agreement of the Parties.
11. Effective Date. The effective date of this Agreement as reflected above shall be the date that the last of the Parties executes the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized officials as of the date of the Agreement herein set forth.

RICHLAND SCHOOL DISTRICT 88A, Will
County, Illinois

By: _____
President

Attest: _____
Secretary

Date: _____

CITY OF CREST HILL, Will County, Illinois

By: _____
Mayor

Attest: _____
City Clerk

Date: _____



City Council Agenda Memo

Crest Hill, IL

Meeting Date:	2/6/2023
Submitter:	Mark Siefert, Director of Public Works
Department:	Public Works Department
Agenda Item:	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

Cost: \$65,000 ** This project will be part of FY 23 and FY24

Attachments:

LMAA Amendment 1

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
Mayor

Date

NOT FOR
SIGNATURE



Agenda Memo

Crest Hill, IL

Meeting Date:	2/6/23
Submitter:	Mark Siefert, Director of Public Works
Department:	Public Works
Agenda Item:	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** Cost will be spread over FY 23 and FY 24

Attachments:

Strand Agreement

January 19, 2023

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.[®], 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
January 19, 2023

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
January 19, 2023

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
January 19, 2023

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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January 19, 2023

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



City Council Agenda Memo

Crest Hill, IL

Meeting Date: 2/6/2023

Submitter: Mark Siefert, Director of Public Works

Department: Department

Agenda Item: 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

January 16, 2023

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.[®], 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
Page 2
January 16, 2023

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.

City of Crest Hill
Page 3
January 16, 2023

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.

City of Crest Hill
Page 4
January 16, 2023

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:

STRAND ASSOCIATES, INC.®

Joseph M. Bunker
Corporate Secretary

Date

OWNER:

CITY OF CREST HILL

Raymond R. Soliman
Mayor

Date



Agenda Memo

Crest Hill, IL

Meeting Date:	2/6/23
Submitter:	Mark Siefert, Director of Public Works
Department:	Public Works
Agenda Item:	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 **Spread over FY 23 and FY 24

Attachments:

Strand Contract

January 19, 2023

City of Crest Hill
2250 North Broadway Street
Crest Hill, IL 60403

Attention: Mr. Mark Siefert, Director of Public Works

Re: Agreement for General Services
Emergency Well Transition Plan and Source Water Protection Plan

This is an Agreement between the City of Crest Hill, Illinois, hereinafter referred to as OWNER, and Strand Associates, Inc.[®], hereinafter referred to as ENGINEER, to provide engineering services (Services) for the Emergency Well Transition Plan and Source Water Protection Plan project. This Agreement shall be in accordance with the following elements.

Project Understanding

In anticipation of OWNER joining the Grand Prairie Water Commission and receiving Lake Michigan water, OWNER has eight shallow wells whose purpose will shift from continuous use to emergency backup. This Agreement is for preparing a report with conceptual design features for the well transition process and 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

ENGINEER will provide the following Services to OWNER.

Emergency Well Transition Plan

1. Attend a kickoff meeting with OWNER.
2. Communicate with OWNER to gather data on up to eight existing wells and up to seven 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 OWNER'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.

City of Crest Hill
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January 19, 2023

- 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 OWNER and incorporate comments, as appropriate.
 - 6. Submit two bound hard copies of the report to OWNER and IEPA.

SWPP

- 1. Attend a kickoff meeting with OWNER.
- 2. Review existing OWNER-provided source and finished water quality data, current resources to protect OWNER's source water supply, known potential sources of source water pollution, and delineation of OWNER's source water supply.
- 3. Review the existing IEPA source water assessment (SWA) data and request an updated assessment, if needed.
- 4. Perform up to two site reviews of the OWNER'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 utilizing geographic information systems. 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 one day of site review and desktop surveys.
- 6. Prepare a draft SWPP for submittal to OWNER, including the sections below, in accordance with the Illinois Administrative Code Title 35 Part 604, Subpart C; the American Water Works Association (AWWA) G300-14 standard; and AWWA Manual of Water Supply Practices M21.
 - a. Vision plan
 - b. SWA
 - c. Action plan
- 7. Attend a meeting with OWNER to review the draft SWPP.
- 8. Incorporate OWNER comments, as appropriate, and finalize and submit the SWPP to OWNER before submittal to the IEPA.
- 9. Incorporate IEPA comments, as appropriate, for resubmittal to the IEPA (if needed).

City of Crest Hill
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January 19, 2023

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. Design or Permitting: Any services of these types will be provided through a separate agreement with OWNER.
3. Establishment of a Local Planning Team (LPT): Any services involved in establishing a LPT responsible for implementing and maintaining a SWPP for OWNER will be provided through a separate agreement with OWNER.
4. 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.
5. Groundwater Model Preparation: Preparation of a groundwater model of up to eight 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 OWNER on the existing aquifer materials and well characteristics can be provided through a separate agreement with OWNER, if requested.
6. 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.
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 Agreement.
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 agreement with OWNER.
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 OWNER.

Compensation

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

OWNER shall compensate Strand for SWPP Services a lump sum of \$30,000.

City of Crest Hill
Page 4
January 19, 2023

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 sums for the Services are 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 sums that reflects any wage scale adjustments made.

The lump sums 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 June 30, 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.
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.
7. Pay all permit and plan review fees payable to regulatory agencies.

City of Crest Hill
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January 19, 2023

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 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.

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.

City of Crest Hill
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January 19, 2023

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:

STRAND ASSOCIATES, INC.[®]

OWNER:

CITY OF CREST HILL

Joseph M. Bunker
Corporate Secretary

Date

Raymond Soliman
Mayor

Date



Agenda Memo**Crest Hill, IL**

Meeting Date:	2/6/2023
Submitter:	Mark Siefert, Director of Public Works
Department:	Public Works
Agenda Item:	Approval of Pay Request #6 from Williams Brother Construction Inc. with direction to send it to the IEPA for approval and disbursement for total amount of \$508,465.30.

Summary:

Strand and Staff have reviewed the attached pay request from Williams Brothers Construction Inc (WBCI) for the East Plant Phosphorus Project and are asking council to approve it along with the invoice in the list of bills. Staff will then submit the pay request to the IEPA. Once the City, receives the disbursement check from the IEPA the City will release the check to WBCI.

Recommended Council Action:

Approval of Pay Request #6 from Williams Brother Construction Inc. with direction to send it to the IEPA for approval and disbursement for a total amount of \$508,465.30.

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

Pay Request #6



January 19, 2023

Mr. Mark Siefert, Director of Public Works
City of Crest Hill
1610 Plainfield Road
Crest Hill, IL 60403

Re: Crest Hill East Water Reclamation Facility Phosphorus Removal Upgrades
City of Crest Hill, Illinois (City)

Dear Mr. Siefert:

Enclosed is Pay Application No. 6, along with a Certified Payroll for the City's East Water Reclamation Facility Phosphorus Removal Upgrades project. A summary of the Contract status is shown on each enclosed Application for Payment.

Williams Brothers Construction, Inc. (Contractor) is requesting a total of \$508,465.30 for the work performed between December 1 and 31, 2022. Please refer to its breakdowns of values in the enclosed pay application. This value includes material and equipment storage, general overhead and profit, and continuing construction of the anaerobic selector tank adjacent to the oxidation ditch. Strand Associates, Inc.[®] has reviewed the pay application submitted by the Contractor and recommends the Application for Payment Request in the amount of \$508,465.30.

The current total Contract amount is \$4,930,000, and there have been no change orders to date. Total work completed through December 31, 2022, is \$1,683,011.89. A total of \$168,301.19 is being held in retainage, in accordance with the Contract Documents.

Sincerely,

STRAND ASSOCIATES, INC.[®]

Michael G. Ott, P.E.

Enclosures

SUMMARY SHEET

APPLICATION FOR PAYMENT

OWNER: City of Crest Hill, Illinois PROJECT: East WRF Phosphorus Removal Upgrades
 CONTRACTOR: Williams Brothers Construction Inc. CONTRACT: 1-2022
 FOR PERIOD ENDING: 12/31/2022 PAYMENT APPLICATION DATE: 12/31/2022
 PAYMENT APPLICATION NO.: 6

CONTRACT AMOUNT

ORIGINAL CONTRACT AMOUNT	\$4,930,000
PLUS: ADDITIONS TO CONTRACT	\$0
LESS: DEDUCTIONS FROM CONTRACT	\$4,930,000
ADJUSTED CONTRACT AMOUNT TO DATE	\$4,930,000

WORK PERFORMED

COST OF WORK COMPLETED	\$1,683,011.89
PLUS MATERIALS STORED (ATTACH SCHEDULE)	\$
NET AMOUNT EARNED TO DATE	\$1,683,011.89
LESS AMOUNT OF RETAINAGE	\$168,301.19
SUBTOTAL	\$1,514,710.70
LESS PREVIOUS PAYMENTS	\$(1,006,245.40)
AMOUNT DUE THIS APPLICATION	\$508,465.30

CONTRACTOR's Certification:

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



Required lien waivers attached.

Dated 1/4/2023Williams Brothers Construction, Inc.

CONTRACTOR

By



(Authorized Signature)

By



(Print Name)

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 1/5, 2023STRAND ASSOCIATES, INC.®

By



(Authorized Signature)

By



(Print Name)

APPLICATION FOR PAYMENT NO. 6**WBCI Invoice No 12 22 553 6**

TO OWNER: City of Crest Hill
1610 Plainfield Road
Crest Hill, Illinois 60403

FROM CONTRACTOR: Williams Brothers Construction Inc. ; PO Box 1366; Peoria, IL 61654
From: Jacob Lee Ph 309.688.0416; Fax 309.688.0891

Engineer: Strand Associates, Inc., 910 West Wingra Drive, Madison WI 53715
Att'n: Tim Juskiewicz Ph 608.251.4843 Fax: 608.251.8655

CONTRACT FOR: General
PROJECT: East Water Reclamation Facility Phosphorus Removal Upgrades
OWNER's Contract No. ENGINEER's Project No.
For Work accomplished through the date of: **December 31, 2022**

Continuation Sheet is attached.

1. Original Contract Price :	4,930,000.00
2. Net Change by Change Orders and Written Amendments (+ or -)	0.00
3. Current contract Price (1 plus 2) :	4,930,000.00
4. Total completed and stored to date:.....	1,683,011.89
5. Retainage (per agreement) :	
a. 10%	(168,301.19)
b. 10 % of Stored Material.....	
Total Retainage (Line 5a + 5b)	(168,301.19)
6. Total completed and stored to date less retainage (4 minus 5) :	1,514,710.70
7. Less previous Application for Payments:	
(Line 6 from prior Certificate)	(1,006,245.40)
8. DUE THIS APPLICATION (6 MINUS 7) :	508,465.30

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payments numbered 1 through 5 inclusive; (2) title to all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as are covered by Bond acceptable to OWNER indemnifying OWNER against any such lien, claim, security interest or encumbrance); and (3) all Work covered by this application for Payment is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.

Dated December 31, 2022 PER. TO:

December 31, 2022 By:

CONTRACTOR By: Jacqueline Smith, Treasurer

☐ Required lien waivers attached.

Payment of the above AMOUNT DUE THIS APPLICATION is recommended

Dated: _____

STRAND ASSOCIATES, INC.

BY: _____

Item 9.

CONTINUATION SHEET

Application No. 6
APPL. DATE: December 31, 2022PER. TO: December 31, 2022
ARCHITECT'S PROJECT NO.:

ITEM NO.	DESCRIPTION	SUPPLIER/ SUBCONTRACTOR	SCHEDULED VALUE	PREV. APPL.	WORK COMPLETED THIS PERIOD	MATERIALS STORED	TOTAL COMPI. & STORED	% Complete	BALANCE TO FINISH	RETAINAGE
6	Div. #1 General Conditions		0.00					34.14%		
7	Bond and Insurance	Williams Brothers Const. Inc.	200,000.00	200,000.00			200,000.00	100%	0.00	20,000.00
8	Submittal Exchange	Williams Brothers Const. Inc.	6,000.00	6,000.00			6,000.00	100%	0.00	600.00
9	Mobilization	Williams Brothers Const. Inc.	200,000.00	100,000.00			100,000.00	50%	100,000.00	10,000.00
10	Demobilization	Williams Brothers Const. Inc.	20,000.00	0.00			0.00	0%	20,000.00	0.00
11	General Overhead and Profit	Williams Brothers Const. Inc.	402,420.49	93,763.97			138,030.23	34%	264,390.26	13,803.02
12	Div. #2 Existing Conditions									
13	Sheet 16 Demolition	Williams Brothers Const. Inc.	36,985.00	0.00			0.00	0%	36,985.00	0.00
14	Sheet 25 Demolition	Williams Brothers Const. Inc.	34,190.00	0.00			0.00	0%	34,190.00	0.00
15	Sheet 28 Demolition	Williams Brothers Const. Inc.	1,970.00	0.00			0.00	0%	1,970.00	0.00
16	Sheet 29 Demolition	Williams Brothers Const. Inc.	10,975.00	0.00			0.00	0%	10,975.00	0.00
17	Sheet 05-D1.01 Site Demo	Williams Brothers Const. Inc.	7,927.00	792.70			792.70	10%	7,134.30	79.27
18	Div. #3 Concrete									
19	Oxidation Ditch Str. 4000									
20	Rebar	Harris	34,941.47	32,978.57			32,978.57	94%	1,962.90	3,297.86
21	Rebar	Mid-State	18,928.95	14,290.82			14,290.82	75%	4,638.13	1,429.08
22	Walls	Ozinga/Narvik	8,151.20	8,151.20			16,302.40	100%	0.00	1,630.24
23	Walls	Williams Brothers Const. Inc.	134,708.00	101,031.00			134,708.00	100%	0.00	13,470.80
24	Base Slabs	Ozinga	11,036.55	11,036.55			11,036.55	100%	0.00	1,103.66
25	Base Slabs	Williams Brothers Const. Inc.	22,017.00	22,017.00			22,017.00	100%	0.00	2,201.70
26	Suspended Slab on Grade	Ozinga	1,835.40	0.00			0.00	0%	1,835.40	0.00
27	Suspended Slab on Grade	Williams Brothers Const. Inc.	21,626.00	0.00			0.00	0%	21,626.00	0.00
28	Chemical Phosphorus Str. 8000									
29	Rebar	Harris	5,662.93	5,662.93			5,662.93	100%	0.00	566.29
30	Rebar	Mid-State	3,067.79	2,613.56			2,613.56	85%	454.23	261.36
31	Walls	Ozinga	1,952.70	0.00			1,952.70	100%	0.00	195.27
32	Walls	Williams Brothers Const. Inc.	16,628.50	0.00			16,628.50	100%	0.00	1,662.85
33	Base Slabs	Ozinga	2,310.35	0.00			2,310.35	100%	0.00	231.04
34	Base Slabs	Williams Brothers Const. Inc.	5,533.25	0.00			5,533.25	100%	0.00	553.33
35	Slab on Grade-Stairs	Ozinga	67.85	0.00			0.00	0%	67.85	0.00
36	Slab on Grade-Stairs	Williams Brothers Const. Inc.	377.25	0.00			0.00	0%	377.25	0.00
37	Suspended Slab on Grade	Ozinga	119.60	0.00			0.00	0%	119.60	0.00
38	Suspended Slab on Grade	Williams Brothers Const. Inc.	1,529.75	0.00			0.00	0%	1,529.75	0.00
39	Div. #4 Sludge Tank									
40	Rebar	Harris	11,783.05	401.40			401.40	3%	11,381.65	40.14
41	Rebar	Mid-State	6,383.26	0.00			0.00	0%	6,383.26	0.00
42	Walls	Ozinga	7,748.70	0.00			0.00	0%	7,748.70	0.00
43	Walls	Williams Brothers Const. Inc.	36,254.00	0.00			0.00	0%	36,254.00	0.00
44	Base Slabs	Ozinga	7,530.20	0.00			0.00	0%	7,530.20	0.00
45	Base Slabs	Williams Brothers Const. Inc.	21,629.75	0.00			0.00	0%	21,629.75	0.00
46	Div. #5 Metals									
47	Misc. Metals	Pleasant Mount Welding, Inc.	11,930.00	8,653.00			8,653.00	73%	3,277.00	865.30
48	Misc. Metals	Williams Brothers Const. Inc.	1,360.00	0.00			0.00	0%	1,360.00	0.00
49	Aluminum Handrails	Golden Railings	9,750.00	9,750.00			9,750.00	100%	0.00	975.00
50	Aluminum Handrails	Williams Brothers Const. Inc.	15,840.00	0.00			0.00	0%	15,840.00	0.00
51	Div. #6 Woods and Plastics									
52	Fiberglass Fabrications & Grating	Mona Composites	15,460.00	1,110.00			1,110.00	7%	14,350.00	111.00
53	Fiberglass Fabrications	Williams Brothers Const. Inc.	8,800.00	0.00			0.00	0%	8,800.00	0.00
54	FRP Chemical Tank	Plas-Tanks Industries	45,067.00	0.00			0.00	0%	45,067.00	0.00
55	FRP Chemical Tank	G.A. Rich & Sons	4,500.00	0.00			0.00	0%	4,500.00	0.00

Item 9.

CONTINUATION SHEET										Application No. 6		December 31, 2022		PER. TO: December 31, 2022		ARCHITECT'S PROJECT NO.:	
ITEM NO.		DESCRIPTION	SUPPLIER SUBCONTRACTOR	SCHEDULED VALUE	PREV APPL	WORK COMPLETED THIS PERIOD	MATERIALS STORED	TOTAL COMPI & STORED	% Complete	BALANCE TO FINISH	RETAINAGE						
Div. #9 Finishes																	
61		Oxidation Ditch Str. 4000															
62		Painting	RP Coatings	200.00	0.00			0.00	0%	200.00	0.00						
63	099100	Painting	RP Coatings	2,000.00	0.00			0.00	0%	2,000.00	0.00						
64	099100	CP Removal Building															
65		Chemical Resistant Coating	RP Coatings	5,000.00	0.00			0.00	0%	5,000.00	0.00						
66	099635	Chemical Resistant Coating	RP Coatings	10,600.00	0.00			0.00	0%	10,600.00	0.00						
67	099635	Sludge Pump Building Str. 23000															
68		Painting	RP Coatings	760.00	0.00			0.00	0%	760.00	0.00						
69	099100	Painting	RP Coatings	6,000.00	0.00			0.00	0%	6,000.00	0.00						
70	099100	Sludge Storage Tank #4															
71		Painting	RP Coatings	300.00	0.00			0.00	0%	300.00	0.00						
72	099100	Painting	RP Coatings	3,000.00	0.00			0.00	0%	3,000.00	0.00						
73	099100	Diversion Structure Manhole															
74		Manhole Lining	RP Coatings	5,000.00	0.00			0.00	0%	5,000.00	0.00						
75	098821	Manhole Lining	RP Coatings	10,000.00	0.00			0.00	0%	10,000.00	0.00						
76	098821	Information Specialties															
77	Div. #10	Fire Extinguishers	Williams Brothers Const. Inc.	120.00	0.00			0.00	0%	120.00	0.00						
78		Fire Extinguishers	Williams Brothers Const. Inc.	30.00	0.00			0.00	0%	30.00	0.00						
79		Plastic & Metal Signs	Zendavor	811.27	684.95			684.95	84%	126.32	68.50						
80		Plastic & Metal Signs	Williams Brothers Const. Inc.	90.00	0.00			0.00	0%	90.00	0.00						
81		Special Construction															
82	Div. #13	Prefab Chemical Phosphorus Removal Building	Metropolitan Pump Company	378,263.00	0.00			0.00	0%	378,263.00	0.00						
83		Prefab Chemical Phosphorus Removal Building	Williams Brothers Const. Inc.	10,500.00	0.00			0.00	0%	10,500.00	0.00						
84		Electrical															
85	Div. #26	Collection System Diversion Structure Control Panel	Energies	31,940.00	0.00			0.00	0%	31,940.00	0.00						
86		Instruments (ISO Flowmeterand Vega Puls Radar)	Energies	12,195.00	0.00			0.00	0%	12,195.00	0.00						
87		SCADA Integration Programming	Energies	11,035.00	0.00			0.00	0%	11,035.00	0.00						
88		O&M, Start Up, Training	Energies	6,130.00	0.00			0.00	0%	6,130.00	0.00						
89		Project Initiation	Concentric Integration	2,450.00	247.50			247.50	10%	2,202.50	24.75						
90		Project Management	Concentric Integration	40,380.00	22,493.75			22,493.75	56%	17,886.25	2,249.38						
91		Control Panel Design	Concentric Integration	38,300.00	0.00			0.00	0%	38,300.00	0.00						
92		PLC, OIT & SCADA Programming	Concentric Integration	40,210.00	0.00			0.00	0%	40,210.00	0.00						
93		O&M Drawings	Concentric Integration	4,320.00	0.00			0.00	0%	4,320.00	0.00						
94		Enhancement Time	Concentric Integration	37,270.00	0.00			0.00	0%	37,270.00	0.00						
95		Control and Instrumentation	Concentric Integration					0.00	0%	74,127.00	0.00						
96		Motor Control Centers/VFDs	Concentric Integration	74,127.00	0.00			0.00	0%	74,127.00	0.00						
97		Equipment	Concentric Integration					0.00	0%	0.00	0.00						
98		Control Panels	Concentric Integration	23,144.00	0.00			0.00	0%	23,144.00	0.00						
99		Instrumentation	Concentric Integration	13,399.00	0.00			0.00	0%	13,399.00	0.00						
100		Oxidation Ditch Str. 4000															
101		Electrical	Elliot Electric	15,000.00	0.00			0.00	0%	15,000.00	0.00						
102		Electrical Demo	Elliot Electric	2,500.00	500.00			500.00	20%	2,000.00	50.00						
103		Electrical Install	Elliot Electric	22,000.00	0.00			0.00	0%	22,000.00	0.00						
104		Start Up	Elliot Electric	500.00	0.00			0.00	0%	500.00	0.00						
105		Chemical Phosphorus Str. 8000															
106		Electrical	Elliot Electric	8,000.00	0.00			0.00	0%	8,000.00	0.00						
107		Electrical Install	Elliot Electric	9,000.00	0.00			0.00	0%	9,000.00	0.00						
108		Start Up	Elliot Electric	1,000.00	0.00			0.00	0%	1,000.00	0.00						
109		Sludge Pump Building Str. 23000															
110		Electrical	Elliot Electric	2,000.00	0.00			0.00	0%	2,000.00	0.00						
111		Electrical Demo	Elliot Electric	500.00	0.00			0.00	0%	500.00	0.00						
112		Electrical Install	Elliot Electric	3,500.00	0.00			0.00	0%	3,500.00	0.00						
113		Start Up	Elliot Electric	500.00	0.00			0.00	0%	500.00	0.00						
114																	

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CONTINUATION SHEET

Application No. 6
APPL. DATE: December 31, 2022

PER. TO: December 31, 2022
ARCHITECTS PROJECT NO.:

ITEM NO.	DESCRIPTION	SUPPLIER/ SUBCONTRACTOR	SCHEDULED VALUE	WORK COMPLETED PREV APPL.	THIS PERIOD	MATERIALS STORED	TOTAL COMPLET & STORED	% Complete	BALANCE TO FINISH	RETAINAGE
115	Sludge Storage Tank Str. 25000									
116	Electrical	M Elliot Electric	2,000.00	0.00			0.00	0%	2,000.00	0.00
117	Electrical Install	L Elliot Electric	5,500.00	0.00			0.00	0%	5,500.00	0.00
118	Electrical Labor	L Elliot Electric	500.00	0.00			0.00	0%	500.00	0.00
119	Structure 98									
120	Electrical	M Elliot Electric	15,000.00	0.00			0.00	0%	15,000.00	0.00
121	Electrical Install	L Elliot Electric	24,000.00	0.00			0.00	0%	24,000.00	0.00
122	Start Up	L Elliot Electric	1,000.00	0.00			0.00	0%	1,000.00	0.00
123	Generator	M Elliot Electric	19,760.00	0.00			0.00	0%	19,760.00	0.00
124	Generator	L Elliot Electric	12,500.00	0.00			0.00	0%	12,500.00	0.00
125	Site Handholes	M Elliot Electric	1,000.00	0.00			0.00	0%	1,000.00	0.00
126	Site Handholes	L Elliot Electric	2,000.00	0.00			0.00	0%	2,000.00	0.00
127	Site Poles/Feeders	M Elliot Electric	14,000.00	1,500.00			1,500.00	11%	12,500.00	150.00
128	Site Poles/Feeders	L Elliot Electric	23,000.00	1,500.00			1,500.00	7%	21,500.00	150.00
129	Lighting Protection	M Elliot Electric	11,180.00	0.00			0.00	0%	11,180.00	0.00
130	Lighting Protection	L Elliot Electric	12,500.00	500.00			500.00	4%	12,000.00	50.00
131	Lighting	M Elliot Electric	6,500.00	0.00			0.00	0%	6,500.00	0.00
132	Lighting	L Elliot Electric	10,000.00	0.00			0.00	0%	10,000.00	0.00
133	Fire Alarm	M Elliot Electric	500.00	0.00			0.00	0%	500.00	0.00
134	Fire Alarm	L Elliot Electric	3,500.00	0.00			0.00	0%	3,500.00	0.00
135	Arc Flash System	M Elliot Electric	2,500.00	0.00			0.00	0%	2,500.00	0.00
136	Arc Flash Labels	L Elliot Electric	500.00	0.00			0.00	0%	500.00	0.00
137	Supervision	M Elliot Electric	46,000.00	10,500.00			10,500.00	23%	35,500.00	1,050.00
138	Misc Job Expenses	L Elliot Electric	13,460.00	0.00			0.00	0%	13,460.00	0.00
139	Office	M Elliot Electric	10,000.00	2,250.00			2,250.00	23%	7,750.00	225.00
140	Earthwork									
141	Mobilization, Demobilization and Supervisor	L Concord Excavating	11,000.00	7,430.00			7,430.00	68%	3,570.00	743.00
142	Silt Fence	L Concord Excavating	3,000.00	3,000.00			3,000.00	100%	0.00	300.00
143	Site Grading	L Concord Excavating	43,000.00	6,000.00			6,000.00	14%	37,000.00	600.00
144	Oxidation Ditch Excavation	L Concord Excavating	22,000.00	22,000.00			22,000.00	100%	0.00	2,200.00
145	Oxidation Ditch Backfill	L Concord Excavating	27,000.00	0.00			0.00	0%	27,000.00	0.00
146	Storage Tank Excavation	L Concord Excavating	21,000.00	0.00			0.00	0%	21,000.00	0.00
147	Storage Tank Backfill	L Concord Excavating	5,000.00	0.00			0.00	0%	5,000.00	0.00
148	Chemical Tank Excavation	L Concord Excavating	8,000.00	8,000.00			8,000.00	100%	0.00	800.00
149	Chemical Tank Backfill	L Concord Excavating	5,000.00	0.00			0.00	0%	5,000.00	0.00
150	Spills Offsite	L Concord Excavating	26,000.00	20,000.00			20,000.00	77%	6,000.00	2,000.00
151	Exterior Improvements									
152	Paving	M Glander Paving	19,000.00	0.00			0.00	0%	19,000.00	0.00
153	Paving	L Glander Paving	31,000.00	0.00			0.00	0%	31,000.00	0.00
154	Sidewalks	M Ozinga	2,976.00	0.00			0.00	0%	2,976.00	0.00
155	Sidewalks	L Williams Brothers Const. Inc.	4,013.00	0.00			0.00	0%	4,013.00	0.00
156	Seeding	M/L Williams Brothers Const. Inc.	1,200.00	0.00			0.00	0%	1,200.00	0.00
157	Utilities									
158	Glass-Lied Steel Sludge Storage Tank	M Cady Aquastore	321,000.00	0.00			0.00	0%	321,000.00	0.00
159	Glass-Lied Steel Sludge Storage Tank	L Cady Aquastore	132,000.00	0.00			0.00	0%	132,000.00	0.00
160	Start-Up & Owner Training	L Cady Aquastore	2,000.00	0.00			0.00	0%	2,000.00	0.00
161	Bypass Pumping	L Williams Brothers Const. Inc.	20,000.00	0.00			0.00	0%	20,000.00	0.00
162	Overhead and Profit	L Williams Brothers Const. Inc.	126,100.00	42,874.00			42,874.00	34%	83,226.00	4,287.40
163	Mobilization	L G.A. Rich & Sons, Inc	30,000.00	12,000.00			12,000.00	40%	18,000.00	1,200.00
164	Site Proc Piping PRC	L G.A. Rich & Sons, Inc	18,000.00	0.00			0.00	0%	18,000.00	0.00
165	Site Proc Piping PRC	M G.A. Rich & Sons, Inc	1,200.00	0.00			0.00	0%	1,200.00	0.00
166	Cutting & Capping	L G.A. Rich & Sons, Inc	15,000.00	0.00			0.00	0%	15,000.00	0.00
167	Cutting & Capping	M G.A. Rich & Sons, Inc	7,000.00	0.00			0.00	0%	7,000.00	0.00
168	Site Process Piping Storm	L G.A. Rich & Sons, Inc	12,000.00	0.00			0.00	0%	12,000.00	0.00
169	Site Process Piping Storm	M G.A. Rich & Sons, Inc	3,900.00	0.00			0.00	0%	3,900.00	0.00
170	Site Valve & Material Man Hole 1&2	L G.A. Rich & Sons, Inc	13,000.00	650.00			650.00	5%	12,350.00	65.00
171	Site Valve & Material Man Hole 1&2	M G.A. Rich & Sons, Inc	11,300.00	0.00			0.00	0%	11,300.00	0.00
172	Site DIP NPV	L G.A. Rich & Sons, Inc	7,500.00	5,625.00			5,625.00	75%	1,875.00	562.50
173	Site DIP NPV	M G.A. Rich & Sons, Inc	2,000.00	2,000.00			2,000.00	100%	0.00	200.00

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CONTINUATION SHEET

Application No. 6
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ARCHITECT'S PROJECT NO.:

ITEM NO.	DESCRIPTION	SUPPLIER/SUBCONTRACTOR	SCHEDULED VALUE	PREV. APPL.	WORK COMPLETED THIS PERIOD	MATERIALS STORED	TOTAL COMPLETED & STORED	% Complete	BALANCE TO FINISH	RETAINAGE
174	Site DIP Domestic	L G.A. Rich & Sons, Inc	7,500.00		0.00		0.00	0%	7,500.00	0.00
175	Site DIP Domestic	M G.A. Rich & Sons, Inc	1,000.00		0.00		0.00	0%	1,000.00	0.00
176	Site DIP Plant Intf	L G.A. Rich & Sons, Inc	15,000.00		0.00		0.00	0%	15,000.00	0.00
177	Site DIP Plant Intf	M G.A. Rich & Sons, Inc	10,000.00		0.00		0.00	0%	10,000.00	0.00
178	Site DIP RAS	L G.A. Rich & Sons, Inc	20,000.00		0.00		0.00	0%	20,000.00	0.00
179	Site DIP RAS	M G.A. Rich & Sons, Inc	20,000.00		15,000.00		15,000.00	75%	5,000.00	1,500.00
180	Site DIP TDSL	L G.A. Rich & Sons, Inc	40,000.00		2,000.00		2,000.00	5%	38,000.00	200.00
181	Site DIP TDSL	M G.A. Rich & Sons, Inc	30,000.00		30,000.00		30,000.00	100%	0.00	3,000.00
182	Site DIP SMD	L G.A. Rich & Sons, Inc	35,000.00		1,750.00		1,750.00	5%	33,250.00	175.00
183	Site DIP SMD	M G.A. Rich & Sons, Inc	25,000.00		12,000.00		12,000.00	48%	13,000.00	1,200.00
184	Site DIP SMS	L G.A. Rich & Sons, Inc	35,000.00		0.00		0.00	0%	35,000.00	0.00
185	Site DIP SMS	M G.A. Rich & Sons, Inc	25,000.00		12,000.00		12,000.00	48%	13,000.00	1,200.00
186	Site DIP Drain Lines	L G.A. Rich & Sons, Inc	50,000.00		2,500.00		2,500.00	5%	47,500.00	250.00
187	Site DIP Drain Lines	M G.A. Rich & Sons, Inc	25,000.00		10,000.00		10,000.00	40%	15,000.00	1,000.00
188	Process Interconnections									
189	Oxidation Ditch bldg 4000									
190	Sluice Gate 20" Opening	M RW Gate	17,590.00		0.00	9,350.00	9,350.00	52%	8,640.00	935.00
191	Sluice Gate 20" Opening	L Williams Brothers Const. Inc.	3,500.00		0.00		0.00	0%	3,500.00	0.00
192	Start-Up & Owner Training	L RW Gate	840.00		0.00		0.00	0%	840.00	0.00
193	Sluice Gate 16" Opening	M RW Gate	16,590.00		8,890.00	7,700.00	16,590.00	100%	0.00	1,659.00
194	Sluice Gate 16" Opening	L Williams Brothers Const. Inc.	3,500.00		0.00		0.00	0%	3,500.00	0.00
195	Start-Up & Owner Training	L RW Gate	840.00		0.00		0.00	0%	840.00	0.00
196	Weir Gate	M RW Gate	13,530.00		0.00	13,530.00	13,530.00	100%	0.00	1,353.00
197	Weir Gate	L Williams Brothers Const. Inc.	3,500.00		0.00		0.00	0%	3,500.00	0.00
198	Start-Up & Owner Training	L RW Gate	840.00		0.00		0.00	0%	840.00	0.00
199	Process Valves	L G.A. Rich & Sons, Inc	15,000.00		0.00		1,500.00	10%	13,500.00	150.00
200	Process Valves	M G.A. Rich & Sons, Inc	50,000.00		30,000.00		30,000.00	60%	20,000.00	3,000.00

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CONTINUATION SHEET										Application No. 6		December 31, 2022		PER. TO: ARCHITECTS PROJECT NO.:		December 31, 2022	
ITEM NO.		DESCRIPTION	SUPPLIER / SUBCONTRACTOR	SCHEDULED VALUE	PREV APPL.	WORK COMPLETED THIS PERIOD	MATERIALS STORED	TOTAL COMPL & STORED	% Complete	BALANCE TO FINISH	RETAINAGE						
201		Diversion Structure															
202		Sluice Gate	M RW Gate	18,300.00	0.00		12,695.00	12,695.00	69%	5,605.00	1,269.50						
203		Sluice Gate	L Williams Brothers Const. Inc.	3,500.00	0.00			0.00	0%	3,500.00	0.00						
204		Start-Up & Owner Training	L RW Gate	840.00	0.00			0.00	0%	840.00	0.00						
205		Slide Gate	M RW Gate	18,080.00	0.00		12,465.00	12,465.00	69%	5,615.00	1,246.50						
206		Slide Gate	L Williams Brothers Const. Inc.	3,500.00	0.00			0.00	0%	3,500.00	0.00						
207		Start-Up & Owner Training	L RW Gate	840.00	0.00			0.00	0%	840.00	0.00						
208		Portable Operator	M RW Gate	4,400.00	0.00		4,400.00	4,400.00	100%	0.00	440.00						
209		Valves	M LAI	206,502.54	1,502.54		109,000.00	110,502.54	54%	96,000.00	11,050.25						
210		Valves	L G.A. Rich & Sons, Inc	11,000.00	0.00			0.00	0%	11,000.00	0.00						
211		Chemical Building Str. 8000															
212		Process Valves	L G.A. Rich & Sons, Inc	13,500.00	0.00			0.00	0%	13,500.00	0.00						
213		Process Valves	M G.A. Rich & Sons, Inc	10,300.00	0.00			0.00	0%	10,300.00	0.00						
214		Sludge Pump Building Str. 23000															
215		Process Valves	L G.A. Rich & Sons, Inc	39,000.00	0.00			0.00	0%	39,000.00	0.00						
216		Process Valves	M G.A. Rich & Sons, Inc	70,000.00	50,000.00			50,000.00	71%	20,000.00	5,000.00						
217		Sludge Storage Tank Str. 25000															
218		Process Valves	L G.A. Rich & Sons, Inc	38,000.00	0.00			0.00	0%	38,000.00	0.00						
219		Process Valves	M G.A. Rich & Sons, Inc	111,000.00	80,000.00			80,000.00	72%	31,000.00	8,000.00						
220	Div. #41	Material Processing and Handling Equipment															
221		David Crane	M Xylem	15,782.31	0.00		15,782.31	15,782.31	100%	0.00	1,578.23						
222		David Crane	L Williams Brothers Const. Inc.	1,320.00	0.00			0.00	0%	1,320.00	0.00						
223	Div. #43	Process Gas and Liquid Handling, Purification, and Storage Equipment															
224		Sludge Loading Pump	M Boeiger	86,795.00	0.00		86,795.00	86,795.00	100%	0.00	8,679.50						
225		Sludge Loading Pump	L G.A. Rich & Sons, Inc	2,200.00	0.00			0.00	0%	2,200.00	0.00						
226		Start-Up & Owner Training	M Boeiger	2,000.00	0.00			0.00	0%	2,000.00	0.00						
227	Div. #46	Water and Wastewater Equipment															
228		Chemical Phosphorus Removal Equipment	M Drydon	64,500.00	0.00		64,500.00	64,500.00	100%	0.00	6,450.00						
229		Chemical Phosphorus Removal Equipment	L G.A. Rich & Sons, Inc	7,000.00	0.00			0.00	0%	7,000.00	0.00						
230		Start-Up & Owner Training		1,000.00	0.00			0.00	0%	1,000.00	0.00						
231		Project Inspection and Coordination		30,000.00	15,000.00			15,000.00	50%	15,000.00	1,500.00						
232		Sludge Storage Mixing Systems	M Evoqua	62,000.00	55,800.00			55,800.00	90%	6,200.00	5,580.00						
233		Sludge Storage Mixing Systems	L G.A. Rich & Sons, Inc	4,000.00	0.00			0.00	0%	4,000.00	0.00						
234		Start-Up & Owner Training	M Evoqua	9,380.00	0.00			0.00	0%	9,380.00	0.00						
235		Internal Recycle Pump	M Xylem	34,794.89	0.00		34,794.89	34,794.89	100%	0.00	3,479.49						
236		Internal Recycle Pump	L G.A. Rich & Sons, Inc	2,800.00	0.00			0.00	0%	2,800.00	0.00						
237		Start-Up & Owner Training	M Xylem	2,139.00	0.00			0.00	0%	2,139.00	0.00						
238		Submersible Mixers	M Xylem	84,876.34	0.00		78,391.54	78,391.54	92%	6,484.80	7,839.15						
239		Submersible Mixers	L G.A. Rich & Sons, Inc	3,000.00	0.00			0.00	0%	3,000.00	0.00						
240		Start-Up & Owner Training	M Xylem	2,840.00	0.00			0.00	0%	2,840.00	0.00						
241		Anchor Bolts	M Xylem	1,538.46	0.00		1,538.46	1,538.46	100%	0.00	153.85						
242		Freight	M Xylem	6,029.00	0.00			0.00	0%	6,029.00	0.00						
243																	
244		Unit Prices															
245	312300	Unsuitable Foundation Material for Structures	550 CY x \$70	38,500.00	0.00			0.00	0%	38,500.00	0.00						
246	312300	Unsuitable Foundation Material for Utility Trenches	20 CY x \$70	1,400.00	0.00			0.00	0%	1,400.00	0.00						
247	312300	Removal of Non-CCDD Material	20 Tons x \$50	1,000.00	0.00			0.00	0%	1,000.00	0.00						
248	312316.26	Rock Excavation for Structures and Roads	30 CY x \$120	3,600.00	3,600.00			3,600.00	100%	0.00	360.00						
249	312316.26	Rock Excavation for Utility and Trenches	40 CY x \$120	4,800.00	0.00			0.00	0%	4,800.00	0.00						
250																	
251																	
252																	
253																	
254		Totals		4,930,000.00	1,118,050.44	114,019.25	450,942.20	1,683,011.89	34.14%	3,246,988.11	168,301.19						

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CONTINUATION SHEET

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APPL. DATE: December 31, 2022PER. TO: December 31, 2022
ARCHITECTS PROJECT NO.:

ITEM NO.	DESCRIPTION	SUPPLIER/ SUBCONTRACTOR	SCHEDULED VALUE	WORK COMPLETED PREV APPL	THIS PERIOD	MATERIALS STORED	TOTAL COMPL \$ STORED	% Complete	BALANCE TO FINISH	RETAINAGE
255	Change Orders							0%	0.00	0.00
256								0%	0.00	0.00
257								0%	0.00	0.00
258								0%	0.00	0.00
259								0%	0.00	0.00
260								0%	0.00	0.00
261								0%	0.00	0.00
262								0%	0.00	0.00
263								0%	0.00	0.00
264								0%	0.00	0.00
Total Change Orders			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REVISED CONTRACT AMT			4,830,000.00	1,118,050.44	114,019.25	450,942.20	1,683,011.89	0.34	3,246,988.11	168,301.19

Item 9.

CONTINUATION SHEET

Application No. 6
APPL. DATE: December 31, 2022PER. TO: December 31, 2022
ARCHITECT'S PROJECT NO.:

ITEM NO.	DESCRIPTION	SUPPLIER/ SUBCONTRACTOR	SCHEDULED VALUE	PREV. APPL.	WORK COMPLETED THIS PERIOD	MATERIALS STORED	TOTAL COMPLET. & STORED	% Complete	BALANCE TO FINISH	RETAINAGE
265										
266		Boerger LLC	88,795.00	0.00	0.00	88,795.00	88,795.00	0%	2,000.00	8,679.50
267		Cady Aquastore	455,000.00	0.00	0.00	0.00	0.00	0%	455,000.00	0.00
268		Concord Excavating	171,000.00	66,430.00	0.00	0.00	66,430.00	0%	104,570.00	6,643.00
269		Concentric Integration	273,600.00	22,741.25	0.00	0.00	22,741.25	0%	214,315.75	2,274.13
270		Dryden Equipment Inc.	64,500.00	0.00	0.00	64,500.00	64,500.00	0%	0.00	6,450.00
271		Elliot Electric, Inc.	301,400.00	16,750.00	0.00	0.00	16,750.00	0%	284,650.00	1,675.00
272		Energies	61,300.00	0.00	0.00	0.00	0.00	0%	61,300.00	0.00
273		Evotqua Water Technologies	62,000.00	55,800.00	0.00	0.00	55,800.00	0%	6,200.00	5,580.00
274		Glander Paving Co.	50,000.00	0.00	0.00	0.00	0.00	0%	50,000.00	0.00
275		Golden Railing	9,750.00	9,750.00	0.00	0.00	9,750.00	0%	0.00	975.00
276		Harris Rebar	52,387.45	39,042.90	0.00	0.00	39,042.90	0%	13,344.55	3,904.29
277		LAI, Ltd.	206,502.54	1,502.54	0.00	109,000.00	110,502.54	0%	96,000.00	11,050.25
278		Metropolitan Pump Co.	378,263.00	0.00	0.00	0.00	0.00	0%	378,263.00	0.00
279		Mid-State Steel Co., Inc	28,380.00	16,904.37	0.00	0.00	16,904.37	0%	11,475.63	1,690.44
280		Mona Composite	15,460.00	1,110.00	0.00	0.00	1,110.00	0%	14,350.00	111.00
281		Ozinga Bros. Inc/Navick	51,879.75	19,187.75	12,414.25	0.00	31,602.00	0%	20,277.75	3,160.20
282		Peterson & Matz, Inc	30,000.00	15,000.00	0.00	0.00	15,000.00	0%	15,000.00	1,500.00
283		Pias-Tanks Industries Inc.	45,067.00	0.00	0.00	0.00	0.00	0%	45,067.00	0.00
284		Pleasant Mount Welding, Inc	11,930.00	8,653.00	0.00	0.00	8,653.00	0%	3,277.00	865.30
285		G.A. Rich & Sons, Inc.	966,800.00	308,399.00	1,500.00	0.00	309,899.00	0%	656,901.00	30,989.90
286		RP Coatings	42,860.00	0.00	0.00	0.00	0.00	0%	42,860.00	0.00
287		RW Gate Company	93,090.00	8,890.00	0.00	60,140.00	69,030.00	0%	24,060.00	6,903.00
288		Xylem Water Solutions	148,000.00	0.00	0.00	130,507.20	130,507.20	0%	17,492.80	13,050.72
289		Zendaver Signs	811.27	684.95	0.00	0.00	684.95	0%	126.32	68.50
290		Williams Brothers Construction	1,321,223.99	527,204.67	100,105.00	0.00	627,309.68	0%	730,457.31	62,730.97
291										
292										
	Totals		4,930,000.00	1,118,050.44	114,019.25	450,942.20	1,683,011.89	34.14%	3,246,988.11	168,301.19

Partial WAIVER OF LIEN

Application No. 6

STATE OF ILLINOIS }
 } ss.
PEORIA COUNTY }

December 31, 2022**TO ALL WHOM IT MAY CONCERN:**

WHEREAS, we the undersigned, WILLIAMS BROTHERS CONSTRUCTION INC. have been employed by
City of Crest Hill to furnish labor and/or material for the building known as:

East Water Reclamation Facility Phosphorus Removal Upgrades

Situated on Lot: 2250 North Broadway Street
Crest Hill, IL 60403

in the City of Crest Hill, County of Will and State of Illinois.

NOW, THEREFORE, KNOW YE, That the undersigned, for and in consideration of Five Hundred Eight Thousand
Four Hundred Sixty Five and 30/100 \$508,465.30 Dollars,

and other good and valuable considerations, the receipt whereof is hereby acknowledged, do we hereby
waive and release any and all lien or claim or right of lien on said above described building and premises
under "An Act to Revise the Law in Relation to Mechanic's Liens," approved May 18, 1903, in force July 1, 1903
together with all amendments thereto and all the lien laws of the State of Illinois on account of labor or materials, or
both, furnished by the undersigned to or on account of the said City of Crest Hill
for said building through December 31, 2022

GIVEN under our hands and sealed this day and year first above written.

Subscribed and sworn to before me this date


Notary Public

WILLIAMS BROTHERS CONSTRUCTION INC. (SEAL)

By:  (SEAL)

Jacqueline Smith, Treasurer

"OFFICIAL SEAL"
JACOB K. LEE
Notary Public, State of Illinois
My Commission Expires 06-15-2025

Rotary Lobe Pumps
Macerator Technology

BÖRGER®

Boerger LLC - 2860 Water Tower Place - Chanhassen, MN 55317 - USA

Williams Brothers Construction Inc.
 PO Box 1366
 Peoria, IL 61654

Invoice

No.: 35002606

Date: 12/16/2022

Your PO:	3173-553	Inside Sales Person:	Andrea Ellingson
Order Date:	01/13/2022	E-Mail:	aes@boergerllc.com
Customer No.:	100061	Telephone:	612-435-7343
Contact:		Code:	KOBI
Telephone:	+1 (309) 688-0416	CRO No.:	U-22400034-00
Mobile:		Customer E-Mail:	jackie@wbci.us

15415072

Pos	Description	Quantity	Unit Price:	Total Price:
100.0	71000170 Blueline EL Assembly Tag# SLP-23000-01 Sludge Loading Pump			

101.0	PE2SARCFABAAGCCC11 Börger Rotary Lobe Pump EL2250 Product series: BLUEline Version: Classic	1 pcs		
-------	--	-------	--	--

Casing:
 One-piece Blockcasing
 from Grey Cast Iron EN-GJL-250 (GG25)
 with easily replaceable axial and radial casing liners
 Axial casing protection liners from Hard Metal
 Radial casing protection liners from Stainless Steel 1.4571 (MIP®)

Rotor geometry:
 Tri-lobe, screw form, almost pulsation-free, baseparts
 from EN-GJS-400-15 (GGG40), with pushed-on tips, easily
 replaceable
 Rotor coating: NBR
 Free ball entry D = 80 mm
 Displacement: 22,5 l/rev

Shaft seal:
 single-acting mechanical seals, type LW
 Material code according EN 12756 [DIN 24960]: R1 R1 P D
 Seal faces: Duronit V/Duronit V
 Dynamic O-rings: NBR
 Seal holding bushes: 1.0503
 Stationary O-Rings: NBR

Rotary Lobe Pumps Macerator Technology

BÖRGER®

 Page 2 / 4
12/16/2022

Invoice

No.: 35002606

Pos	Description	Quantity	Unit Price:	Total Price:
102.0	1300006814 EL2250 to 10in ANSI Flange B1 Configuration Domestic Mat. 018-009 Galvanized CS	2 pcs		
103.0	5301001502 Nord SK62-320TC-5.29 Inline Reducer 1750rpm/331rpm	1 pcs		
104.0	5110003854 Baldor CEC84110T-4-M23A 40hp,1770rpm,IEEE 841,TEFC 3ph,60Hz,460V,324TC,1.15SF Thermostats	1 pcs		
105.0	2510000553 EL2250-3050-SK62 Inline Frame Painted Guard Rotex 75 with Purple Spider Max Torque 1920 Nm	1 pcs		
200.0	K0002999 Accessories			
201.0	1414000002 Anchor rod HAS-R 5/8in x 9in 316 Stainless Steel	4 pcs		
202.0	1414000005 HVV M16 x 125/WH adhesive	4 pcs		
203.0	U22128 Multitool, EL 12 grooves, assembled 1.4301, POM black	1 pcs		
204.0	U72110 Rotor puller, EL for tri-lobe rotors 1.0038	2 pcs		
205.0	U22930 Rotor puller, PL 1.0038 for Premium rotor	2 pcs		
206.0	U22838 Lobe tip puller, CL/FL/EL	1 pcs		

BOERGER LLC

 2860 Water Tower Place
Chanhassen, MN 55317

 p 612.435.7300
f 612.435.7301

 e america@boerger.com
w www.boerger.com


Rotary Lobe Pumps
Macerator Technology
BÖRGER®

 Page 3 / 4
 12/16/2022

Invoice

No.: 35002606

Pos	Description	Quantity	Unit Price:	Total Price:
300.0	2600000014 Equipment Start Up Install. & Training Services 1 Day Rate / \$1,000			
400.0	K0002999 Accessories Instrumentation			
401.0	5700000507 "Onyx PSW-10"-CS-DA-BN" Ashcroft B4-24-B-XFS-100# 15 to 100 PSI 45-233.34-4L-EXA-100PSI/FTH2O DISCHARGE GAUGE & SWITCH ASSEMBLY - 10" ISO-RING	1 pcs		
402.0	5700000508 "Onyx PSW-10"-CS-DA-BN" "30" Hg vacuum to 15 PSI" 45-233.34-4L-EXA-V15PSI/FTH2O SUCTION GAUGE ASSEMBLY 10" ISO-RING	1 pcs		

Net Purchase:	\$	88,795.00	USD
Net Amount:	\$	88,795.00	USD
Tax: (0.00 %):	\$	0.00	USD

Total Amount: \$ 88,795.00 USD

**Rotary Lobe Pumps
Macerator Technology**

BÖRGER®

Page 4 / 4
12/16/2022

Invoice

No.: 35002606

Delivery Address

Williams Bros. Con.-E. Water Reclam
2250 North Broadway Street
Crest Hill, IL 60403

Terms of Payment:

Net 30

Shipping Type:

Less than Truck Load

Delivery Date:

12/16/2022

Terms of Delivery:

Best regards

BOERGER LLC

Andrea Ellingson

Telephone: 612-435-7343

E-Mail: aes@boergerllc.com

Website: www.boerger.com

Regional Manager:

Bryan Viitala

612-435-7329

bvi@boergerllc.com

Invoice	0000372	Item 9.
Date	12/28/2022	
Page	1	

Ship To:

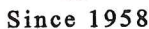
Williams Brothers Construction
2250 North Broadway Street
Crest Hill IL 60403

[illegible]

Subtotal	\$65,500.00
Misc	\$0.00
Tax	\$5,567.50
Freight	\$0.00
Trade Discount	\$0.00
Total	\$77,567.50

"We will never ask you to wire us money without verbal authorization"

Item 9.



Tel: 847.392.0990 Fax: 847.392.1095

accounting@lai-ltd.com

Invoice

Date	Invoice #
12/30/2022	22-18969

Bill To

Williams Brothers Construction, Inc.
PO Box 1366
Peoria, IL 61654

Ship To _____

Williams Brothers Construction
% East Sewage Treatment Plant
2250 N. Broadway
Crest Hill, IL 60403

PO Number	Terms
3163-553	Net 30

Shipped	Via	F.O.B.	LAI SO #
12/12/2022	Truck	Factory	22-1117

[illegible]

ACH/Wire Payments:

Wells Fargo Bank NA
Account #4941124067
ACH ABA Routing #121000248
Wire Routing #121000248

Total	\$11,100.00
-------	-------------

3% Processing Fee for any Credit Card Charge over \$1,000.

78

**LAI, LLC**

5400 Newport Drive, Suite 10
 Rolling Meadows, IL 60008
 Tel: 847.392.0990 Fax: 847.392.1095

Since 1958

accounting@lai-ltd.com

Item 9.

Invoice

Date	Invoice #
12/30/2022	22-18966

Bill To

Williams Brothers Construction, Inc.
 PO Box 1366
 Peoria, IL 61654

Ship To

Williams Brothers Construction
 % East Sewage Treatment Plant
 2250 N. Broadway
 Crest Hill, IL 60403

PO Number	Terms	Shipped	Via	F.O.B.	LAI SO #
3163-553	Net 30	12/28/2022	Best Way	Factory	22-1114

Quantity	Item Code	Description	Price Each	Amount
1	Valve	Lot of DeZurik AIS Compliant valves to include:	97,900.00	97,900.00
1	Gate Valve	V-6904, 4" Resilient Seated Gate Valve, NRS, Mechanical Joint		
5	PRV	4" Floor Type PRV		
1	Valve	PN 9692376 - CVS,10,250A,F1,DI,DI-S11-S2-NBR,AIS-L41LD1*LS 10" FI Swing Check Valve w/ Lever & Spring		
3	Valve	PN 9726765 - PEF,6,F1,CI,NBR,CR,AIS-1301C0*GS-6A-N,SB16 6" Flanged Plug Valve w/ Nut		
1	Valve	PN 9719791 - PEF,6,MJ,CI,NBR,CR,AIS-1301C0*GB-6A-N 6" Flanged Plug Valve w/ 2" Nut, 7' Extension Stem and Valve Box		
2	Valve	PN 9719788 - PEF,6,MJ,CI,NBR,CR,AIS-1301C0*GB-6A-N,SB16 6" Flanged Plug Valve w/ 2" Nut, 7' Extension Stem and Valve Box		
3	Valve	PN 9719790 - PEF,10,F1,CI,NBR,CR,AIS-1301C0*GS-6A-HD12 10" FI Plug Valve w/ Handwheel		
1	Valve	PN 9719789 - PEF,10,F1,CI,NBR,CR,AIS-1301C0*GS-6A-HD12,SB16 10" FI Plug Valve w/ Handwheel		
4	Valve	PN 9719787 - PEF,10,MJ,CI,NBR,CR,AIS-1301C0*GB-6A-N,SB16 10" MJ Plug Valve w/ 2" Nut, 6' Extension Stem and Valve Box		
1	Valve	PN 9719168 - PEF,8,F1,CI,NBR,CR,AIS-1301C0*GB-6A-N,SB16 8" FI Plug Valve w/ 2" Nut		

ACH/Wire Payments:

Wells Fargo Bank NA
 Account #4941124067
 ACH ABA Routing #121000248
 Wire Routing #121000248

Total **\$97,900.00**

3% Processing Fee for any Credit Card Charge over \$1,000.

Item 9.

REMIT TO

INVOICE

INVOICE NO. 3556C55000	FUS NO. E11047	DATE SHIPPED 12/20/22	DELIVERY NOTE I33962
INVOICE DATE 12/20/22	TRN P1	WHS 088	PAYMENT TERMS 100% N60 FROM INVOICE

IL 61654-1366

80

Invoice


RW GATE
 COMPANY

www.rwgate.com
RW Gate Company
 79 102nd Street Suite 100
 Troy NY 12180

(518) 874-4750

REMIT TO:

PO Box 336
 Troy, NY 12182

Bill To:

Williams Brothers Construction, Inc.
 PO Box 1366
 Peoria IL 61654

Ship To:

Williams Brothers Construction, Inc.
 East Water Reclamation Facility
 2550 North Broadway Street
 Crest Hill IL 60403

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Ship Date	Order No.	Master No.
3178-553	WILLIAMS			0%/NET30	11/22/2022	ORD000000000000452	5,013
Ordered	Shipped	B/O	Item Number	Description	Unit Price	Ext. Price	
1	1	0	22113-010	RW1000S Sluice Gate 24" W x 24" H <i>LINE 190</i>	\$ 9,350.00	\$ 9,350.00	
1	1	0	22113-020	RW1000S Sluice Gate 24" W x 24" H <i>LINE 193</i>	\$ 9,085.00	\$ 9,085.00	7,70x
1	1	0	22113-030	RW1000S Sluice Gate 18" W x 18" H <i>LINE 202</i>	\$ 12,695.00	\$ 12,695.00	
1	1	0	22113-040	RW1000S Weir Gate 60" W x 36" H <i>LINE 196</i>	\$ 14,170.00	\$ 14,170.00	13,53
1	1	0	22113-050	RW1000S Sluice Gate 21" W x 13" H <i>LINE 205</i>	\$ 12,465.00	\$ 12,465.00	
1	1	0	22113-060-PEO	Portable Electric Operator <i>LINE 208</i>	\$ 4,605.00	\$ 4,605.00	4,40

Attn: Jason (815) 970-5351

No retainage allowed.

Please remit in US funds.

All costs of collection shall be the responsibility of the purchaser.

Subtotal	\$ 62,370.00
Deposit	\$ 0.00
Misc	\$ 0.00
Tax	\$ 0.00
Shipping & Handling	\$ 0.00
Trade Discount	\$ 0.00
Total	\$ 62,370.00

66,140



Agenda Memo**Crest Hill, IL**

Meeting Date: 2/6/2023

Submitter: Mark Siefert, Director of Public Works

Department: Public Works

Agenda Item: 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:

Approval of the attached resolution

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).

-
- 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)**

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, the City presently utilizes shallow wells drilled into the Silurian dolomite aquifer as its water source; and

WHEREAS, in 2014 the City determined that it was necessary to site and drill a new shallow well to permit the City's water system to meet increasing water demand; and

WHEREAS, the City's ability to site and drill new shallow wells is significantly limited due to (i) the location and close proximity of other shall aquifer wells in the immediate vicinity of the City and (ii) the location and close proximity of a Hine's Emerald Dragonfly habitat (the Hine's Emerald Dragonfly is a federally-listed endangered species); and

WHEREAS, between 2014 and 2019, the City completed an extensive study to determine what location(s) are available for the location of new wells to supplement and expand the City's water source, finding only one suitable site that did not have a significant impact to neighboring wells or sensitive habitats; and

WHEREAS, in 2015 the City also learned that the deep sandstone aquifer in the region may not be a sustainable option for a supplementary or alternative water source, as well as that chloride levels may continue to increase in the Silurian dolomite aquifer; and

WHEREAS, in 2019 the City joined the Southwest Water Planning Group ("SWPG"), a consortium of twelve municipalities, Will County, and various private industrial water users, along with the City of Joliet, the Village of Channahon, the Village of Romeoville, the Village of Shorewood, and the Village of Minooka; and

WHEREAS, as a member of the SWPG, the City exchanged data and helped fund further study of alternative water sources on a regional basis; and

WHEREAS, in conjunction with the SWPG, the City also participated in and supplied relevant water system data for the City of Joliet's alternative water supply study, which included investigation of regionalization options; and

WHEREAS, the City also frequently attended the City of Joliet's Environmental

Commission meetings where information and findings relevant to and concerning Crest Hill were presented and discussed; and

WHEREAS, in 2021 the City conducted its own alternative water supply study, in order to determine what available water source constitutes the “best available source that is economically reasonable and technically possible”; and

WHEREAS, in 2021 IEPA-mandated well testing showed the presence of per- and polyfluoroalkyl substances (“PFAS”) in excess of guidance levels in some of the City’s wells; and

WHEREAS, in November and December of 2021, the City conducted a series of four (4) public informational meetings to inform the City’s residents of, and receive feedback regarding, the City’s water supply options; 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 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	_____	_____	_____	_____
Alderperson Tina Oberlin	_____	_____	_____	_____
Alderman Mark Cipiti	_____	_____	_____	_____
Alderman Nate Albert	_____	_____	_____	_____
Alderman Joe Kubal	_____	_____	_____	_____
Mayor Raymond R. Soliman	_____	_____	_____	_____

Christine Vershay-Hall, City Clerk

APPROVED THIS _____ DAY OF _____, 2023.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

Exhibit A

(Summary of Alternative Water Source and Cost Presentation)

City of Crest Hill Alternative Water Source Study Summary:

Due to the concerns over the water quality and sustainability of the current water source, the City has performed an alternative water source analysis. The following sources were investigated:

- Lake Michigan from the City of Chicago as a member of the new regional water commission with the City of Joliet
- Des Plaines River, via a new City-owned intake and Water Treatment Plant (WTP)
- Shallow groundwater aquifer with a single Advanced WTP for emerging contaminants
- Shallow groundwater aquifer with multiple, dispersed, Advanced WTPs for emerging contaminants

Alternatives Not Recommended

Des Plaines River, via a new City-owned intake and WTP

This source is not recommended due to very poor water quality, high level of difficulty to implement, and high level of difficulty to operate and maintain acceptable drinking water quality.

- The Des Plaines River and its tributary area contain numerous wastewater treatment plant outfalls, including the world's largest, Stickney Water Reclamation Plant. During low flow periods, this water supply will be primarily effluent from wastewater treatment plants which may be considered recycled water and thus not allowed as a source pursuant to Section 611.231 of IAC Title 35 Subtitle F.
- There are currently no drinking water intakes on this river, and in fact, the closest intake down stream of this river is Peoria Illinois which also blends with groundwater, so obtaining a permit to withdraw water from this river would likely be highly difficult, if even possible.
- The operation of the water treatment plant process associated with treating the poor water quality of the Des Plaines River would be very complex and may be beyond the technical capacity of a community the size of Crest Hill.
- The waste stream from treatment of the Des Plaines River will likely contain concentrated contaminants that would be difficult to dispose of within regulatory and environmentally friendly ways.
- Because the City of Joliet is implementing a regional solution to bring Lake Michigan water to the region, the Des Plaines River may not comply with Section 604.200 of IAC Title 35 Subtitle F. which states that "Each water supply must take its raw water from the best available source that is economically reasonable and technically possible."

Shallow groundwater (Silurian Dolomite) aquifer with a single or multiple Advanced WTP for emerging contaminants

This source is not recommended due to inadequate capacity to meet the City's needs. Furthermore, the water quality in the aquifer is declining and Illinois State Water Survey (ISWS) anticipated it to continue to decline.

- Due to significant and regulated environmentally sensitive areas in and around the City, regulatory agencies have limited the areas in which they will allow wells to be constructed. In fact, after Well 14 is added, there will be no additional areas where shallow wells can be added without negative impacts to other well systems or the environmentally sensitive areas. Regulatory agencies, including the United States Department of the Interior - Fish and Wildlife Service, the Illinois Department of Natural Resources, and the Illinois Nature Preserves Commission have discouraged continued use of this aquifer as a source of supply. This makes it difficult to prove that “an adequate quantity of water will be available”, which is also a requirement of Section 604.200 of IAC Title 35 Subtitle F.
- ISWS has stated that computerized groundwater models show that the water quality will continue to decline, specifically with respect to chloride, but also with emerging contaminants. Elevated chlorides and emerging contaminants, such as PFAS, will require costly and challenging treatment processes. The operation of the water treatment plant process associated with treating the anticipated water quality of the Silurian Dolomite Aquifer would be very complex and may be beyond the technical capacity of a community the size of Crest Hill.
- The waste stream from treatment of the Silurian Dolomite aquifers will likely contain concentrated contaminants, namely chlorides and PFAS, that would be difficult and costly to dispose of within regulatory and environmentally friendly ways.
- Because the City of Joliet is implementing a regional solution to bring Lake Michigan water to the region, the shallow groundwater aquifer with advanced WTP may not comply with Section 604.200 of IAC Title 35 Subtitle F. which states that “Each water supply must take its raw water from the best available source that is economically reasonable and technically possible.”

Recommended Alternative

Lake Michigan from the City of Chicago as member of a new regional water commission with the City of Joliet

This source is recommended because it is the highest quality, most sustainable, and lowest risk of issues delaying or preventing implementation. Although regulatory oversight will require ongoing efforts to minimize nonrevenue water, the undertakings to achieve this are within the technical capacity of the City of Crest Hill.

- Other available sources investigated are inadequate in quantity and/or quality.
- Because the communities in the City of Joliet area are creating a regional partnership and bringing treated Lake Michigan water into and through the City of Crest Hill, this option is the best water source that is economically reasonable and technically possible.

The decision matrix shown in Table 1 provides a summary of evaluation results.

ALTERNATIVE	Raw Water Quality	Sustainability / Water Quantity	Implementation Risk	Operation & Maintenance	Control	Capital Cost	
						ECONOMIC IMPACTS / CONCEPTUAL COST	Capital Improvement Costs (2020 Dollars)
Lake Michigan Water Via Member Of A New Regional Water Commission	3	3	3	3	2	2	\$67,555,000 -\$68,562,000
Des Plaines River, via a New Village-Owned Intake and WTP	1	3	1	1	3	3	\$70,442,000 -\$75,571,000
Shallow Wells Via Consolidated Advanced Water Treatment Plant	2	1	1	2	3	1	\$176,994,000 -\$190,489,000
Shallow Wells Via Dispersed Advanced Water Treatment Plant	2	1	1	1	3	1	\$175,538,000 -\$188,921,000
Legend Most Favorable = 3 Moderately Favorable = 2 Not Favorable = 1							
Table 1 Alternative Water Source Study Decision Matrix							

Exhibit B

(Summary of Unique Lake Michigan Costs Presentation)

**CITY OF CREST HILL ANNUAL EFFORTS
ASSOCIATED WITH LAKE MICHIGAN WATER ALLOCATION**

Annual Efforts Associated with Lake Michigan Water Allocation	
Ongoing Efforts	Approx. Annual Cost (2023 Dollars)
<ul style="list-style-type: none"> Leak Detection of the Entire Distribution System by Leak Detection Specialists. 	\$20,000
<ul style="list-style-type: none"> Master Meter Calibration by Meter Calibration Specialists. 	\$15,000
<ul style="list-style-type: none"> Major Customer Meter Calibration by Meter Calibration Specialists. 	\$15,000
<ul style="list-style-type: none"> Representative Residential Meter Testing and Replacement 	\$25,000
<ul style="list-style-type: none"> Water Audits and Coordination with IDNR based on On-Going Data Collection and Analysis. Routine Updates and Enhancements to the Data Collection and Monitoring Process may be Included in this Requirement. 	\$20,000
<ul style="list-style-type: none"> Aged Infrastructure Replacement - This will consist of mainly aged water main replacement but may also include other efforts to achieve and maintain compliance with the regulatory requirement to maintain less than 10% nonrevenue water. 	\$2,000,000 +
Total:	\$2,095,000 +

Exhibit C

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

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TITLE 17: CONSERVATION
CHAPTER I: DEPARTMENT OF NATURAL RESOURCES
SUBCHAPTER h: WATER RESOURCES

PART 3730
ALLOCATION OF WATER FROM LAKE MICHIGAN

SUBPART A: GENERAL RULES

Section	
3730.101	Scope and Purpose Definitions
3730.102	Filing
3730.103	Form of Documents
3730.104	Service of Documents and Proof of Service
3730.105	Computation of Time
3730.106	Appearances and Representation
3730.107	Designation and Representation Public
3730.108	Information
3730.109	Severability
3730.110	

SUBPART B: HEARING

Section	
3730.201	Applicability Authorization
3730.202	of Hearings Parties
3730.203	Allocation Applications and Petitions for Modification
3730.204	Complaint
3730.205	Notice of Hearing
3730.206	Prehearing Conferences
3730.207	Discovery
3730.208	Admissions
3730.209	Authority of Hearing Officer
3730.210	Hearing Procedure
3730.211	Subpoenas
3730.212	Official Record
3730.213	Order of Hearing Officer or Director Hearing
3730.214	Officer's Proposed Order
3730.215	

SUBPART C: ALLOCATION RULES

Section

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3730.301	Allocation Permits
3730.302	Application
3730.303	Classification of Water Users
3730.304	Water Needs Criteria Emergencies
3730.305	Transfer of Water Use Rights
3730.306	Conservation Practices and Other Permit Conditions
3730.307	Duration of Permit and Renewals
3730.308	Reporting Requirements Petitions
3730.309	for Modification
3730.310	

SUBPART D: ADMINISTRATIVE REVIEW

Section	
3730.401	Administrative Review
3730.402	Modification of Order and Decision of Department

SUBPART E: PENALTIES

Section	
3730.501	Penalties

AUTHORITY: Implementing and authorized by the Level of Lake Michigan Act [615 ILCS 50].

SOURCE: Adopted at 4 Ill. Reg. 38, p. 223, effective September 9, 1980; amended at 5 Ill. Reg. 9158, effective September 1, 1981; codified at 7 Ill. Reg. 9683; amended at 9 Ill. Reg. 386, effective January 1, 1985; amended at 14 Ill. Reg. 1484, effective January 3, 1990; recodified from 92 Ill. Adm. Code 730, Department of Transportation, to Department of Natural Resources, at 22 Ill. Reg. 7362; amended at 27 Ill. Reg. 7786, effective April 21, 2003; amended at 38 Ill. Reg. 22801, effective November 18, 2014.

SUBPART A: GENERAL RULES**Section 3730.101 Scope and**

- a) This Part governs the practices and procedures of the Director and his or her delegated representatives, and all allocation and enforcement proceedings conducted by them pursuant to the Level of Lake Michigan Act [615 ILCS 50].
- b) This Part implements the Department's program for the apportionment of water to be diverted from Lake Michigan among its regional organizations, municipalities, political subdivisions, agencies or instrumentalities for domestic purposes or for

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direct diversion into the Chicago Area Waterway System to maintain the waterway in a reasonably satisfactory sanitary condition. Consistent with the limitations expressed in a U.S. Supreme Court Decree (*Wisconsin v. Illinois*, 449 U.S. 48 (1980)), the Lake Michigan water so diverted, whether by way of pumpage for domestic purposes from the lake, the sewage effluent derived from which reaches the Illinois Waterway, or by way of storm runoff from the Lake Michigan watershed that is diverted into the Chicago Area Waterway System, or by way of direct diversion from the lake into the waterway, shall not exceed a 40 year running average of 3,200 cubic feet per second.

(Source: Amended at 38 Ill. Reg. 22801, effective November 18, 2014)

Section 3730.102

As used in this Part except where the context indicates otherwise, the following terms shall have the meanings specified:

"Act" means the Level of Lake Michigan Act [615 ILCS 50];

"Annual accounting period" shall be October 1 of each calendar year through the last day in September in the succeeding calendar year;

"Chicago Area Waterway System" or "CAWS" is an engineered system of man-made canals and natural waterways that serves as both a navigation link between Lake Michigan and the Mississippi River system and an outlet for stormwater and effluent. It consists of the North Shore Channel, North Branch of the Chicago River (below the North Branch Dam), Chicago River, South Branch of the Chicago River, South Fork of the South Branch of the Chicago River (Bubbly Creek), Chicago Sanitary and Ship Canal, Cal-Sag Channel and portions of the Calumet River and Little Calumet River leading up to the O'Brien lock. In this Part the term "Chicago Area Waterway System" has the same meaning as the term "Sanitary and Ship Canal" used in the Level of Lake Michigan Act [615 ILCS 50];

"Department" means the Illinois Department of Natural Resources;

"Director" means the Director of the Illinois Department of Natural Resources or his or her duly delegated representatives;

"Emergency allocation" means a temporary allocation of Lake Michigan water in accordance with Section 3730.305;

"Emergency and standby use" means water pumped to maintain an adequate water

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supply in the event of a partial or total failure of the primary water supply source of a permittee;

"Gross annual pumpage" means the total amount of water delivered to a user's system;

"Hearing Officer" means a person duly designated as the hearing officer by the Director;

"Hydrant uses" means, but is not limited to, all water obtained from hydrants for uses such as fire fighting and training, water main flushing, sewer flushing, street cleaning, and unmetered public and private construction;

"Net annual pumpage" means the total amount of water delivered to a user's system not including wholesale water delivered to other water systems, also referred to as system input volume;

"New users" refers to any regional organization, municipality, political subdivision, agency, instrumentality, organization, association, or individual that did not have an allocation of Lake Michigan water from the Department on July 1, 1980;

"Non-revenue water" is the difference between net annual pumpage (system input volume) and billed, authorized consumption. Non-revenue water shall be determined by taking the net annual pumpage of a water system and subtracting from that amount the quantity of water that is billed, metered consumption and that is billed, unmetered consumption. Non-revenue water includes water that is lost from the system due to underregistration of meters, systematic data handling errors, leakage anywhere within the distribution system, unauthorized consumption or unbilled authorized consumption;

"Party" means an entity that:

has made application to the Department for an allocation of the Lake Michigan diversion pursuant to the Act; or

has been made a party by the Hearing Officer pursuant to Section 3730.203(c);

"Permittee" means any regional organization, municipality, political subdivision, agency, instrumentality, organization, association or individual that has an allocation permit for water from the Lake Michigan diversion;

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"Water Year" means the annual accounting period consisting of 12 months terminating on the last day of September. As an example, the 2015 Water Year begins on October 1, 2014 and terminates on September 30, 2015.

(Source: Amended at 38 Ill. Reg. 22801, effective November 18, 2014)

Section 3730.103

Documents and requests permitted or required to be filed with the Hearing Officer shall be addressed to and mailed to or filed with the Hearing Officer at the following address:

Hearing Officer
Lake Michigan Allocation Proceedings
Illinois Department of Natural Resources
One Natural Resources Way
Springfield IL 62702-1271

or with such other person as the Director may designate from time to time.

(Source: Amended at 27 Ill. Reg. 7786, effective April 21, 2003)

Section 3730.104 Form of

- a) Documents shall clearly show the file or docket number and title of the proceeding in connection with which they are filed, and shall be clearly designated to indicate the nature of the relief sought, inter alia, "application for allocation permit", "complaint", "petition for modification", "petition for emergency allocation" or "motion".
- b) Except as otherwise provided, four copies of all documents, including application, complaints, motions, petitions, and petitions for review, shall be filed with the Hearing Officer. Only two copies of any discovery motion, interrogatories, answers to interrogatories, or subpoena filed with or by the Hearing Officer need to be filed with the Hearing Officer.
- c) Documents shall be prepared on unglazed white paper of greater than 12 pound weight and measuring 8½" x 11". All documents shall be fastened on the left side or in the upper left hand corner. The left margin of each page shall be at least 1½ inches and the right margin at least one inch.
- d) One copy of each document will be signed by the applicant or party or by his or her authorized representative or attorney.

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- e) Documents shall contain the name, address and phone number of the applicant or party filing or his or her authorized representative or attorney.

(Source: Amended at 38 Ill. Reg. 22801, effective November 18, 2014)

Section 3730.105 Service of Documents and Proof of

- a) Where the Hearing Officer or any person is required by statute or by the provisions of these rules to serve any document upon any person, service shall (in the absence of specific provisions in these rules to the contrary) be made in accordance with the provisions of this section.
- b) Where any person is required to serve any document filed with the Hearing Officer, service shall be made by that person or by his representative on or before the day on which the document is filed.
- c) Documents may be served upon a party, his attorney, or other duly constituted agent by delivering a copy or by mailing a copy to the last known address. When a party is represented by an attorney of record in any proceeding, service shall be made upon such attorney.
- d) Delivery of a copy pursuant to this section means handing it to the party, his attorney, or other duly constituted agent or other person in charge of the office of the person being served; or, if there is no one in charge of such office, leaving it in a conspicuous place therein; or, if such office is closed or the person to be served has no office, leaving it at his dwelling house or usual place of abode with some person of suitable age and discretion then residing therein.
- e) Service by mail is complete upon mailing.
- f) Proof of service, as provided in this Section, shall be filed before action is taken. The proof of service shall show the time and manner of service, and may be by written acknowledgment of service, by certificate of the person effecting the service, or by other proof as satisfactory to the Hearing Officer. Failure to make proof of service will not affect the validity of the service. The Hearing Officer may allow the proof to be amended or supplied at any time before action is taken unless to do so would result in material prejudice to a party.

Section 3730.106 Computation of

- a) Computation of any period of time prescribed by these rules or the Act shall begin with the first business day following the day on which the act, event or development initiating such period of time occurs, and shall run until the end of

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the last day, or the next following business day if the last day is a Saturday, Sunday or legal holiday. Where the period of time is five days or less, Saturdays, Sundays and legal holidays shall be excluded in the computation of time.

- b) Notice requirements shall be construed to mean notice received, but proof that notice was dispatched by means reasonably calculated to be received by the prescribed date shall be prima facie proof that notice was timely received.

Section 3730.107 Appearances and

- a) Any person entitled to participate in proceedings may appear as follows:
 - 1) A natural person may appear in his own behalf or by an attorney at law licensed and registered to practice in the State of Illinois.
 - 2) A business, non-profit, or government organization may appear by any bonafide officer, employee, or representative, or may be represented by an attorney licensed and registered to practice in the State of Illinois, or both.
- b) Attorneys not licensed and registered to practice in the State of Illinois may appear on motion.
- c) An attorney appearing in a representative capacity shall file a written notice of appearance together with proof of service on all parties or their respective attorneys.

Section 3730.108 Designation and

- a) A party entitled to participate in the hearing proceeding may designate another entity to represent its interests by filing with the Department a written application accompanied by a Resolution from the governing board of the designating party and a written Acceptance from the entity appearing in a representative capacity. The Designation of Representation and Acceptance of such designation shall be made on forms prescribed by the Department and executed by duly authorized officials of the parties. The designating party may withdraw the designation at any time upon its own motion with or without the consent of the previous designee.
- b) The designated representative will be responsible to file all documents, complete all applications, answer all inquiries, present all testimony, and represent all other interest of the designating party for the purpose of applying for and obtaining a water withdrawal permit for water from Lake Michigan.

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- c) After receipt of the aforementioned documents, all correspondence will be directed to the designated representative only and the designating party is irrevocably bound by its action in these matters until such time as the designation is withdrawn and receipt of such withdrawal is acknowledged by the Department.

Section 3730.109 Public

- a) The Department shall maintain files containing all information submitted to or produced by the Department or Hearing Officers relating to matters within the Department's jurisdiction, except that internal communications of the Department shall be filed only at the request of the Director or his designated representatives. Without limiting the generality of the foregoing, the files shall include, among other things: pleadings, motions, notices, minutes, transcripts, exhibits, orders and opinions; proposed and adopted regulations; communications to or from the Department; newsletters and other releases; business records; and informal complaints received.
- b) All such files shall be open to reasonable public inspection and copying, at the expense of the interested party.
- c) The Department shall maintain a comprehensive index of all files open to public inspection.
- d) The Department may in its discretion disseminate from time to time newsletters, digests of minutes and other releases regarding any matter before the Department.

Section 3730.110

If any rules, sentence, clause, subsection, phrase or requirement of these rules is for any reason held to be unconstitutional or violative of law, by a court of competent jurisdiction, such decision shall not affect or impair the validity of the remaining portions of these rules.

SUBPART B: HEARING**Section 3730.201**

The rules of this part shall apply to all hearings concerning allocation of Lake Michigan water other than rulemaking.

Section 3730.202 Authorization of

- a) Allocation Hearing: Except in the case of an emergency allocation, the Department shall hold allocation hearing(s) as authorized by the Act within 90

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days of submission to the Department of an application for allocation or on the motion of the Department, the purpose of which shall be publicly stated to be contemplation of allocations of Lake Michigan water. The burden of proof in an allocation proceeding will lie with each applicant for an allocation.

- b) **Enforcement Proceeding:** The Department may hold hearing(s) as authorized by the Act within 90 days of submission to the Department by any entity of a complaint for misuse of allocation, or on the motion of the Department for the purpose of gathering information with reference to abuse or misuse of any allocation and of entering an order presenting findings and directing a course of action, including changes in allocations previously made. Hearings will be held on all complaints which comply with Section 3730.205 (a), are not plainly devoid of merit or frivolous, and do not deal with a subject on which a hearing has been held within the preceding six months.
- c) **Petitions for Modification:** The Department may hold hearing(s) on a petition for modification of an allocation permit. The burden of proof in a modification proceeding will lie with the petitioner/applicant. Hearings will be held on all petitions which comply with Section 3730.310 (a).
- d) **Petitions for Emergency Allocation:** The Department shall within 60 days of issuing and entering an order for an emergency allocation give notice and conduct a hearing regarding such emergency allocation.
- e) **Designation of Hearing Officer:** If the Department authorizes a hearing under any of the above sections, the Director shall designate a Hearing Officer to preside over such hearing.

(Source: Amended at 9 Ill. Reg. 386, effective January 1, 1985)

Section 3730.203

- a) The party seeking an allocation permit, an emergency allocation, or the modification of an allocation permit shall be designated as the petitioner. Any party initiating an enforcement proceeding shall be designated as the complainant. Any party who seeks to be heard and whose interests are adverse to the petitioner's or the complainant's shall be designated as the respondent.
- b) Incorrect designation of a party is not a ground for dismissal but the name of a party may be corrected at any time.
- c) If a complete determination of a controversy cannot be had without the presence of other parties, the Hearing Officer may direct them to be made parties. The

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Hearing Officer may allow the intervention of other persons or entities with an interest in the matter on any side of the controversy or in aid of the Department.

(Source: Amended at 38 Ill. Reg. 22801, effective November 18, 2014)

Section 3730.204 Allocation Applications and Petitions for

Four copies of application for allocations, petition for emergency allocation, and petition for modification shall be filed with the Department and shall contain:

- a) In the case of an Application for Allocation, all information required under Section 3730.302.
- b) In the case of a Petition for Emergency Allocation, all information required under Section 3730.305.
- c) In the case of a Petition for Modification, all information required under Section 3730.310 including reference to any change in circumstances or any information previously submitted pursuant to Section 3730.302 and any claimed errors in interpretation of the Act or the rules.

Section 3730.205

- a) Pursuant to Section 3730.202 (b), a Complaint shall contain the following:
 - 1) a reference to the provision of the Act or the rules of which the respondent(s) is alleged to be in violation; and
 - 2) the dates, location, events, nature, extent and duration of abuses or misuses alleged to constitute violations of the Act or the rules complained of to an extent sufficient to advise respondent(s) of the full extent and nature of matters complained of adequate to reasonably allow preparation of a defense.
- b) Unless respondent files an answer within 20 days after receipt of the complaint, all material allegations shall be taken as denied. All motions preliminary to a hearing shall be presented to the Hearing Officer at least 5 days prior to the date of hearing, or on such other date as the Hearing Officer or these rules shall designate.

Section 3730.206 Notice of

- a) In cases in which a hearing is held pursuant to Section 3730.202(a), (c) or (d), the

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commencement of the hearing shall be within 90 days after the date on which the application for allocation or petition for modification of allocation was received by the Department unless otherwise ordered by the Hearing Officer, or within 60 days after an order for an emergency allocation was entered by the Department. The Department shall give notice of hearing in these cases as follows:

- 1) to all permittees; petitioners; the Counties of Cook, DuPage, Kane, Kendall, Lake, Will, and McHenry; the City of Chicago; the Metropolitan Water Reclamation District; the Illinois Environmental Protection Agency; and the Chicago Metropolitan Agency for Planning; and
 - 2) by publication not less than twice in newspapers of general circulation in the immediate and remote areas that may be affected by diversions of Lake Michigan waters, such publications to be no longer than one week apart, and the hearing to be held within 10 days following date of last publication.
- b) In cases in which a hearing is held pursuant to Section 3730.202(b), complainants and respondents shall receive notice by certified mail of the time and place of the hearing no less than 20 days before the hearing is held. In addition, complainants must provide proof of service of the complaint on each respondent showing that service was completed in compliance with Section 3730.105 no less than 20 days before the hearing is held.
- c) The Hearing Officer shall make available to any person copies of applications, petitions, or complaints at the time the hearing date is announced.

(Source: Amended at 38 Ill. Reg. 22801, effective November 18, 2014)

Section 3730.207 Prehearing

- a) In any proceeding the Hearing Officer may direct parties or their attorneys to appear, upon 10 or more days written notice, at a specified time and place for a conference, prior to or during the course of hearing for the purpose of formulating issues and considering:
- 1) The simplification of issues of fact and law;
 - 2) the necessity or desirability of amending documents for the purpose of clarification, amplification, or limitation;
 - 3) the possibility of making admissions of certain averments of fact or stipulations concerning the use of matters of public record to avoid

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unnecessary introduction of proof;

- 4) the limitation of the number of witnesses, including experts;
 - 5) the propriety of prior mutual exchange between or among parties of prepared testimony and exhibits; and
 - 6) such other matters as may aid in the simplification of the evidence and disposition of the proceeding.
- b) Action taken at the conference shall be recorded in an appropriate ruling unless the parties enter into written stipulations as to such matters, or agree to a statement thereof made on the record by the Hearing Officer.

Section 3730.208

- a) Hearing Officer
 - 1) The Hearing Officer may order production of documents or things, depositions, or interrogatories in his or her discretion upon the written request of any party or by the Department on its own motion, either by an order directed to a party or by subpoena directed to a non-party:
 - A) when necessary to expedite the proceedings;
 - B) to ensure a clear or concise record;
 - C) to ensure a fair opportunity to prepare for the hearing; or
 - D) to avoid surprise at the hearing.
 - 2) The Hearing Officer shall restrict such discovery when necessary to prevent undue delay or harassment.
- b) The Hearing Officer may in his or her discretion order the following discovery upon written request of any party:
 - 1) a list of witnesses who are known to the party, who have knowledge of the occurrence or other relevant facts;
 - 2) a list of expert witnesses who may be called at the hearing, which shall be submitted to all parties prior to the hearing; and

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- 3) reasonable inspection of the premises by experts.
- c) Any person, including a party, who is deposed, interrogated or required to submit documents or things under this Section may be examined regarding any matter, not privileged, that is relevant to the subject matter of the pending case, or that may lead to the discovery of relevant information.
- d) All depositions and interrogatories taken pursuant to this Section shall be for purposes of discovery only, except as provided in this Section. The depositions and interrogatories may be used for purposes of impeachment and as admissions of the deposed or interrogated party. Upon application to the Hearing Officer either before or after the taking of depositions or interrogatories and upon showing that, at the time of the hearing, the party deposed or interrogated will not be available to participate in the hearing because of death, age, sickness, infirmity, absence from the Northeastern Illinois Metropolitan Region (specifically the counties of Cook, DuPage, Kane, Kendall, Lake, McHenry and Will), or other exceptional circumstances, the Hearing Officer may order that the deposition or interrogatories be used as evidence in the hearing.
- e) Upon transcription of the deposition, it shall be made available to the deponent for examination and signature, unless signature is waived both by the deponent and by the parties who are represented at the deposition. Any changes in form or substance that the deponent desires to make shall be entered upon the deposition by the court reporter taking the same with a statement of the reasons given by the deponent making them. The deposition shall then be signed by the deponent unless the deponent is ill or cannot be found or refuses to sign, in which event the court reporter's certification shall state the reason for the omission of the signature.

(Source: Amended at 38 Ill. Reg. 22801, effective November 18, 2014)

Section 3730.209

- a) Request for Admission of Fact. A party, or the Department on its own motion, may serve on any other party a written request for the admission by the latter of the truth of any specified relevant fact set forth in the request.
- b) Request for Admission of Genuineness of Document. A party or the Department on its own motion, may serve on any other party a written request for admission of the genuineness of any relevant documents described in the request. Copies of the documents shall be served with the request unless copies have already been furnished.

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- c) Admission in the Absence of Denial.
 - 1) Each of the matters of fact and the genuineness of each document of which admission is requested is admitted unless, within 20 days after service thereof, the party to whom the request is directed serves upon the party requesting the admission either:
 - A) a sworn statement denying specifically the matters of which admission is requested or setting forth in detail the reasons why he cannot truthfully admit or deny those matters; or
 - B) written objections on the ground that some or all of the requested admissions are privileged or irrelevant or that the request is otherwise improper in whole or in part.
 - 2) If written objections to a part of the request are made, the remainder of the request shall be answered within the period designated in the request. A denial shall fairly meet the substance of the requested admission. If good faith requires that a party deny only a part, or requires qualification of a matter of which an admission is requested, he shall specify so much of it as is true and deny only the remainder. Any objections to a request or to an answer shall be heard by the Hearing Officer upon prompt notice and motion of the party making the request.
- d) Effect of Admission. Any admission by a party pursuant to a request under this rule is for the purpose of the pending action only. It does not constitute an admission by him for any other purpose and may not be used against him in any other proceeding.

Section 3730.210 Authority of Hearing

The Hearing Officer shall have the duty to conduct a fair and impartial hearing, to take all necessary action to avoid delay, to maintain order, and to ensure development of a clear and complete record. He shall have all powers necessary to these ends including (but not limited to) the power to:

- a) require, when appropriate, all parties to state their position with respect to any proposal, application, petition, or complaint;
- b) administer oaths and affirmations;
- c) examine witnesses and direct witnesses to testify;

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- d) regulate the course of the hearing;
- e) limit the number of times any witness may testify, limit repetitious or cumulative testimony, and establish reasonable limits on the amount of time each witness may testify;
- f) to issue discovery orders pursuant to Section 3730.208;
- g) to issue subpoenas pursuant to Section 3730.212;
- h) conduct hearings and prehearing conferences;
- i) Rule or reserve ruling on the admissibility of evidence and amendments to pleadings;
- j) continue a hearing from day to day or adjourn it to a later date by announcement thereof at the hearing or by appropriate notice thereof to all parties; and
- k) direct parties to enter their appearances on the record.

Section 3730.211 Hearing

- a) General Provisions
 - 1) All hearings shall be open to the public.
 - 2) All testimony taken at such hearings shall be under oath or affirmation.
 - 3) All relevant evidence is admissible if, in the opinion of the Hearing Officer, it is of a type commonly relied upon by reasonably prudent men in the conduct of their affairs. Objections to evidentiary offers may be made and shall be noted in the record.
 - 4) In determining the admissibility of evidence, the Hearing Officer shall give consideration to, but not be bound by rules of evidence governing civil proceedings.
 - 5) Official notice may be taken of all facts of which judicial notice may be taken and of other facts within the specialized knowledge and experience of the Hearing Officer. Whenever official notice is requested or the Hearing Officer intends to take such notice on his own motion, prior notice shall be given to all parties with an opportunity to comment on the relevance or accuracy of the material of which official notice may be

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taken.

- 6) Copies of direct testimony of any witness shall be served upon the Hearing Officer at least 7 days in advance of the session of the hearing at which such testimony is offered.
- 7) All motions and objections made during a public hearing shall be stated orally on the record, including the grounds of such objection.
- 8) When objection is made to the admissibility of evidence, such evidence may be received subject to such other objection and later ruling.
- 9) All motions other than those made during a hearing shall be in writing and shall state briefly the order or relief applied for and the grounds for such motion. Any such motion shall be filed with the Hearing Officer and a copy thereof shall be served at the same time on the parties. Answering statements, if any, shall be filed in writing with the Hearing Officer within 5 days after service of the motion upon the party filing the answering statement, and a copy thereof shall be served within the same period upon the other parties. The Hearing Officer may in his discretion, call for oral arguments on any such motion.
- 10) Parties may agree by stipulation upon facts involved in the proceeding. Any stipulation reached before a final determination by the Director shall be submitted in writing to the Hearing Officer and shall become effective only if approved by the Hearing Officer.
- 11) Statements from interested citizens may be presented if authorized by the Hearing Officer. These statements are subject to the same Rules and Regulations as herein set forth.

b) Cross-Examination

- 1) Upon the hearing of any action any party thereto or any person for whose immediate benefit the action is prosecuted or defended, or the officers, directors or managing agents or any party to the action, may be called and examined as if under cross-examination at the instance of any party. The party calling for the examination is not precluded from rebutting the testimony thus given by counter testimony and may impeach the witness by proof of prior inconsistent statements.
- 2) If the Hearing Officer determines that a witness is hostile or unwilling, he may be examined by the party calling him as if under cross-examination.

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- 3) The scope of cross-examination shall be defined by those issues relevant to the Director's determination.
 - 4) Repetitious cross-examination may be limited by the Hearing Officer.
- c) Documentary Evidence
- 1) The Hearing Officer may receive material and relevant evidence which would be relied upon by reasonably prudent persons in the conduct of serious affairs which is reasonably necessary to resolution of the issue for which it is offered; provided that the rules relating to privileged topics shall be observed.
 - 2) the Hearing Officer shall exclude immaterial, irrelevant, and repetitious evidence.
 - 3) When the admissibility of disputed evidence depends upon an arguable interpretation of substantive law, the Hearing Officer shall admit such evidence.
 - 4) Upon stipulation of the parties, the Hearing Officer may order the record of any relevant prior proceeding before the Department incorporated into the record of the present proceeding. In such an event, the Hearing Officer shall incorporate the entire or appropriate portions of the record constituting such prior proceeding into the present proceeding.
 - 5) Relevant scientific or technical articles, treatises or materials may be introduced into evidence subject to qualification of the author and subject to refutation or disputation through any introduction of comparable documentary evidence or expert testimony.
 - 6) When a party desires to offer in evidence any portion of the record in any other proceeding or previously filed applications, such portion or application shall be offered in the form of an exhibit unless objected to or otherwise stipulated by the parties. Upon objection such materials may be submitted for admission pursuant to sub-section c(9) of this section.
 - 7) When any material or relevant matter offered in evidence by any party is embraced in a book, paper or document containing other matter not material or relevant, the party offering the same shall plainly designate the matter so offered. If, in the judgment of the Hearing Officer, such immaterial or irrelevant matter would unnecessarily encumber the record,

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such book, paper or document will not be received in evidence as a whole, but the material or relevant portions thereof, if otherwise admissible, may be read into the record or a true copy thereof supplied in the form of an exhibit.

- 8) When an exhibit of a documentary character is marked for identification and offered in evidence, four copies thereof shall be furnished to the Hearing Officer and one copy to each party who requests a copy unless the Hearing Officer rules otherwise. Copies will be retained by the Hearing Officer and the Department.
- 9) When a party desires to offer in evidence any evidence heretofore considered in the issuance of a previous allocation order, such evidence shall be reintroduced by the proponent thereof provided said proponent has a witness or witnesses available who will state under oath that such evidence represents his testimony and is subject to cross-examination.
- d) Depositions. During the pendency of any proceeding, the Hearing Officer either upon his own motion or upon application in writing by any party may cause the deposition for use as evidence in the proceeding of any witness within or without the State to be taken in the manner provided by law for depositions in civil actions in the course of this State, and to that end may compel the attendance of witnesses and the production of books, papers, accounts and documents. Except under special circumstances and for good cause shown, no deposition may be taken except upon 10 days prior notice to all parties.
- e) Postponement or Continuance of Hearing.
 - 1) A hearing may be postponed or continued for due cause by the Hearing Officer upon his own motion or upon motion of a party to the Hearing.
 - 2) Notice of motion for postponement or continuance shall be given in writing, by the party requesting the motion, to all parties to the hearing within a reasonable time in advance of the previously scheduled hearing date.
- f) Default. Failure of a party to appear on the date set for hearing, or failure to proceed as ordered by the Hearing Officer shall constitute a default. Within 30 days after notice to the party of the default order and upon good cause being shown, the party may move to vacate the default and be allowed to proceed as if no default had been entered. Upon default the Director shall enter such order as is appropriate based upon the evidence introduced at the hearing.

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Section 3730.212

- a) Pursuant to Section 10 of the Act, upon verified application to the Hearing Officer by any party and upon a showing that such subpoena is reasonably required, or on motion of the Hearing Officer, the Hearing Officer shall issue a subpoena for attendance at a deposition or a hearing, which may include a command to produce books, papers, documents, or tangible things designated therein and reasonably necessary to resolution of the matter under consideration, subject to the limitations on discovery prescribed by these Rules.
- b) Every subpoena shall state the title of the action and shall command each person to whom it is directed to attend and give testimony at the time and place therein specified.
- c) The Hearing Officer, upon motion made promptly and in any event at or before the time specified in the subpoena for compliance therewith, may quash or modify the subpoena if it is unreasonable and oppressive.
- d) Any person served with a subpoena issued in accordance with these rules who shall refuse or neglect to appear or to testify, or to produce books, papers, accounts or documents as commanded in such subpoena shall be guilty of a Class B misdemeanor.

Section 3730.213 Official

- a) The petitioner or complainant, as applicable, shall provide a court reporter who shall record and transcribe a stenographic record of all hearings and will provide for such copies of the transcript as the Department may require for its own purposes.
- b) After the transcript is filed, the Hearing Officer shall entertain requests for corrections and enter corrections either on the record of a subsequent hearing or in an Order.
- c) The transcript of the hearing, all pleadings, all exhibits entered into evidence, and any documents officially noticed pursuant to Section 3730.211(a)(5) shall constitute the record.
- d) Transcripts of hearings conducted by the Department shall be kept in the custody of the Department and will be open for inspection during the regular office hours. Copies may be made at the expense of the interested party.

(Source: Amended at 38 Ill. Reg. 22801, effective November 18, 2014)

Section 3730.214 Order of Hearing Officer or

The Hearing Officer's findings and recommended order shall be presented to the Director for his approval. The Director may issue the recommended order as his own or he may modify the recommended order or reconsider the order or order a rehearing. Any party may petition the Director for reconsideration or for a rehearing within 30 days of the issuance of the Director's order. A copy of the order or decision of the Director shall be filed in the records of the Department and served on each party to the proceeding. Any order and decision of the Director shall be open for public inspection at his offices during regular office hours.

Section 3730.215 Hearing Officer's Proposed

Prior to, during or following the taking of testimony, the hearing of oral argument and the filing of briefs, if any, filed with him by the parties, the Hearing Officer may require filing of proposed orders including proposed findings of fact and conclusions of law.

SUBPART C: ALLOCATION RULES**Section 3730.301 Allocation**

- 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

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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.

(Source: Amended at 38 Ill. Reg. 22801, effective November 18, 2014)

Section 3730.302

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

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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.

(Source: Amended at 38 Ill. Reg. 22801, effective November 18, 2014)

Section 3730.303 Classification of Water

- 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.

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- 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,

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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.

(Source: Amended at 38 Ill. Reg. 22801, effective November 18, 2014)

Section 3730.304 Water Needs

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

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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.

(Source: Amended at 38 Ill. Reg. 22801, effective November 18, 2014)

Section 3730.305

- 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).

(Source: Amended at 9 Ill. Reg. 386, effective January 1, 1985)

Section 3730.306 Transfer of Water Use

- 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

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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.

(Source: Amended at 38 Ill. Reg. 22801, effective November 18, 2014)

Section 3730.307 Conservation Practices and Other Permit

- 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.

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- 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.

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- 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

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maintain and operate the water supply distribution system in such a manner as to keep system losses to a minimum.

(Source: Amended at 38 Ill. Reg. 22801, effective November 18, 2014)

Section 3730.308 Duration of Permit and

- 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.

Section 3730.309 Reporting

- 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.

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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;

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- 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.

(Source: Amended at 38 Ill. Reg. 22801, effective November 18, 2014)

Section 3730.310 Petitions for

- 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

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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.

(Source: Amended at 38 Ill. Reg. 22801, effective November 18, 2014)

SUBPART D: ADMINISTRATIVE REVIEW

Section 3730.401 Administrative

All final administrative orders of the Director except those orders which deal with rulemaking shall be subject to judicial review pursuant to the Administrative Review Law [735 ILCS 5/Art. III] by filing a complaint and causing the issuance of summons on the Director and on each of the other defendants within 35 days from the date that a copy of such order sought to be reviewed was served.

Section 3730.402 Modification of Order and Decision of

The Director at any time prior to the date on which he is required to file his answer in a judicial review proceeding may upon reasonable advance notice given to all parties by registered or certified mail, which notice shall not be less than ten days in advance of such date, modify or set aside in whole or in part the Order and Decision appealed from.

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SUBPART E: PENALTIES

Section 3730.501

Any person who shall neglect or refuse or fail to obey any lawful order made by the Department or to carry the same into effect in accordance with the terms thereof shall be guilty of a business offense and shall be liable to a fine of not less than \$1,000.00 nor more than \$10,000.00 to be recovered in the name of the People of the State of Illinois in any court of competent jurisdiction, as provided in Section 8 of the Act.



Agenda Memo**Crest Hill, IL**

Meeting Date:	2/6/23
Submitter:	Mark Siefert, Public Works Director
Department:	Public Works
Agenda Item:	Request to hire two Public Works Maintenance workers in lieu of the proposed positions in the budget.

Summary:

Pursuant to the conversations of the 1/30/23 council work session the Public Works Department is looking to hire two maintenance workers in lieu of the Wastewater Lead Operator and the Project Manager as stated in the budget.

Recommended Council Action:

Giving staff the direction to hire two Public Works Maintenance workers in lieu of the proposed positions in the budget.

Financial Impact:

Funding Source: Water/Sewer

Budgeted Amount: \$ 238,798

Cost: \$168,628

Attachments:

n/a



Agenda Memo

Crest Hill, IL

Meeting Date:	February 6, 2023
Submitter:	Ronald J Wiedeman
Department:	Engineering
Agenda Item:	Award the contract to Shallow Construction Co. in the amount of \$3,183,273.20 for the Chaney and Center Water Main and Roadway Rehabilitation Project. Approve construction engineering contract with V3 Companies in the amount of \$189,053.00 Approve construction testing services with Geocon Professional Services in the amount of \$6,293.00

Summary: Bids were advertised and solicited for qualified contractors to provide unit price costs for the Chaney and Center water main replacement and roadway rehabilitation project.

The city solicited bids through the newspaper and IDOT construction bulletin looking for qualified contractors. A total of five (6) local prequalified contractors picked up bids and six (6) submitted bids. The bids were received for the improvement at Crest Hill City Hall until 10:00 AM local time on Tuesday, January 10, 2023. Bids were opened and read aloud on Tuesday, January 10, 2023, at 10:00 AM in the Council Chambers. The following is a list of the bids received:

Results

1. Shallow Construction Co.	\$3,183,273.20
2. P.T. Ferro Construction	\$3,306,827.11
3. J Russ Company.	\$3,434,835.39
4. Austin Tyler Construction Co.	\$3,751,503.95
5. J. Congdon Sewer Service Inc.	\$3,826,005.44
6. Construction by Camco Inc. .	\$3,968,329.82

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

A portion of this project will be funded through American Rescue and Water Funds. The City received \$2,772,860.83 for the cost of Construction and Construction Engineering through the American Rescue Fund.

V3 Companies will be performing construction inspection on a full-time basis. Some of the items they will be doing will be documenting the work is being completed according to the plans, reviewing shop drawing, pay requests review, attending field meetings and performing preliminary layout of the lighting equipment and inspection.

Geocon Professional Services will be to performing the Construction Testing Services on behalf of the city.

Recommended Council Action: Award the contract to Shallow Construction Co. in the amount of \$3,183,273.20 for the Chaney and Center Water Main and Roadway Rehabilitation Project.

To execute a professional services agreement with V3 Companies to perform construction engineering and inspection on the Chaney and Center Water Main and Roadway Rehabilitation Project for an amount of \$189,053.00

To execute a professional services agreement with Geocon Professional Services to perform construction Testing Services on the Chaney and Center Water Main and Roadway Rehabilitation Project for an amount of \$6,293.00

Financial Impact:

Funding Source: General Fund and Water Fund

Budgeted Amount: \$3,650,000.00 (Work to be included in the 2023/2024 city budget.

Cost: \$3,378,619.20

Attachments:

Bid results.

L220592-Ron W. Award Recommendation Letter-2023 0116 (002)

V3 construction scope for watermain project 11282022

23-PO32 REL 22-R0054.02 Crest Hill Watermain Project-CT Proposal



January 17, 2023

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

**RE: Center Street and Chaney Avenue Water Main Improvement Project
Crest Hill, IL**

Dear Mr. Wiedeman:

We have evaluated the bids received and read aloud on January 10, 2023 for the Center Street and Chaney Avenue Water Main Improvement Project. The project includes, but is not limited to, watermain and storm sewer replacement, new curb and gutter, sidewalks and PCC driveways and rehabilitate the roadway.

Bids were received from the following contractors:

- Swallow Construction Corporation (\$3,183,273.20)
- P.T. Ferro Construction (\$3,306,827.11)
- J. Russ & Co Inc (\$3,434,835.39)
- Austin Tyler Construction Inc (\$3,751,503.95)
- J. Congdon Sewer Service Inc (\$3,826,005.44)
- Construction by Camco Inc (\$3,968,329.82)

The engineer's estimate was \$4,212,522.00. The apparent low bid was submitted by Swallow Construction Corporation in the amount of \$3,183,273.20. Swallow Construction Corporation's bid was reviewed and no arithmetic errors were found.

We recommend the award of the contract for construction of the Center Street and Chaney Avenue Water Main Improvement Project to Swallow Construction Corporation in the amount of \$3,183,273.20. If you have any questions or require further information, please contact me at 630.254.1522 or by email at jholy@v3co.com

Sincerely,
V3 Companies of Illinois, Ltd.

Jason Holy, P.E.
Senior Project Manager

SUMMARY OF QUANTITIES					
SP	PAY ITEM	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT PRICE
	20101200	TREE ROOT PRUNING	EACH	2	\$ 250.00
	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS	CU YD	758	\$ 45.00
	21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	2,273	\$ 2.50
	28000510	INLET FILTERS	EACH	62	\$ 200.00
*	30103000	SHAPING AND GRADING ROADWAY	SQ YD	15,134	\$ 13.00
	40600275	BITUMINOUS MATERIALS (PRIME COAT)	POUND	33,664	\$ 1.00
	40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	3,366	\$ 1.00
*	40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	2,933	\$ 95.00
*	40604060	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	1,676	\$ 105.00
	42000401	PORTLAND CEMENT CONCRETE PAVEMENT 9" (JOINTED)	SQ YD	190	\$ 75.00
*	44000100	PAVEMENT REMOVAL	SQ YD	15,134	\$ 14.00
*	50100100	STRUCTURES TO BE REMOVED	EACH	12	\$ 1,250.00
*	56103000	DUCTILE IRON WATER MAIN, 6"	FOOT	111	\$ 115.00
*	56103100	DUCTILE IRON WATER MAIN, 8"	FOOT	4,501	\$ 135.00
*	56105000	WATER VALVES, 8"	EACH	26	\$ 4,500.00
*	56400500	FIRE HYDRANT TO BE REMOVED	EACH	13	\$ 1,600.00
*	56400820	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	14	\$ 9,500.00
*	56500800	DOMESTIC WATER SERVICE BOX	EACH	95	\$ 1,250.00
	60108206	PIPE UNDERDRAINS, TYPE 2, 6"	FOOT	106	\$ 75.00
*	60200105	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	11	\$ 6,500.00
*	60206905	CATCH BASINS, TYPE C, TYPE 1 FRAME, OPEN LID	EACH	15	\$ 3,500.00
	60218300	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	1	\$ 6,000.00
	60218400	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	4	\$ 6,000.00
	60223800	MANHOLES, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	\$ 8,000.00
*	60248900	VALVE VAULTS, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	26	\$ 6,500.00
*	60500405	FILLING VALVE VAULTS	EACH	3	\$ 550.00
	70300100	SHORT TERM PAVEMENT MARKING	FOOT	302	\$ 6.50
	70300150	SHORT TERM PAVEMENT MARKING REMOVAL	SQ FT	101	\$ 3.50
	70306160	TEMPORARY PAVEMENT MARKING - LINE 12" - TYPE III TAPE	FOOT	330	\$ 2.50
	70306210	TEMPORARY PAVEMENT MARKING - LINE 24" - TYPE III TAPE	FOOT	318	\$ 5.00
	78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	330	\$ 2.50
	78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	302	\$ 5.00
	78008230	POLYUREA PAVEMENT MARKING TYPE I - LINE 6"	FOOT	69	\$ 3.00
	78008270	POLYUREA PAVEMENT MARKING TYPE I - LINE 24"	FOOT	16	\$ 10.00
*	550A2520	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 2 12"	FOOT	848	\$ 85.00
*	550A2530	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 2, 15"	FOOT	86	\$ 100.00
*	550A2540	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 2, 18"	FOOT	20	\$ 150.00
*	X0324878	SANITARY SEWER SERVICE ADJUSTMENT	FOOT	50	\$ 1,000.00
*	X0327094	VALVE BOX 6"	EACH	1	\$ 2,500.00
*	X2080250	TRENCH BACKFILL, SPECIAL	CU YD	3,566	\$ 46.00
*	X2130010	EXPLORATION TRENCH, SPECIAL	FOOT	750	\$ 150.00
*	X3580300	AGGREGATE BASE REPAIR (SPECIAL)	TON	2,273	\$ 35.00
*	X6026050	SANITARY MANHOLES TO BE ADJUSTED	EACH	15	\$ 2,500.00
*	X6026622	VALVE VAULT TO BE REMOVED	EACH	8	\$ 1,250.00
*	X6026632	VALVE BOXES TO BE REMOVED	EACH	11	\$ 750.00
*	X7010216	TRAFFIC CONTROL & PROTECTION (SPECIAL)	L SUM	1	\$ 75,000.00
	Z0010617	SUPPLEMENTAL SWEEPING	MILE	1	\$ 4,000.00
*	Z0013798	CONSTRUCTION LAYOUT	L SUM	1	\$ 25,000.00
*	Z0018400	STORM STRUCTURES TO BE ADJUSTED	EACH	40	\$ 2,500.00
	Z0030850	TEMPORARY INFORMATION SIGNING	SQ FT	85	\$ 45.00
*		AGGREGATE SUBGRADE IMPROVEMENT (SPECIAL)	CU YD	758	\$ 45.00
*		PARKWAY RESTORATION - SODDING	SQ YD	3,006	\$ 19.50
*		PORTLAND CEMENT CONCRETE (HIGH EARLY) DRIVEWAY PAVEMENT REMOVAL & REPLACEMENT	SQ YD	1,388	\$ 75.00
*		PORTLAND CEMENT CONCRETE SIDEWALK REMOVAL & REPLACEMENT (SPECIAL)	SQ FT	6,001	\$ 15.00
*		COMBINATION CONCRETE CURB & GUTTER REMOVAL & REPLACEMENT (SPECIAL)	FOOT	8,640	\$ 35.00
*		INSERTION VALVES, 8"	EACH	1	\$ 9,400.00

SUMMARY OF QUANTITIES					
SP	PAY ITEM	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT PRICE
*		WATER SERVICE LINE, 1" (SHORT)	EACH	53	\$ 2,500.00
*		WATER SERVICE LINE, 1" (LONG)	EACH	42	\$ 4,500.00
*		CASH ALLOWANCE	UNITS	50,000	\$ 1.00
*		CUT-IN WATER MAIN CONNECTION	EACH	1	\$ 10,000.00
*		SUMP LINE	FOOT	50	\$ 250.00
*		STRUCTURES TO BE RECONSTRUCTED	EACH	10	\$ 4,000.00
*		DUCTILE IRON WATERMAIN, "THEODORE ROAD", 8"	FOOT	43	\$ 195.00
*		DETOUR SIGNAGE, PHASE 1	EACH	75	\$ 85.00
*		DETOUR SIGNAGE, PHASE 2	EACH	106	\$ 85.00
*		DETOUR SIGNAGE, PHASE 3	EACH	72	\$ 85.00
*		CATCH BASIN (SPECIAL)	EACH	1	\$ 5,000.00
*		STORM SEWER, WATER MAIN QUALITY, CLASS B, TY 2, 18"	FOOT	43	\$ 145.00
*		TEMPORARY ACCESS	EACH	95	\$ 450.00



November 28, 2022

Mr. Ron Wiedeman
City Engineer
City of Crest Hill
2090 Oakland Ave
Crest Hill, Illinois 60403

Re: Resident Engineering Services for Watermain Replacement for Chaney Ave and Center St

Dear Mr. Wiedeman

On behalf of V3 Companies, we are pleased to submit this agreement for Resident Engineering service for the plan designed by V3's Municipal engineering group for the watermain replacement and pavement rehabilitation, curb repair and driveway apron replacement along Chaney Ave and Center St. If you find this proposal to be acceptable, the executed copies of this letter, together with the General Terms and Conditions attached hereto which set forth the contractual elements of this agreement, will constitute an agreement between City of Crest Hill and V3 Companies (V3) for services on this project.

Project Understanding

It is our understanding that the City of Crest Hill is requesting Resident Engineering service for plans previously developed by V3 Municipal Group for the watermain replacement, pavement rehabilitation, curb replacement and driveway apron replacement on Chaney Ave from Broadway St to Center St and on Center St from Chaney Ave to Theodore St. The scope of work has been attached as well as the CECS forms spelling out the work that will be included within this contract. An additional direct expense has been included for vehicle usage as well on the CECS forms.

Compensation

V3 shall be paid the following fees for services rendered:

Service

I. Resident Engineering Services

Fee

\$189,053 (Not to exceed)

Total Project Cost

\$189,053 (Not to Exceed)

We appreciate the opportunity to present this proposal and look forward to working with the City of Crest Hill on this project.

Sincerely,
V3 COMPANIES



Vince DelMedico, P.E.
Director of Transportation and
Municipal Engineering

Accepted for:
CITY OF CREST HILL

BY:

TITLE:

DATE:

PHASE III CONSTRUCTION ENGINEERING

To ensure that the City's expectations are met during construction we have broken down our approach to project management into two phases and the anticipated scope of work within each phase:

CONSTRUCTION PHASE

Once construction has begun, we will provide, at a minimum, the following services:

- Review and process shop drawings / submittal.
- Provide full time Resident Engineering services to perform on-site inspections and ensure completion of the work in accordance with contract documents.
- Measure and document all quantities per IDOT/FHWA requirements.
- Maintain the project diary, quantity book, inspector daily reports and weekly reports throughout construction.
- Provide digital construction progress photos documenting the progress of constructed work.
- Prepare and submit pay estimates, bi-monthly.
- Coordinate and conduct weekly progress status meetings with all interested parties.
- Prepare and distribute meeting minutes to all attending parties.
- Monitor and update material certifications.
- Perform, through a subconsultant, material testing for concrete, asphalt, subgrade compaction and aggregates.
- Monitor quality control and quality assurance material testing results.
- Perform inspections of erosion and sediment control measures and document in accordance with NPDES guidelines.
- Provide communication on behalf of the city to any residents regarding the scope or schedule of construction related activities. Provide follow up discussions with notified parties to ensure proper resolution was achieved.
- Be the point of contact with IDOT during the construction.

FINAL CLOSE-OUT PHASE

We will provide, at a minimum, the following services during the final close-out phase:

- Make final measurements of all pay items.
- Provide final calculations of all pay items.
- Obtain backup documentation required for final payment.
- Continually prepare and monitor the completion of the punch list.
- Prepare and submit the final pay request.
- Conduct final inspection of the contractor's work.

FINAL CONTRACT DOCUMENTS & AS-BUILT DRAWINGS

Upon completion of the project, V3 will prepare and monitor the completion of the final punch list. A final inspection of the contractor's work will be made. Final measurements and calculations of all pay items will be completed. The required back-up documentation will be obtained and a final payment request will be prepared and submitted. We recognize the importance of closing out the contract quickly and will strive to complete closeout within six weeks of contract completion.



EXHIBIT E
COST ESTIMATE OF CONSULTANT SERVICES WORKSHEET
FIXED RAISE

Local Public Agency	County	Section Number
City of Crest Hill	Will	
Consultant (Firm) Name	Prepared By	Date
V3 Companies, Ltd.	JDH	11/28/2022

PAYROLL ESCALATION TABLE

CONTRACT TERM	6	MONTHS	OVERHEAD RATE	159.00%
START DATE	3/31/2023		COMPLEXITY FACTOR	0
RAISE DATE	4/1/2023		% OF RAISE	2.00%
END DATE	9/29/2023			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	3/31/2023	4/1/2023	0	0.00%
1	4/2/2023	10/1/2023	6	102.00%

The total escalation = 2.00%

MAXIMUM PAYROLL RATE	
ESCALATION FACTOR	2.00%

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

BLR 05514 (Rev. 04/30/24)
Subconsult 140

SUBCONSULTANTS

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

[illegible]**Total**

0.00

0.00 BLR 05514 (Rev. 04/3
Subconsul

City of Crest Hill

Will

Item 12.

City of Crest Hill

Will

Item 12.

Exhibit E Cost Estimate of Consultants Services Worksheet Fixed Raise

SHEET 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			CONSTRUCTION PHASE			FINAL CLOSE-OUT PHASE			AS-BUILTS								
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Administration	29.19	20.0	1.88%	0.55	10	1.08%	0.32				10	28.57%	8.34						
Project Manager II	68.07	15.0	1.41%	0.96	5	0.54%	0.37	5	4.76%	3.24	5	14.29%	9.72						
Resident Construction Manager II	61.18	0.0																	
Resident Construction Manager I	59.14	1,030.0	96.71%	57.20	910	98.38%	58.18	100	95.24%	56.32	20	57.14%	33.79						
Senior Proejct Enignieer	40.80	0.0																	
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TOTALS		1065.0	100%	\$58.70	925.0	100.00%	\$58.86	105.0	100%	\$59.57	35.0	100%	\$51.86	0.0	0%	\$0.00	0.0	0%	\$0.00



V3 COMPANIES GENERAL TERMS AND CONDITIONS

1. CLIENT'S RESPONSIBILITIES

CLIENT shall do the following in a timely manner so as not to delay the services of CONSULTANT.

- a. Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, borings, probings and subsurface explorations, hydrographic surveys, laboratory tests, environmental assessment and impact statements, property, boundary, easement, right-of-way, topographic and utility surveys, property and legal descriptions, zoning, deed and other land use restrictions; all of which CONSULTANT may use and rely upon in performing services under this Agreement.
- b. Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.
- c. Give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services, or any defect or non-conformance in the work of any Contractor.

2. CONSULTANT'S RESPONSIBILITIES

CONSULTANT will render engineering and/or other Professional Services in accordance with generally accepted and currently recognized practices and principles and in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality. CONSULTANT makes no warranty, either expressed or implied, with respect to its services.

- a. Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the CLIENT and any other party concerning the Project, the CONSULTANT shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the CLIENT, the construction contractor, other contractors or subcontractors, other than its own activities or own subcontractors in the performance of the work described in this agreement. Nor shall the CONSULTANT be responsible for the acts or omissions of the CLIENT, or for the failure of the CLIENT, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the CONSULTANT.
- b. CLIENT reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and CONSULTANT and CLIENT shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes.
- c. The CONSULTANT will be responsible for correctly laying out the design data shown on the contract documents where construction staking services are a part of this Agreement. The CONSULTANT is not responsible for, and CLIENT agrees herewith to hold CONSULTANT harmless from any and all errors which may be contained within the Contract Documents. It is expressly understood that the uncovering of errors in the plans and specifications is not the responsibility of the CONSULTANT and any and all costs associated with such errors shall be borne by others.

3. TERMS OF PAYMENT

CONSULTANT shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred, based upon CONSULTANT's estimate of the proportion of the total services actually completed at the time of billing or based upon actual hours expended during the billing period. CLIENT shall make prompt monthly payments in response to CONSULTANT's monthly statements.

If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty (30) days after receipt of CONSULTANT's statement therefore, the past amounts due CONSULTANT will be increased at the rate of 1.5% per month from said thirtieth day. CONSULTANT may after giving seven days written notice to CLIENT, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges including all costs of collection (including reasonable attorneys' fees). CONSULTANT shall have no liability whatsoever to CLIENT for any costs or damages as a result of such suspension.

4. SUSPENSION OF SERVICES

CLIENT may, at any time, by written order to CONSULTANT require CONSULTANT to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order CONSULTANT shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. CLIENT, however, shall pay all costs associated with the suspension. If the project resumes after being suspended 30 days or more, the contract fee may be re-negotiated to reflect costs of delay, start-up, and other costs.

5. TERMINATION

This Agreement may be terminated by either party upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by CLIENT, under the same terms, whenever CLIENT shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by CONSULTANT either before or after the termination date shall be reimbursed by CLIENT.

6. ATTORNEY'S FEES

In the event of any dispute that leads to litigation arising from or related to the services provided under this agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees and other related expenses. Prevailing party is the party who recovers at least 75% of its total claims in the action or who is required to pay no more than 25% of the other party's total claims in the action when considered in the totality of claims and counterclaims, if any. In claims for money damages, the total amount of recoverable attorney's fees and costs shall not exceed the net monetary award of the prevailing party.

7. REUSE OF DOCUMENTS

All documents including but not limited to Reports, Drawings and Specifications prepared or furnished by CONSULTANT (and CONSULTANT's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project and CONSULTANT shall retain an ownership and property interest therein whether or not the Project is completed. Upon payment to CONSULTANT for services performed, CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT, or to CONSULTANT's independent professional associates or consultants, and CLIENT shall indemnify, defend, and hold harmless CONSULTANT and CONSULTANT's independent professional associates and consultants from all claims, damages, losses and expenses including reasonable attorney's fees and costs of defense arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

8. INSURANCE

Upon CLIENT request the CONSULTANT shall provide the CLIENT with certificates of insurance evidencing all coverages held by the CONSULTANT.

In order that the CLIENT and the CONSULTANT may be fully protected against claims, the CLIENT agrees to secure from all CONTRACTORS and SUBCONTRACTORS working directly or indirectly on the project, prior to the commencement of work of any kind, a separate policy of insurance covering public liability, death and property damage naming the CLIENT and the CONSULTANT and their officers, employees and agents as additional insureds, and that said CONTRACTOR and SUBCONTRACTORS shall maintain such insurance in effect and bear all costs for the same until completion or acceptance of the work. Certificates of said insurance shall be delivered to the CLIENT and to the CONSULTANT as evidence of compliance with this provision. However, the lack of acknowledgment and follow-up by CONSULTANT regarding the receipt of said certificates does not waive CLIENT's and CONTRACTOR's obligation to provide said certificates.

9. DIGITAL TRANSMISSIONS.

The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted digitally, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted digitally; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the parties, or provision thereof the fact that a digital transmission was used.

10. CERTIFICATIONS, GUARANTEES AND WARRANTIES

CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in the CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence the CONSULTANT cannot ascertain. CLIENT also agrees not to make resolution of any dispute with CONSULTANT or payment of any amount due to the CONSULTANT in any way contingent upon the CONSULTANT signing any such certification.

11. INDEMNIFICATION

CONSULTANT agrees to the fullest extent permitted by law, to indemnify and hold CLIENT harmless from loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused by CONSULTANT's, or its employees' negligent acts, errors or omissions in the performance of professional services under this Agreement.

CLIENT agrees to the fullest extent permitted by law, to indemnify and hold CONSULTANT harmless from any loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused solely by CLIENT's, its agents or employees, negligent acts, errors or omissions in the performance of professional services under this Agreement

If the negligence or willful misconduct of both the CONSULTANT and CLIENT (or a person identified above for whom each is liable) is a cause of such damage or injury, the loss, cost, or expense shall be shared between CONSULTANT and CLIENT in proportion to their relative degrees of negligence acts, errors or omissions and the right of indemnity shall apply for such proportion.

12. WAIVER OF CONTRACT BREACH

The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

13. LIMITATION OF LIABILITY

CLIENT and CONSULTANT have discussed the risks, rewards, and benefits of the project and the CONSULTANT's total fee for services. Risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, the CONSULTANT's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes shall not exceed \$100,000. Such causes include but are not limited to the CONSULTANT's negligence, errors, omissions, strict liability, or breach of contract.

14. HAZARDOUS MATERIALS

The Consultant, its principals, employees, agents or consultants shall perform no services relating to the investigation, detection, abatement, replacement, discharge, or removal of any toxic or hazardous contaminants or materials on this project. The Owner acknowledges that, with regard to this Agreement, the CONSULTANT has no professional liability (errors and omissions) or other insurance for claims arising out of the performance or failure to perform professional services related to the investigation, detection, abatement, replacement, discharge or removal of products, materials or processes containing asbestos or any other toxic or hazardous contaminants or materials ("Hazardous Materials"). Those services are not included in the scope of this Agreement.

15. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Illinois.

January 13, 2023

Ms. Dana West
Senior Project Manager
Robinson Engineering, Ltd.
10045 West Lincoln Highway
Frankfort, Illinois 60423

Subject: Construction Testing and Inspection Services
City of Crest Hill – Watermain Project
Various Streets
Crest Hill, IL 60403
Proposal No. 23-P032

Dear Ms. West:

Geocon Professional Services is pleased to submit this proposal for providing construction materials testing services on the above referenced project. A brief description of our understanding of the project and a discussion of the scope of services to be provided are included in the following paragraphs.

Project Understanding

The project is located in the City of Crest Hill, IL and will consist of watermain improvements.

Scope of Work

Geocon proposes to provide technical personnel to perform the necessary testing and monitoring services in accordance with the project specifications or other applicable guidelines. It is understood that the testing services required for this project may include the following:

- *HMA QC/QA testing and monitoring*
- *Concrete QC/QA testing and monitoring*

Fee Proposal

It is proposed to perform the services on a unit charge basis in accordance with the Proposed Fee Schedule and pursuant to the General Conditions, both of which are enclosed herein and considered part of this proposal. Based on Geocon's previous experience on similar sized projects, it is estimated that the total fee for testing services on this project may be on the order of **\$6,293.00**. The final compensation will depend upon the actual number of laboratory tests performed and technical time expended for this project. Any special equipment or test procedures not included on the fee schedule can be quoted upon request.

Authorization

Geocon will proceed with the work on the basis of written authorization. Please sign in the acceptance block below and return one copy of this proposal for our files.

Should you have any questions regarding this proposal, or if we could be of any other assistance, please feel free to call us at our office. We are looking forward to working with you on this project.

Sincerely

GEOCON PROFESSIONAL SERVICES, LLC



Joe Abu-Bakr

Project Engineer

Ph: 224-587-9185

Email: joe.abu-bakr@geoconcompanies.com



Nick Lococo, P.E.

Senior Engineer

Ph: 708-253-9634

Email: nick.lococo@geoconcompanies.com

Attachments: Proposed Fee Schedule
General Conditions

ACCEPTANCE OF PROPOSAL AND ENCLOSURES

FIRM: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

Construction Testing Cost Estimate - Proposal No. 23-P032

City of Crest Hill – Watermain Project - January 13, 2023

ITEM 1: Bituminous and Concrete Paving Inspection and Testing

Senior Engineering Technician: Perform Concrete Testing and Asphalt Density Testing for HMA and Concrete Pavement

Estimated Total Hours:	0 days @	8 hrs./day	0.0 Hours	Concrete Curb & Gutter & Sidewalks
	2 days @	4 hrs./day	8.0 Hours	Concrete Curb & Gutter & Sidewalks
	1 days @	8 hrs./day	8.0 Hours	Asphalt and Concrete Paving/Patching
	2 days @	4 hrs./day	8.0 Hours	Asphalt and Concrete Paving/Patching
	5 days		24.0	
	0 days	0.0 hrs/day	0.0 Hours	(Overtime)
			0.0 Hours	

Item	Quantity	Unit Fee	Total
Senior Engineering Technician	24.0 Hours	\$ 137.00	\$ 3,288.00
Senior Engineering Technician-Overtime	0.0 Hours	\$ 205.50	\$ -
Asphalt Core (Gmb), per core	2.0 Cores	\$ 55.00	\$ 110.00
HMA Gyratory Compaction Test (Gmm, Gmb, Voids)	2.0 Tests	\$ 275.00	\$ 550.00
HMA Extraction test	2.0 Tests	\$ 220.00	\$ 440.00
Cylinder Pick-up	2.0 Days	\$ 275.00	\$ 550.00
Trip Charge (incl. mileage, truck charges)	6.0 Trips	\$ 65.00	\$ 390.00
Moisture Density Relationship (Std./Mod. Proctor)	0.0 Each	\$ 225.00	\$ -
Concrete Compression Tests, per cylinder	18.0 Tests	\$ 25.00	\$ 450.00
Project Engineer	3.0 Hours	\$ 144.00	\$ 432.00
Senior Engineer	0.5 Hours	\$ 166.00	\$ 83.00

Total Estimated Cost: \$ 6,293.00

1. All field testing will be billed portal to portal to and from our office with a minimum charge of 4 hrs, including same day cancellations. If onsite testing exceeds 6 hours, it will be billed for a minimum 8 hour day. Full time testing, starting on the sixth consecutive 8 hour day will be billed for onsite time only.
2. Client and or contractor is responsible for providing safe access to all areas needing to be tested and or inspected including manlifts, scaffolds etc.
3. Overtime approved by the Client will be invoiced at 1.5x standard rate for work beyond eight (8) hours/day, work outside the standard 7:00-3:00 shift, and Saturdays. Sundays and Holidays will be 2.0 x standard rates. Sundays and Holidays will be 2.0 x standard rates.
4. Night shift work will be invoiced at 1.25 x standard rate.
5. All fixed hourly labor rates included in GEOCON's proposal that are governed by the Collective Bargaining Agreement (CBA) with Local 150 are subject to automatically increase March 1st of every year based on the % increase included in the governing CBA.
6. Lab testing performed on Saturdays at the request of the client will include an additional lab fee of \$200 per day.
7. Services and fees not listed will be quoted upon request. The above prices include one hard copy of reports distributed as requested and electronic distribution as needed to applicable parties.
8. Invoices will be due within 30 days from the date of issue.

Item 1. Scope of Work. GEOCON Professional Services, LLC (GEOCON) shall perform services in accordance with an "agreement" made with the "client". The agreement consists of GEOCON's proposal, Standard Fee Schedule, and these General Conditions. The "client" is defined as the person or entity requesting and/or authorizing the work, and in doing so, client represents and warrants that he is duly authorized in this role, even if performed on behalf of another party or entity, in which case the other party or entity is also considered as the client. The hiring of GEOCON signifies the acceptance of this proposal and the terms of this agreement.

The fees for services rendered will be billed in accordance with the Standard Fee Schedule; unit rates for services not covered in the Fee Schedule or elsewhere in the agreement can be provided. Any cost estimates stated in this contract shall not be considered as a firm figure unless otherwise specifically stated in this contract. The standard prices proposed for the work are predicated upon the client's acceptance of the conditions and allocations of risks and obligations described in the agreement. The client agrees to impart the terms of this agreement to any third party to whom client releases any part of GEOCON's work. GEOCON shall have no obligations to any party other than those expressed in this agreement. All fixed hourly labor rates included in GEOCON's proposal that are governed by the Collective Bargaining Agreement (CBA) with Local 150 are subject to automatically increase March 1st of every year based on the % increase included in the governing CBA.

Item 2. Site Access. The client will provide for the right-of-access to the work site. In the event the work site is not owned by the client, client represents to GEOCON that all necessary permissions for GEOCON to enter the site and conduct the work have been obtained. While GEOCON shall exercise reasonable care to minimize damage to the property, the client understands that some damage may occur during the normal course of work, that GEOCON has not included in its fee the cost of restoration of damage, and that client will pay for such restoration costs.

Item 3. Personnel Responsibility. The presence of GEOCON field representatives will be for the purpose of providing observation and field testing and does not include supervision or direction of the actual work of the contractor, his employees or agents. The contractor (s) for this project should be so advised. The contractor should also be informed that neither the presence of, nor the observation and testing by GEOCON personnel shall excuse the contractor in any way for defects discovered in his work. It is understood that GEOCON will not be responsible for job or site safety of the project. Job and site safety will be the sole responsibility of the contractor unless contracted to others.

Item 4. Observations and Tests. The term "observation" implies only that GEOCON should observe the applicable portions of the work we have agreed to be involved with and perform tests, from which to develop an opinion as to whether the work essentially complies with the job requirements. Client shall cause all tests and observation of the site, materials and work performed by GEOCON or others to be timely and properly performed in accordance with the plans, specifications and contract documents, and GEOCON's recommendations. No claims for loss, damage or injury shall be brought against GEOCON by client or any third party unless all tests and observations have been so performed and unless GEOCON's recommendations have been followed.

Item 5. Accuracy of Test Locations and Elevations. The accuracy and proximity of provided survey control will affect the accuracy of in-situ test location and elevation determinations. Unless otherwise noted, the accuracy of test locations and elevations will be commensurate only with pacing and approximate measurements or estimates.

Item 6. Degree of Certainty of Compliance. With any manufactured product, there are statistical variations in its uniformity, and in the accuracy of tests used to measure its qualities. As compared with other manufactured products, field construction usually has wider fluctuations in both product and test results. Thus, even with very careful observations and testing, it cannot be said that all parts of the product comply with the job requirements. Our proposal is for the Scope of Services requested by our client and as scheduled by the client or client's representative. The degree of certainty for compliance with project specifications is much greater with full-time observation and testing than it is with intermittent observation and testing.

Item 7. Hazardous Materials and Conditions. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the client, or other involved or contacted parties, to advise GEOCON of any known or suspected undocumented fills, hazardous materials, by-products, or constituents, and any known environmental, geologic, and geotechnical conditions, which exist on or near any premises upon which work is to be performed by GEOCON employees or subcontractors or which in any other way may be pertinent to GEOCON's proposed services,

The discovery of unanticipated hazardous materials, or suspected hazardous materials, may require that special and immediate measures be exercised to protect the health and safety of GEOCON site personnel and/or the public. GEOCON may at its option and on the basis of its judgment and opinion, exercise such precautions to complete the project, or terminate further work on the project. In either case, the client will be notified as soon as practically possible, and the client agrees to bear all reasonable and equitable cost adjustments, if any, associated with such measures taken,

Item 8. Reports and Ownership of Documents. GEOCON will furnish three copies of the report to the client. Additional copies will be furnished to the owner or others at the rate specified in the fee schedule. All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by GEOCON as instruments of service, shall remain the property of GEOCON, unless there are other contractual agreements. GEOCON will retain final reports relating to the services performed for a period of 5 years following submission of the report. Client agrees to return upon demand and will not use for any purpose whatsoever all reports and other work furnished to client or his agent which are not paid for.

Item 9. Confidentiality. GEOCON shall hold confidential the business and technical information

obtained or generated in performance of services under this agreement and identified in writing by the client as "confidential". GEOCON shall not disclose such information except if such disclosure is required by governmental statute, ordinance, or regulation; for compliance with professional standards of conduct for public safety, health, and welfare concerns; or for protection of GEOCON against claims or liabilities arising from performance of its services.

The technical and pricing information contained in any report or proposal submitted by GEOCON is to be considered confidential and proprietary and shall not be released or otherwise made available to any third party without the express written consent of GEOCON.

Item 10. Standard of Care. GEOCON will perform the services under this agreement in accordance with generally accepted practice, in a manner consistent with that level of care and skill ordinarily exercised by members of this profession under similar circumstances. No other warranties implied or expressed, in fact or by law, are made or intended in this agreement. The client recognizes that subsurface soil, groundwater and other materials can vary between sampling and testing points and with time, and that the Interpretation of data, and opinions and recommendations made by GEOCON are based solely on obtained data. Such limitations can result in a redirection of conclusions and Interpretations where new or changed information is obtained. GEOCON will not be responsible for the interpretation by others, of data obtained by GEOCON.

Item 11. Limitations of Liability. The client agrees to limit GEOCON's liability to the client and all parties claiming through the client or otherwise claiming reliance on GEOCON's services, allegedly arising from GEOCON's professional acts or errors and omissions, to a sum not to exceed the lesser of GEOCON's fees for the services performed on the project, or \$25,000.00, provided that such claims are not attributable to GEOCON's gross negligence or intentional misconduct. In this latter event, the limit of liability will be increased to \$25,000 less any applicable insurance amount covering alleged damages or claims. In no event shall GEOCON or any other party to this agreement, including parties which may have or claim to have a direct or indirect reliance on GEOCON's services, be liable to the other parties for incidental, indirect, or consequential damages arising from any cause.

Item 12. Insurance and Indemnity. GEOCON represents that they now carry, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over their employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Additionally, insured on a primary and non-contributory basis with respect to the general liability and auto liability coverage only. Waivers of subrogation applies to the general liability, auto liability, and workers compensation in favor of the stated additional insureds. Certificates of insurance can be provided to the client upon written request. GEOCON shall not be responsible for any loss, damage, or liability beyond the insurance limits and conditions. GEOCON agrees to indemnify the client from and save client harmless against any loss, damage, or liability stemming from acts of gross negligence by GEOCON. Except as expressly set forth in Item Nos. 11 and 12, the client agrees to hold GEOCON, its officers, directors, agents, and employees, harmless from any claims, suits or liability including but not limited to attorney fees, costs of settlement and other incidental costs, for personal injury, death, illness, property damage or any other loss, allegedly arising from or related to GEOCON's performance of work.

Item 13. Modification. This agreement and all attachments pursuant to this agreement represent the entire understanding between the parties, and neither the client nor GEOCON may amend or modify any aspect of this contract unless such alterations are reduced to writing and properly executed by the parties hereto. These terms and conditions shall supersede all prior or contemporaneous communications, representations, or agreements, and any provisions expressed or implied in the request for proposal, purchase order, authorization to proceed, or other contradictory provisions, whether written or oral.

Item 14. Termination. This agreement may be terminated by either party upon seven day's prior written notice. In the event of termination, GEOCON shall be compensated by the client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place GEOCON's files in order and/or protect its professional reputation.

Item 15. Payment. Invoices for performed work will be submitted monthly for services rendered the prior month and/or upon completion of said services, payable within 30 days of invoice date. The fees quoted are based upon an expected timely payment. An interest charge of 1.5% per month will be added to delinquent charges; however, GEOCON at its option may terminate its services due to client's failure to pay when due. In the event of termination of services prior to completion, client shall compensate GEOCON for all services performed prior to and for such termination,

Item 16. Sample Disposal. Unless otherwise agreed, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed of thirty (30) days after submission of GEOCON's report.

Item 17. Third Party Reliance. The Services provided are for GEOCON and Client's sole benefit and exclusive use with no third-party beneficiaries intended. Reliance upon the Services and any work product is limited to Client and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, GEOCON will issue additional reports agreed upon with Client, however Client understands that such reliance will not be granted to parties sign and return a reasonably acceptable reliance agreement and GEOCON receive agreed-upon reliance fee.



Agenda Memo

Crest Hill, IL

Meeting Date:	February 6, 2023
Submitter:	Ronald J Wiedeman
Department:	Engineering
Agenda Item:	Execution of a Professional Service Agreement with Christopher Burke to perform design engineering services for the Theodore Street & Gaylord/Cedarwood Eastbound Left Turn Signal Addition for an amount of \$29,500.00.

Summary: The existing signalized intersection of Theodore Street & Gaylord/Cedarwood currently does not provide a protected left turn lane and arrow. The other 3 legs of this intersection do have existing green turn arrows. Below are a few issues at this intersection that are created due to this condition.

1. The existing condition provides a reduce amount of green time for traffic heading eastbound than what is seen for westbound traffic.
2. As traffic volumes increase in the future this condition will increase delay times for eastbound traffic.
3. As traffic volume increase the need for a protected left turn lane for both the east and westbound traffic will be needed due to the increase of left turn movements.

Staff has reviewed the existing condition and below are potential solutions;

1. Do nothing.
2. Use the existing pavement width to create a protected left turn lane for both eastbound and westbound traffic and install a new eastbound left turn signal. This solution will create a single through lane for both east and westbound traffic.
3. Widen the existing pavement to provide for two through lanes and a single left turn lanes for both the eastbound and westbound traffic.

Staff hired Christopher Burke to complete a Traffic Analysis to review solution 1 (existing conditions) and solution 2 above. The analysis concluded that solution 2 will provide the same delay times with today's traffic and future 2050 traffic volumes. In conclusion, this intersection configuration from solution 2 will provide the same capacity today as in the year 2050 while also providing protection for traffic making all left turn movements.

The 3rd solution was not analysis in the traffic study because it would function significantly better than option 1 or 2 due to its increased capacity to handle traffic. The existing and future traffic volumes are not anywhere near the the capacity an intersection of this design can handle. This solution was eliminated based on cost/benefit analysis. The cost to widen the pavement, install new traffic signal poles and utility relocations are not worth the benefit of the increased and unneeded capacity. Construction estimates would be over \$850,000 not including existing utility relocation costs.

Therefore, staff is recommending solution 2 listed above. Based on the capacity analysis and the cost/benefit analysis.

The construction cost for this work is estimated between \$120k-\$150k and will include the required traffic signal modifications of the existing signals along with the remarking of the intersection to provide an eastbound protected left turn lane and the installation of illuminated street signs. The plan would be to include this work in the 2023/2024 MFT program.

The resurfacing of the intersection would be handled under a separate contract as discussed under the city roadway and funding discussion.

Staff would also like to council to consider approval of a design contact at the next council meeting so the design for this work can be completed during the winter/spring with construction planned in the summer of 2023. The amount for this work is \$29,500 which I have attached for your review. Funds are available in the current budget to pay for this work.

Recommended Council Action:

To execute a professional services agreement with Christopher Burke to perform design engineering services for the Theodore Street & Gaylord/Cedarwood Eastbound Left Turn Signal Addition for an amount of \$29,500.00.

Financial Impact:

Funding Source: General Fund

Budgeted Amount: 30,000

Cost: \$29,500

Attachments:

Crest Hill Theodore and Gaylord Final Design:121622 (002)



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

December 16, 2022

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

Attention: Ron Wiedeman, PE – City Engineer

Subject: Professional Engineering Services Proposal for Final Design
Theodore Street & Gaylord Road/Cedarwood Drive
Crest Hill, Illinois

Dear Mr. Wiedeman:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal for professional engineering services related to the final design of intersection improvements for the intersection of Theodore Street and Gaylord Road/Cedarwood Drive. Included in this Proposal is our Understanding of the Assignment, Scope of Services, and Estimate of Fee.

UNDERSTANDING OF THE ASSIGNMENT

The City is requesting that CBBEL prepare a construction bid package complete with pavement marking plans, traffic signal modification plans, special provisions and estimates for the requested intersection improvements at Theodore Street and Gaylord Road/Cedarwood Drive, located within and maintained by the City of Crest Hill.

Proposed intersection improvements will consist of revising the east and west approaches to include left turn channelization and a lane drop per MUTCD requirements. Traffic signal modification plans will include replacement of all existing traffic signal heads, the installation of new 5-section signal heads for the eastbound approach, new LED pedestrian signal heads with countdown timers, and new APS pushbuttons, as well as supplemental traffic signal posts to ensure APS pushbuttons meet MUTCD placement requirements and PROWAG ADA reach requirements. In addition, the existing traffic signal controller will be replaced.

SCOPE OF SERVICES

Task 1 – Data Collection and Field Reconnaissance: This task involves field surveys, aerial photographs and observations, the collection and review of relevant information, and data collection to obtain an accurate record of existing traffic signal at the subject intersections, including record drawings.

Task 2 – Pavement Marking Plans: We will prepare pavement marking plans at 1" = 20' scale using survey data previously obtained. The plans will be prepared with all signing and pavement marking in accordance with MUTCD Part 2 and Part 3.

Task 3 – Traffic Signal Plans: This task involves preparation of plans, specifications and estimates for all proposed traffic signal modification improvements. Temporary traffic signal plans are not anticipated.

Task 3.1 – Traffic Signal Removal Plans: We will prepare the traffic signal removal plans at 1" - 20' scale using survey data previously obtained. The traffic signal removal plans will be prepared in general accordance with IDOT D1 Bureau of Traffic standards and formatting.

Task 3.2 – Traffic Signal Modification Plans: We will prepare the traffic signal modification plans at 1" – 20' scale using survey data previously obtained. The traffic signal modification plans will be prepared in general accordance with IDOT D1 Bureau of Traffic standards and formatting.

The traffic signal modification plans will include the following:

- a. Traffic Signal Modification Plan
- b. Cable Plan
- c. Phase Designation Diagrams
- d. Electrical Service Requirements Chart
- e. Schedule of Quantities
- f. Special Details

Task 4 – Specifications and Estimate of Cost: CBBEL will prepare specifications and applicable special provisions. An engineer's opinion of probable construction cost will be prepared for the project based on the Pavement Marking Plans and Traffic Signal Modification Plans.

Task 5 – Bidding Assistance: CBBEL will assist the City in the preparation of the Notice to Bidders, electronically provide plans and bid documents to contractors, answer questions, prepare a bid tab, and prepare an award recommendation. This task also includes CBBEL coordination time with the City.

Task 6 – Project Management and QA/QC: This work will include the time required for project oversight and supervision during the project, as well as all necessary QA/QC for all deliverables and submittals.

ESTIMATE OF FEE

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

<u>Task</u>	<u>Fee</u>
Task 1 – Data Collection and Field Reconnaissance	\$ 2,500
Task 2 – Pavement Marking Plans	\$ 5,000
Task 3 – Traffic Signal Plans	\$ 15,000
Task 4 – Specifications and Estimate of Cost	\$ 1,500
Task 5 – Bidding Assistance	\$ 3,500
Task 6 – Project Management and QA/QC	\$ 2,000
TOTAL NOT-TO-EXCEED FEE	\$ 29,500

We will bill you at the hourly rates specified in the attached Schedule of Charges and establish our contract in accordance with the previously agreed to General Terms and Conditions. We will not exceed the fee without written permission of the client. The General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services.

We trust that you will find this proposal responsive to your request. If this proposal meets with your approval, please sign and return one copy of this agreement as an indication of your acceptance and notice to proceed. Should you have any questions, please do not hesitate to call.

Sincerely,



Michael E. Kerr, PE
President

Encl. 2022 Schedule of Charges
Crest Hill General Terms and Conditions

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

BY: _____

TITLE: _____

DATE: _____

CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
JANUARY 2022

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Principal	275
Engineer VI	260
Engineer V	210
Engineer IV	175
Engineer III	155
Engineer I/II	125
Survey V	230
Survey IV	210
Survey III	185
Survey II	150
Survey I	115
Engineering Technician V	205
Engineering Technician IV	165
Engineering Technician III	120
Engineering Technician I/II	75
CAD Manager	195
CAD II	140
GIS Specialist III	160
GIS Specialist I/II	100
Landscape Architect	180
Landscape Designer I/II	105
Environmental Resource Specialist V	220
Environmental Resource Specialist IV	170
Environmental Resource Specialist III	130
Environmental Resource Specialist I/II	95
Environmental Resource Technician	125
Administrative	110
Engineering Intern	65
Information Technician III	140
Information Technician I/II	120

Direct Costs

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

*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2022.

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

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.
Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.
Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.

4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Revised 121222

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Agenda Memo**Crest Hill, IL**

Meeting Date:	02-06-2023
Submitter:	Police Chief Edward Clark
Department:	Police Department
Agenda Item:	Seeking approval of purchase of Automated External Defibrillators for squad cars

Summary: Every year the City receives grant money from the insurance consortium SWARM. The money is allocated to various departments for the purchase of safety equipment. This year we decided to purchase AED devices for as many squad cars as possible. We were able to purchase thirteen Zoll AED devices through Second chance cardiac solutions. The purchase price was obtained through the CMS Illinois State Contract (see attached). The purchase will be reimbursed after the purchase. The purchase also comes with thirteen Military grade trauma rescue packs. I am formally asking for your approval to use SWARM grant money to purchase these devices.

Recommended Council Action: Approval of purchase of Automated External Defibrillators.

Financial Impact: None

Funding Source: Swarm Safety Grant

Budgeted Amount: \$23,399.87

Cost: \$23,399.87

Attachments: Invoice from Second Chance Cardiac Solutions, Inc.

Second Chance Cardiac Solutions, Inc.
 PO Box 152
 Yorkville, IL 60560
 +1 8005502337
 sales@sccsolutions.net
 www.sccsolutions.net

Invoice



BILL TO
Chief Edward Clark City of Crest Hill 1610 Plainfield Rd Crest Hill, IL 60403

SHIP TO
Chief Edward Clark City of Crest Hill 1610 Plainfield Rd Crest Hill, IL 60403

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
23-001-2024	01/16/2023	\$23,399.87	01/16/2023	backorder	

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

SHIP VIA
BEST WAY

P.O. NUMBER
31087

PRODUCT	QTY	UNIT PRICE	TOTAL
8511-001102-01 Illinois State CMS Contract 21-416CMS-BOSS4-P28118 Zoll AED 3 Package Includes: 8-year AED Warranty Color touchscreen LCD display WiFi enabled Real CPR Help® CPR Uni-padz Fast Response Kit Lithium Battery Pack 3 - 5 Years Life	13	1,799.99	23,399.87T
HSWPC38 WaterProof AED Case - Hard Sided IP65 Rated- Watertight and Dust Proof Pick and Pluck Foam Insert for Impact absorbing protection Internal Dimensions: 14-15/16" x 10-9/16" x 6-11/16"	13	0.00	0.00T
AED ProTracker Online AED Program Management - 1 Year License 1. AED Equipment tracking & reporting 2. Pad and Battery expiration notices 3. Inspection reminders 4. Interactive reporting console Website: www.AEDProtracker.com Login: email address Password: aed123	1	0.00	0.00T
AED Setup Initial Set up of your AED	13	0.00	0.00
Free Shipping Free shipping	1	0.00	0.00T
AED Inspection Tag AED Inspection Tag - Utilized to document pertinent AED details and AED inspections as recommended by the manufacturer.	13	0.00	0.00T
Backordered	13	0.00	0.00T

Please remit payment to:
 Second Chance Cardiac Solutions
 PO Box 152
 Yorkville, IL 60560

Please note: Terms are Net 30. Interest charges of 1.5% per month charged after 60 days.

PRODUCT	QTY	UNIT PRICE	Item 14.
Significant Manufacturer Backorder - ships upon availability. 8911-003000-01 DISCOUNTED	13	0.00	0.00T
Mobilize Rescue System - COMPACT rescue system, Durable Military Grade Nylon Soft Case with Rescue Supplies for Trauma and Cardiac Arrest, Includes Multi-user App License. Equipment: 1 - SOF-T Wide Tourniquet 1 - 4" Emergency Trauma Dressing 1 - QuikClot® Bleeding Control Dressing 1 - Hyfin® Chest Seal 1 - CPR Face Shield with Bite Block 1 - Emergency Space Mylar Blanket 1 - Trauma Shears 8 - Nitrile Gloves			

Ensure AED compliance and limit liability with regular inspections and professional AED Program Management with our web-based software and other service options. For more information, email service@sccsolutions.net or call 800-550-AEDS.

SUBTOTAL	23,399.87
TAX (0%)	0.00
TOTAL	23,399.87
BALANCE DUE	\$23,399.87

Please remit payment to:
Second Chance Cardiac Solutions
PO Box 152
Yorkville, IL 60560

Please note: Terms are Net 30. Interest charges of 1.5% per month charged after 60 days.



Agenda Memo**Crest Hill, IL**

Meeting Date: 02-06-2023
Submitter: Police Chief Edward Clark
Department: Police Department
Agenda Item: Request to hire two Police Officers from the Civil Service list

Summary: This 2022-23 budget included the hiring of two Police Officers. This will bring the Department strength to 34 Police Officers. I currently have two spots reserved for the May 2023 Suburban Law Enforcement Academy. Our goal is to have the candidates through the background process and ready by May 2023. I will bring the candidates to the City Council meeting once hired. I am formally asking permission to hire two Police Officers.

Recommended Council Action: Hiring of two Police Officers.

Financial Impact: \$ 87,128

Funding Source: General Fund

Budgeted Amount: \$187,128

Cost: \$187,128

Attachments:



Agenda Memo**Crest Hill, IL**

Meeting Date: February 6, 2023
Submitter: Mayor Raymond R. Soliman
Department: Mayor's Office
Agenda Item: Crest Hill Pony Baseball-Ad Donation

Summary:

Crest Hill Pony Baseball is requesting us to purchase a full page ad in their roster/schedule year book for the 2023 baseball season for \$65.00.

Recommended Council Action:

Approval per discussion at the January 23, 2023 work session.

Financial Impact:

Funding Source:

Budgeted Amount:

Cost:

Attachments:

CREST HILL PONY BASEBALL

January 15, 2023

Spring is just around the corner, and we at Crest Hill Pony Baseball are busy trying to finalize things for the upcoming season. Let me tell you a little about our program and how you can help us.

We are a not-for-profit youth baseball program affiliated with PONY Baseball, Inc. We give all children ages 4-14 the chance to learn and play baseball in an organized program. We pride ourselves in giving every youth in the community a chance to participate.

What we would like from you is to take an advertisement out in our yearbook. The yearbook is given to every player in our organization and has a complete list of all rosters and schedules. The book is about 60 pages and is approximately 4" x 6". A full page ad is \$65.00. You can give us a copy of the advertisement that you want or we will make one for you by using your business card or letterhead.

Please make your check payable and mail it to:

Crest Hill Pony Baseball
c/o Donna Marshall

This is a great way to show you care about today's youth and get your business noticed at the same time. Please respond by **March 15th** so we can get these ads to the printer in time to have them available on our opening day, April 10, 2023.

I would like to thank you in advance for your support. If you have any questions please call me at [REDACTED]

Thank you,

Donna Marshall

_____ full page advertisement \$65.00

name of business & contact person _____



City Council Agenda Memo

Crest Hill, IL

Meeting Date:	February 6, 2023
Submitter:	Lisa Banovetz, Director of Finance / Glen Conklin, Treasurer
Department:	Treasurer's Office
Agenda Item:	Approval of an ordinance adopting the budget system and adding a new chapter 3.01, section 3.01.010 (budget system adopted) to Title 3 (revenue and finance) of the City of Crest Hill Code of Ordinances

Summary: The City's is seeking City Council's approval of an ordinance adopting the budget system and adding a new chapter 3.01, section 3.01.010 (budget system adopted) to Title 3 (revenue and finance) of the City of Crest Hill Code of Ordinances. This was discussed at the January 23, 2023 work session.

The budget system of financial planning and management would require the adoption of a budget officer and the responsibility of the budget officer would be to complete an annual budget, in lieu of the annual appropriation ordinance. This process would require the City to adopt its annual budget prior to the beginning of the next fiscal year (or by April 30th of each fiscal year).

A budget system of financial planning and management is more in keeping with modern accounting principles. It allows for a provision to authorize the accumulation of funds over a period of years to be used to construct capital improvements in addition to a specific provision authorizing a fund for contingency purposes. It also provides the City and its departments with the ability to manage a total expenditure amount by department, rather than being accountable for individual line item budgeted amounts. The municipality would be required to publish a tentative budget available for public inspection for at least ten (10) days prior to its passage under the budget system of financial planning and management.

Recommended Council Action: Approval of an ordinance adopting the budget system and adding a new chapter 3.01, section 3.01.010 (budget system adopted) to Title 3 (revenue and finance) of the City of Crest Hill Code of Ordinances as discussed at the January 23, 2023 work session.

Financial Impact:

Funding Source: N/A

Budgeted Amount: N/A

Cost: N/A

Attachments: Approval of an ordinance adopting the budget system and adding a new chapter 3.01, section 3.01.010 (budget system adopted) to Title 3 (revenue and finance) of the City of Crest Hill Code of Ordinances

ORDINANCE NO. _____

**AN ORDINANCE ADOPTING THE BUDGET SYSTEM AND ADDING A NEW
CHAPTER 3.01, SECTION 3.01.010 (BUDGET SYSTEM ADOPTED) TO TITLE 3
(REVENUE AND FINANCE) OF THE CITY OF CREST HILL CODE OF
ORDINANCES**

WHEREAS, the City Council of the City of Crest Hill has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs and protect the public health, safety, and welfare of its citizens; and

WHEREAS, the City of Crest Hill has heretofore used the appropriation ordinance system of finance; and

WHEREAS, Pursuant to 65 ILCS 5/8-2-9.1 the City Council of the City of Crest Hill is authorized to adopt the budget system in lieu of the annual appropriation ordinance system by a two-thirds (2/3) majority vote of those members of the corporate authorities then holding office; and

WHEREAS, the City Council of the City of Crest Hill has determined that it is in the best interests of the City of Crest Hill and its citizens to change to the budget system by adopting Section 8-2-9.1 and Sections 8-2-9.2 through 8-2-9.10 of the Illinois Municipal Code as authorized therein; and

WHEREAS, pursuant to Section 8-2-9.1 of the Illinois Municipal Code (65 ILCS 5/8-2-9.1), upon adoption of Section 8-2-9.1 and Sections 8-2-9.2 through 8-2-9.10 of the Illinois Municipal Code, the corporate authorities shall have a budget officer; and

WHEREAS, pursuant to said grant of authority, the City Council of the City of Crest Hill has determined, by a two-thirds (2/3) majority vote of those members of the corporate authorities holding office, to adopt Section 8-2-9.1 and Sections 8-2-9.2 through 8-2-9.10 of the Illinois Municipal Code; and

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

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

SECTION 2: The corporate authorities hereby adopt the budget system, as set forth in Section 8-2-9.1 and Sections 8-2-9.2 through 8-2-9.10 of the Illinois Municipal Code.

SECTION 3: That Title 3, Revenue and Finance of the Crest Hill Code of Ordinances,

shall be amended to add a new Chapter 3.01 Budget System Adopted, including Section 3.01.010, as follows:

TITLE 3: REVENUE AND FINANCE

Chapter

- 3.01 BUDGET SYSTEM ADOPTED**
- 3.02 LOCALLY IMPOSED AND ADMINISTERED TAX RIGHTS AND RESPONSIBILITIES**
- 3.04 MUNICIPAL USE TAX**
- 3.10 NON-HOME RULE MUNICIPAL RETAILERS' OCCUPATION TAX AND MUNICIPAL SERVICE OCCUPATION TAX**
- 3.14 TELECOMMUNICATIONS INFRASTRUCTURE MAINTENANCE FEE**
- 3.15 SIMPLIFIED MUNICIPAL TELECOMMUNICATIONS TAX**
- 3.16 HOTEL AND MOTEL ACCOMMODATIONS TAX**
- 3.17 MUNICIPAL AUTOMOBILE RENTING OCCUPATION TAX**
- 3.18 ELECTRIC UTILITY TAX**
- 3.19 MUNICIPAL UTILITY TAX**
- 3.20 TAX ON THE GROSS RECEIPTS OF PLACES FOR EATING**

CHAPTER 3.10 BUDGET SYSTEM ADOPTED

Section

3.10.010 Budget System Adopted

§ 3.10.010 BUDGET SYSTEM ADOPTED

The City of Crest Hill hereby adopts Section 8-2-9.1 and Sections 8-2-9.2 through 8-2-9.10 of the Illinois Municipal Code (65 ILCS 5/8-2-9.1; 5/8-2-9.2-10) and shall heretofore pass an annual budget under the direction of the City of Crest Hill Budget Officer in lieu of an annual appropriations ordinance.

SECTION 4: In the event that any provision or provisions, portion or portions, or clause or clauses of this Ordinance shall be declared to be invalid or unenforceable by a Court of competent jurisdiction, such adjudication shall in no way affect or impair the validity or enforceability of any of the remaining provisions, portions, or clauses of this Ordinance that may be given effect without such invalid or unenforceable provision or provisions, portion or portions, or clause or clauses.

SECTION 5: That all ordinances, resolutions, motions, or parts thereof, conflicting with

any of the provisions of this Ordinance, are hereby repealed to the extent of the conflict.

SECTION 6: That the City Clerk is hereby directed to publish this Ordinance in pamphlet form.

SECTION 7: That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

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PASSED THIS __ DAY OF ____, 2023.

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

Christine Vershay-Hall, City Clerk

APPROVED THIS _____ DAY OF _____, 2023.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk



City Council Agenda Memo

Crest Hill, IL

Meeting Date:	February 6, 2023
Submitter:	Lisa Banovetz, Director of Finance / Glen Conklin, Treasurer
Department:	Treasurer's Office
Agenda Item:	Approval of an ordinance creating the office and position of Crest Hill budget officer by adding a new Chapter 2.25 (budget officer), and sections 2.25.010 (creation of office; appointment), 2.25.020 (salary), and 2.25.030 (duties and responsibilities) to the City of Crest Hill Code of Ordinances

Summary: The City's is seeking City Council's approval of an ordinance creating the office and position of Crest Hill budget officer by adding a new Chapter 2.25 (budget officer), and sections 2.25.010 (creation of office; appointment), 2.25.020 (salary), and 2.25.030 (duties and responsibilities) to the City of Crest Hill Code of Ordinances. This was discussed at the January 23, 2023 work session.

The budget system of financial planning and management would require the adoption of a budget officer and the responsibility of the budget officer would be to complete an annual budget, in lieu of the annual appropriation ordinance. This process would require the City to adopt its annual budget prior to the beginning of the next fiscal year (or by April 30th of each fiscal year).

A budget system of financial planning and management is more in keeping with modern accounting principles. It allows for a provision to authorize the accumulation of funds over a period of years to be used to construct capital improvements in addition to a specific provision authorizing a fund for contingency purposes. It also provides the City and its departments with the ability to manage a total expenditure amount by department, rather than being accountable for individual line-item budgeted amounts. The municipality would be required to publish a tentative budget available for public inspection for at least ten (10) days prior to its passage under the budget system of financial planning and management.

Recommended Council Action: Approval of an ordinance creating the office and position of Crest Hill budget officer by adding a new Chapter 2.25 (budget officer), and sections 2.25.010 (creation of office; appointment), 2.25.020 (salary), and 2.25.030 (duties and responsibilities) to the City of Crest Hill Code of Ordinances as discussed at the January 23, 2023 work session.

Financial Impact:

Funding Source: N/A

Budgeted Amount: N/A

Cost: N/A

Attachments: Approval of an ordinance creating the office and position of Crest Hill budget officer

ORDINANCE NO. _____

**AN ORDINANCE CREATING THE OFFICE AND POSITION OF CREST HILL
BUDGET OFFICER BY ADDING A NEW CHAPTER 2.25 (BUDGET OFFICER), AND
SECTIONS 2.25.010 (CREATION OF OFFICE; APPOINTMENT), 2.25.020 (SALARY),
AND 2.25.030 (DUTIES AND RESPONSIBILITIES) TO THE CITY OF CREST HILL
CODE OF ORDINANCES**

WHEREAS, the City Council of the City of Crest Hill has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs and protect the public health, safety, and welfare of its citizens; and

WHEREAS, the City Council of the City of Crest Hill is authorized by the Illinois Municipal Code to adopt the budget system in lieu of an annual appropriation ordinance (65 ILCS 5/8-2-9.4); and

WHEREAS, the City Council of the City of Crest Hill has adopted the budget system, by a two-thirds majority vote of those members of the corporate authorities then holding office in an Ordinance Number _____ dated _____, 2023; and

WHEREAS, the City Council of the City of Crest Hill, by said Ordinance adopting the budget system, has adopted Section 8-2-9.1 and Sections 8-2-9.2 through 8-2-9.10 of the Illinois Municipal Code; and

WHEREAS, pursuant to Section 8-2-9.1 of the Illinois Municipal Code (65 ILCS 5/8-2-9.1), upon adoption of Section 8-2-9.1 and Sections 8-2-9.2 through 8-2-9.10 of the Illinois Municipal Code, the corporate authorities shall have a budget officer; and

WHEREAS, pursuant to said grant of authority, the City Council of the City of Crest Hill hereby desires to create the office and position of City of Crest Hill Budget Officer and has determined that the adoption of the budget system and having a budget officer is in the best interests of the City and its residents; and

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

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

SECTION 2: That Title 2, Administration and Personnel of the Crest Hill Code of Ordinances, shall be amended to add Chapter 2.25 Budget Officer, including Sections 2.25.010, Creation of Office; Appointment, 2.25.020 Salary, and 2.25.030 Duties and Responsibilities, as follows:

TITLE 2: ADMINISTRATION AND PERSONNEL

Chapter

2.04 GENERAL PROVISIONS
2.05 CODE OF ETHICAL CONDUCT
2.08 MAYOR
2.12 ALDERMEN
2.16 CITY CLERK
2.20 DEPUTY CITY CLERK
2.22 CITY ADMINISTRATOR
2.24 CITY TREASURER
2.25 BUDGET OFFICER
2.26 FINANCE DIRECTOR
2.28 CITY ATTORNEY
2.30 (RESERVED)
2.31 CITY ENGINEER
2.32 CHIEF OF POLICE
2.40 BUILDING COMMISSIONER; ZONING OFFICER
2.41 BUILDING INSPECTOR
2.44 ELECTRICAL INSPECTOR
2.48 PLUMBING INSPECTOR
2.50 DIRECTOR OF PUBLIC WORKS; PUBLIC WORKS DEPARTMENT
2.52 STREET DEPARTMENT
2.54 WATER AND WASTEWATER DEPARTMENT
2.56 POLICE DEPARTMENT
2.60 BOARD OF FIRE AND POLICE COMMISSIONERS
2.64 POLICE PENSION BOARD
2.72 CIVIL SERVICE COMMISSION
2.76 LIQUOR CONTROL COMMISSIONER
2.80 PLAN COMMISSION
2.84 MUNICIPAL EMPLOYEES
2.86 PERSONNEL POLICY MANUAL ADOPTION
2.88 ILLINOIS MUNICIPAL RETIREMENT FUND
2.92 ACTIONS AGAINST THE CITY
2.94 COMMUNITY DEVELOPMENT DIRECTOR
2.96 EQUAL EMPLOYMENT POLICY

CHAPTER 2.25: BUDGET OFFICER

Section

2.25.010 Creation of Office; Appointment

2.25.020 Salary

2.25.030 Duties and Responsibilities

§ 2.25.010 BUDGET OFFICER; CREATION OF OFFICE; APPOINTMENT.

The office of Budget Officer is hereby created. The Budget Officer shall be appointed by the Mayor with the advice and consent of the City Council. Pursuant to 65 ILCS 5/8-2-9.1, the Budget Officer may hold another elected or appointment municipal office and shall take an oath and post a bond as provided in 65 ILCS 5/3.1-10-25.

§ 2.25.020 BUDGET OFFICER; SALARY.

If the appointed and approved Budget Officer is the appointed Finance Director, then the Finance Director shall have the duties and responsibilities of Budget Officer with no additional salary or compensation. In the event that the appointed and approved Budget Officer does not also hold the office of Finance Director, then the salary of the Budget Officer shall be established by the City Council.

§ 2.25.030 BUDGET OFFICER; DUTIES, RESPONSIBILITIES AND POWERS.

The Duties, Responsibilities and Powers of the Budget Officer shall be as stated in 65 ILCS 5/8-2-9.2 in addition to any other powers, duties and responsibilities which may from time to time be assigned by the Mayor and City Council.

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

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

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

SECTION 6: That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

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PASSED THIS __ DAY OF ____, 2023.

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

Christine Vershay-Hall, City Clerk

APPROVED THIS _____ DAY OF _____, 2023.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk



City Council Agenda Memo

Crest Hill, IL

Meeting Date: February 6, 2023

Submitter: Lisa Banovetz, Director of Finance / Glen Conklin, Treasurer

Department: Treasurer's Office

Agenda Item: Approval of the List of Bills through February 7, 2023 in the amount of \$583,932.98

Summary: Attached is the List of Bills through February 7, 2023 in the amount of \$583,932.98.

Recommended Council Action: Approval of the List of Bills through February 7, 2023 in the amount of \$583,932.98.

Financial Impact:

Funding Source: Expenditures will be paid from the respective fund from which the expenditure originated.

Budgeted Amount:

Cost:

Attachments: Approval of the List of Bills through February 7, 2023 in the amount of \$583,932.98.pdf

Report Criteria:

Detail report type printed

[Report].Check Issue Date = 01/01/2023,01/16/2023,01/25/2023,02/07/2023

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
26	Aflac	January 2023	AFLAC 01-2023	01/26/2023	1,692.48	1,692.48	19681	02/07/2023	123	01002439
Total 26:					1,692.48	1,692.48				
46	Republic Ser	0721-007428	MONTHLY STATEMENT	01/20/2023	108,950.66	108,950.66	19754	02/07/2023	123	80005300
Total 46:					108,950.66	108,950.66				
48	All Traffic Sol	SIN035459	TRAFFICLOUD SUBSC	01/12/2023	3,000.00	3,000.00	19683	02/07/2023	123	01025300
Total 48:					3,000.00	3,000.00				
68	American Wa	7002069625	MEMBERSHIP DUES -	10/26/2022	83.00	83.00	19685	02/07/2023	123	07085341
		7002069626	RENEWAL MEMBERSH	10/26/2022	83.00	83.00	19685	02/07/2023	123	07065341
Total 68:					166.00	166.00				
82	Aramark	6030107787	MATS FOR CITY HALL/	01/10/2023	147.19	147.19	19686	02/07/2023	123	01045300
		6030107789	UNIFORMS FOR WATE	01/10/2023	61.54	61.54	19686	02/07/2023	123	07065300
		6030107789	UNIFORMS FOR EAST	01/10/2023	61.53	61.53	19686	02/07/2023	123	07085300
		6030107790	UNIFORMS FOR WEST	01/10/2023	30.07	30.07	19686	02/07/2023	123	07085300
		6030109405	UNIFORMS FOR PW	01/13/2023	308.31	308.31	19686	02/07/2023	123	01035300
		6030111103	MATS FOR PUBLIC WO	01/17/2023	30.72	30.72	19686	02/07/2023	123	01045300
		6030111107	UNIFORMS FOR WATE	01/17/2023	31.93	31.93	19686	02/07/2023	123	07065300
		6030111107	UNIFORMS FOR EAST	01/17/2023	31.92	31.92	19686	02/07/2023	123	07085300
		6030111108	UNIFORMS FOR WEST	01/17/2023	30.07	30.07	19686	02/07/2023	123	07085300
		6030112706	UNIFORMS FOR STRE	01/20/2023	160.76	160.76	19686	02/07/2023	123	01035300
		6030113868	MATS FOR CITY HALL/	01/24/2023	258.21	258.21	19686	02/07/2023	123	01045300
		6030113870	UNIFORMS FOR WATE	01/24/2023	96.46	96.46	19686	02/07/2023	123	07065300
		6030113870	UNIFORMS FOR EAST	01/24/2023	96.47	96.47	19686	02/07/2023	123	07085300
		6030113872	UNIFORMS FOR WEST	01/24/2023	30.07	30.07	19686	02/07/2023	123	07085300
Total 82:					1,375.25	1,375.25				
102	AT&T 831-00	4841206702	FIBER NETWORK P	01/19/2023	2,474.42	2,474.42	19687	02/07/2023	123	01105350
Total 102:					2,474.42	2,474.42				
103	AT&T 831-00	4543406709	INTERNET & PHONE S	01/19/2023	135.16	135.16	19688	02/07/2023	123	07065350
Total 103:					135.16	135.16				
108	AT&T 831-00	2398355709	INTERNET SERVICES	01/11/2023	690.02	690.02	19689	02/07/2023	123	01105350
Total 108:					690.02	690.02				
112	Accurate Em	AUR2148439	ACCURATE - BACKGR	02/01/2023	140.18	140.18	19680	02/07/2023	123	01105300
Total 112:					140.18	140.18				
137	Battery Servi	0094445	UNIT#208 HOT PATCH	01/03/2023	98.95	98.95	19692	02/07/2023	123	01075400
		0094660	UNIT #17 BATTERY AN	01/11/2023	455.80	455.80	19692	02/07/2023	123	01075400
		0094690	UNIT #100 BATTERIES	01/11/2023	269.85	269.85	19692	02/07/2023	123	01075400

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
Total 137:					824.60	824.60				
224	CDS Office T	INV1507875	WEBROOT	01/18/2023	72.00	72.00	19694	02/07/2023	123	01065301
Total 224:					72.00	72.00				
285	Cintas Fire P	0F94068263	FIRE & SPRINKLER AN	11/29/2022	812.49	812.49	19696	02/07/2023	123	07085300
Total 285:					812.49	812.49				
291	City of Joliet	956211	FLEET FUEL POLICE 1	01/17/2023	3,971.87	3,971.87	19697	02/07/2023	123	01075410
		956211	FLEET FUEL ENGINEE	01/17/2023	36.08	36.08	19697	02/07/2023	123	01075410
		956211	FLEET FUEL BUILDING	01/17/2023	121.35	121.35	19697	02/07/2023	123	01075410
		956211	FLEET FUEL PUBLIC	01/17/2023	4,662.25	4,662.25	19697	02/07/2023	123	01075410
		956218	FLEET FUEL POLICE 1	01/18/2023	4,202.65	4,202.65	19697	02/07/2023	123	01075410
		956218	FLEET FUEL BUILDING	01/18/2023	125.13	125.13	19697	02/07/2023	123	01075410
		956218	FLEET FUEL PUBLIC	01/18/2023	4,080.93	4,080.93	19697	02/07/2023	123	01075410
Total 291:					17,200.26	17,200.26				
320	ComEd 1494	January 2023	MONTHLY STATEMENT	01/26/2023	19.24	19.24	19700	02/07/2023	123	07065353
Total 320:					19.24	19.24				
323	ComEd 6121	January 2023	1306-1/2 HARVEST DR	01/26/2023	23.59	23.59	19702	02/07/2023	123	07075353
Total 323:					23.59	23.59				
324	ComEd 7379	January 2023	0 ROOT BERTA	01/26/2023	23.23	23.23	19703	02/07/2023	123	07075353
Total 324:					23.23	23.23				
334	ComEd 4715	January 2023	MONTHLY STATEMENT	01/20/2023	302.83	302.83	19701	02/07/2023	123	01035351
Total 334:					302.83	302.83				
451	Constellation	6442816460	ELECTRICITY FOR WE	01/27/2023	766.98	766.98	19709	02/07/2023	123	07065353
Total 451:					766.98	766.98				
452	Constellation	6435273390	EAST PLANT ELECTRI	01/18/2023	7,836.07	7,836.07	19706	02/07/2023	123	07085353
Total 452:					7,836.07	7,836.07				
455	Constellation	6435268270	WELL 10 ELECTRCI	01/18/2023	1,795.91	1,795.91	19705	02/07/2023	123	07065353
Total 455:					1,795.91	1,795.91				
458	Constellation	6435280770	MONTHLY INVOICE	01/18/2023	1,669.47	1,669.47	19707	02/07/2023	123	07065353
Total 458:					1,669.47	1,669.47				
459	Constellation	6442815970	WELL 8 ELECTRIC	01/27/2023	847.37	847.37	19708	02/07/2023	123	07065353
Total 459:					847.37	847.37				

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
518	Experian	CD23100304	JANUARY 2023 MONT	01/27/2023	27.00	27.00	19711	02/07/2023	123	01025310
Total 518:					27.00	27.00				
606	GovHR USA	1-01-23-055	RECRUITMENT FOR E	01/30/2023	5,588.00	5,588.00	19714	02/07/2023	123	01105300
Total 606:					5,588.00	5,588.00				
610	Grainger	9561431751	LABELS	01/04/2023	64.38	64.38	19715	02/07/2023	123	01035400
		9575092623	LADDER FOR PW	01/16/2023	802.52	802.52	19715	02/07/2023	123	01035400
Total 610:					866.90	866.90				
640	Hawkins Inc	6360931	CHLORINE FOR WAST	12/15/2022	360.00	360.00	19717	02/07/2023	123	07085421
		6380725	DRINKING WATER CH	01/15/2023	470.00	470.00	19717	02/07/2023	123	07065421
Total 640:					830.00	830.00				
644	Core & Main	R934101	SENSUS RNI	01/04/2023	9,672.00	9,672.00	19710	02/07/2023	123	07095470
Total 644:					9,672.00	9,672.00				
650	Helm Incorpo	INVH6235	FLEET FORD IDS VEHI	01/26/2023	800.00	800.00	19718	02/07/2023	123	01065301
Total 650:					800.00	800.00				
667	Hillcrest Clea	Jan-Dec 202	CLEANING SERVICE J	01/17/2023	290.50	290.50	19719	02/07/2023	123	01025344
Total 667:					290.50	290.50				
752	Illinois Sectio	200077564	TRAINING JOHN KEMP	01/19/2023	89.00	89.00	19721	02/07/2023	123	07065341
Total 752:					89.00	89.00				
787	Industrial Sys	24300	DE-ICER	01/20/2023	6,124.00	6,124.00	19722	02/07/2023	123	05005400
Total 787:					6,124.00	6,124.00				
820	Joliet Townsh	January 2023	ANIMAL CONTROL SE	01/17/2023	1,250.00	1,250.00	19724	02/07/2023	123	01105300
Total 820:					1,250.00	1,250.00				
826	JP Morgan C	02L0124499	BOTTLED WATER	12/10/2022	131.90	131.90	344	01/25/2023	1222	01105300
		02L8480005	BOTTLED WATER	01/03/2023	136.89	136.89	344	01/25/2023	1222	01025310
		Brownells De	REVERSIBLE AR-15 SE	12/23/2022	25.49	25.49	344	01/25/2023	1222	01025344
		Brownells De	SHIPPING	12/23/2022	12.50	12.50	344	01/25/2023	1222	01025344
		Chewy Dece	K9 DOG FOOD	12/20/2022	79.78	79.78	344	01/25/2023	1222	01025346
		Circle K Dec	FUEL	12/13/2022	20.03	20.03	344	01/25/2023	1222	01075410
		Comcast 025	COMCAST BUSINESS	12/12/2022	207.70	207.70	344	01/25/2023	1222	07065350
		Comcast 025	COMCAST BUSINESS	01/01/2023	156.17	156.17	344	01/25/2023	1222	07065350
		Comcast 055	COMCAST BUSINESS	01/09/2023	216.15	216.15	344	01/25/2023	1222	07065350
		Comcast 059	COMCAST BUSINESS	12/12/2022	156.17	156.17	344	01/25/2023	1222	07065350
		Comcast 059	COMCAST BUSINESS	12/11/2022	156.17	156.17	344	01/25/2023	1222	07065350
		Comcast 060	COMCAST BUSINESS	01/05/2023	156.17	156.17	344	01/25/2023	1222	07065350
		Comcast 060	COMCAST BUSINESS	12/21/2022	156.17	156.17	344	01/25/2023	1222	07065350
		Comcast 064	COMCAST BUSINESS	01/01/2023	154.43	154.43	344	01/25/2023	1222	07065350
		Comcast 168	COMCAST BUSINESS	12/13/2022	156.17	156.17	344	01/25/2023	1222	07065350

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
		Embassy Sui	EMBASSY SUITES	12/15/2022	263.12	263.12	344	01/25/2023	1222	01025342
		Food4Less D	HOLIDAY FOOD	12/24/2022	48.26	48.26	344	01/25/2023	1222	01025343
		GoDaddy De	GODADDY RENEWAL	12/15/2022	899.98	899.98	344	01/25/2023	1222	01105345
		IGFOA Dece	IGFOA 2023 DUES FO	12/21/2022	250.00	250.00	344	01/25/2023	1222	01125345
		IML January	2023 IML HANDBOOKS	01/03/2023	92.00	92.00	344	01/25/2023	1222	01105321
		Jimmy Johns	LUNCH-POLICE TESTI	12/15/2022	51.40	51.40	344	01/25/2023	1222	01025343
		Jimmy Johns	LUNCH-POLICE TESTI	12/15/2022	5.00	5.00	344	01/25/2023	1222	01025343
		Microsoft Jan	ONLINE SERVICES	01/05/2023	60.50	60.50	344	01/25/2023	1222	01105345
		Mr Sub Dece	HOLIDAY FOOD	12/24/2022	98.00	98.00	344	01/25/2023	1222	01025343
		PotSolve Dec	POTS REPLACEMENT	12/16/2022	221.56	221.56	344	01/25/2023	1222	01065350
		PRI Mgmt Ja	RECORDS MANAGEM	01/11/2023	288.24	288.24	344	01/25/2023	1222	01025341
		Sheraton De	SHERATON AND AVIS	12/13/2022	126.58-	126.58-	344	01/25/2023	1222	01025342
		SpectrumVol	MONTHLY STATEMENT	12/28/2022	129.89	129.89	344	01/25/2023	1222	01105350
Total 826:					4,203.26	4,203.26				
827	Julie Inc	2023-0414	ANNUAL CHARGES	01/06/2023	4,935.06	4,935.06	19725	02/07/2023	123	01035318
Total 827:					4,935.06	4,935.06				
881	Lawson Prod	9310250710	FLEET SUPPLIES, TY-	01/11/2023	31.50	31.50	19728	02/07/2023	123	01075400
		9310264107	TIRE SEALANT	01/16/2023	27.82	27.82	19728	02/07/2023	123	01075400
		9310275029	FLEET SALT BRINE SY	01/19/2023	846.25	846.25	19728	02/07/2023	123	01075400
Total 881:					905.57	905.57				
956	McMaster Ca	90788085	WEST PLANT HEATER	01/10/2023	1,541.04	1,541.04	19731	02/07/2023	123	07085365
		90939422	CHLORIDE NEUTRALI	01/12/2023	702.31	702.31	19731	02/07/2023	123	01035400
		91245647	FLEET PALLET RACK	01/18/2023	505.25	505.25	19731	02/07/2023	123	01075400
Total 956:					2,748.60	2,748.60				
958	Meade, Inc.	703204	TRAFFIC SIGNAL MAIN	01/31/2023	600.00	600.00	19732	02/07/2023	123	01035300
Total 958:					600.00	600.00				
961	Menards	47379	EAST PLANT SUPPLIE	12/27/2022	42.63	42.63	19733	02/07/2023	123	07085366
		47385	OIL FILLED HEATERS	12/27/2022	79.99	79.99	19733	02/07/2023	123	07085365
		47452	HEATERS FOR WELLS	12/29/2022	239.97	239.97	19733	02/07/2023	123	07085366
		47724	FENCING AND STAKES	01/05/2023	57.53	57.53	19733	02/07/2023	123	01035400
		47858	DOOR HANGER	01/09/2023	16.98	16.98	19733	02/07/2023	123	01075400
		47941	EAST PLANT SUPPLIE	01/11/2023	104.35	104.35	19733	02/07/2023	123	07085366
		47942	DOOR HANGER	01/11/2023	33.96	33.96	19733	02/07/2023	123	01075400
		47952	MAGNETIC HOLDBAC	01/11/2023	22.92	22.92	19733	02/07/2023	123	01075400
		48057	WATER	01/13/2023	19.47	19.47	19733	02/07/2023	123	01105401
		48190	EAST PLANT SUPPLIE	01/17/2023	51.13	51.13	19733	02/07/2023	123	07085366
		48236	WASHERS AND U-BOL	01/18/2023	55.40	55.40	19733	02/07/2023	123	01045400
Total 961:					724.33	724.33				
962	Menards Inc	110120259A	COMMON AREA MAINT	02/01/2023	88.08	88.08	19734	02/07/2023	123	01105300
Total 962:					88.08	88.08				
965	M.E. Simpso	39807	LEAK LOCATION	12/31/2022	990.00	990.00	19729	02/07/2023	123	07065430

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
Total 965:					990.00	990.00				
969	Metropolitan I	INV047013	PUMP REPAIR NPW E	01/26/2023	13,908.00	13,908.00	19735	02/07/2023	123	12007300
Total 969:					13,908.00	13,908.00				
977	Mid-States O	2024325-IN	2023 MOCIC MEMBER	01/24/2023	200.00	200.00	19736	02/07/2023	123	01025300
Total 977:					200.00	200.00				
991	MOE Fringe	FEBRUARY	02-2023 LOCAL 150	01/13/2023	2,558.00	2,558.00	19677	01/16/2023	1222	01024200
		FEBRUARY	02-2023 LOCAL 150	01/13/2023	8,034.90	8,034.90	19677	01/16/2023	1222	01034200
		FEBRUARY	02-2023 LOCAL 150	01/13/2023	1,677.00	1,677.00	19677	01/16/2023	1222	01044200
		FEBRUARY	02-2023 LOCAL 150	01/13/2023	5,116.00	5,116.00	19677	01/16/2023	1222	01074200
		FEBRUARY	02-2023 LOCAL 150	01/13/2023	3,388.00	3,388.00	19677	01/16/2023	1222	01114200
		FEBRUARY	02-2023 LOCAL 150	01/13/2023	419.50	419.50	19677	01/16/2023	1222	01124200
		FEBRUARY	02-2023 LOCAL 150	01/13/2023	839.00	839.00	19677	01/16/2023	1222	01164200
		FEBRUARY	02-2023 LOCAL 150	01/13/2023	4,872.95	4,872.95	19677	01/16/2023	1222	07064200
		FEBRUARY	02-2023 LOCAL 150	01/13/2023	3,078.25	3,078.25	19677	01/16/2023	1222	07074200
		FEBRUARY	02-2023 LOCAL 150	01/13/2023	4,491.40	4,491.40	19677	01/16/2023	1222	07084200
		FEBRUARY	02-2023 LOCAL 150	01/13/2023	5,322.00	5,322.00	19677	01/16/2023	1222	07094200
		February 202	02-2023 LOCAL 150 P.	01/23/2023	839.00	839.00	345	01/01/2023	1222	01164100
		JANUARY 20	NSF FEE	01/12/2023	105.00	105.00	19678	01/16/2023	1222	01105300
Total 991:					40,741.00	40,741.00				
1002	Motion Indust	IL03-007447	SPIDER GEARS FOR G	01/13/2023	367.14	367.14	19737	02/07/2023	123	07085365
Total 1002:					367.14	367.14				
1036	Conserv FS I	6421155	LIQUID DEICING MACH	01/17/2023	1,033.75	1,033.75	19704	02/07/2023	123	01045300
Total 1036:					1,033.75	1,033.75				
1058	Nicor 94-96-3	December 20	MONTHLY STATEMENT	01/09/2023	132.43	132.43	19743	02/07/2023	123	07085350
Total 1058:					132.43	132.43				
1059	Nicor 39-52-5	December 20	MONTHLY INVOICE	01/09/2023	57.98	57.98	19741	02/07/2023	123	07065350
Total 1059:					57.98	57.98				
1060	Nicor 56-57-8	December 20	MONTHLY STATEMENT	01/10/2023	163.99	163.99	19742	02/07/2023	123	07065350
Total 1060:					163.99	163.99				
1077	Northern Tool	75123976	LIGHT TOWER	01/11/2023	2,000.00	2,000.00	19744	02/07/2023	123	01035402
		75123976	LIGHT TOWER	01/11/2023	3,000.00	3,000.00	19744	02/07/2023	123	07085373
		75123976	LIGHT TOWER	01/11/2023	2,492.37	2,492.37	19744	02/07/2023	123	07065430
Total 1077:					7,492.37	7,492.37				
1131	The Perfect	23104	COFFEE (STREETS)	01/20/2023	190.00	190.00	19761	02/07/2023	123	01035343
		23105	COFFEE (EAST - STP)	01/20/2023	459.00	459.00	19761	02/07/2023	123	07085366

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
Total 1131:					649.00	649.00				
1148	Physicians I	4300018	PREEMPLOYMENT SC	01/04/2023	27.00	27.00	19746	02/07/2023	123	01105300
Total 1148:					27.00	27.00				
1165	Porter Lee C	28036	CORDLESS BARCODE	01/12/2023	546.00	546.00	19747	02/07/2023	123	01025400
		28036	POWER SUPPLY (BEA	01/12/2023	37.00	37.00	19747	02/07/2023	123	01025400
		28036	SHIPPING	01/12/2023	14.50	14.50	19747	02/07/2023	123	01025400
Total 1165:					597.50	597.50				
1174	PreCise MR	200-1041079	GPS SYSTEM	01/25/2023	306.00	306.00	19748	02/07/2023	123	01035300
Total 1174:					306.00	306.00				
1188	P.T. Ferro	47495-1	2022/2022 MFT STREE	01/23/2023	81,931.50	81,931.50	19745	02/07/2023	123	05007640
Total 1188:					81,931.50	81,931.50				
1195	Quill LLC	30119286	32GB USB	01/12/2023	33.58	33.58	19750	02/07/2023	123	01025400
		30138352	TRASH LINER	01/12/2023	38.47	38.47	19750	02/07/2023	123	01025400
		30138352	16GB USB	01/12/2023	31.14	31.14	19750	02/07/2023	123	01025400
		30138352	KLEENEX, DISINFECT	01/12/2023	61.50	61.50	19750	02/07/2023	123	01025400
		30166175	WALL CALENDARS	01/13/2023	77.70	77.70	19750	02/07/2023	123	01045401
		30169569	OFFICE SUPPLIES	01/13/2023	48.58	48.58	19750	02/07/2023	123	01045401
		30181104	WALL CALENDAR	01/13/2023	41.66	41.66	19750	02/07/2023	123	01045401
		30287452	HP 35A TONER	12/22/2022	79.79	79.79	19750	02/07/2023	123	01025400
		30287452	BUSINESS PAPER	12/22/2022	41.79	41.79	19750	02/07/2023	123	01025401
		30287452	CD-R	12/22/2022	22.60	22.60	19750	02/07/2023	123	01025401
		30287452	CD SLEEVES	12/22/2022	17.08	17.08	19750	02/07/2023	123	01025401
Total 1195:					493.89	493.89				
1196	R&R Septic	23-1169	ROD TOILET PD HOLDI	01/24/2023	285.00	285.00	19751	02/07/2023	123	01045300
Total 1196:					285.00	285.00				
1222	Reliance Sta	February 202	RELIANCE STD 02-202	02/01/2023	272.00	272.00	19753	02/07/2023	123	01002438
Total 1222:					272.00	272.00				
1237	Robinson En	23010093	CTH 75 ACRE PARCEL	01/09/2023	1,942.50	1,942.50	19755	02/07/2023	123	01165300
		23010113	CTH INDECK-36 ACRE	01/12/2023	99.00	99.00	19755	02/07/2023	123	01105300
		23010114	CTH WEBER ROAD TIF	01/12/2023	9,972.25	9,972.25	19755	02/07/2023	123	01165300
		23010136	CTH GIS SERVICES	01/16/2023	5,436.50	5,436.50	19755	02/07/2023	123	07085301
		23010137	CTH INTERIM PLANNE	01/16/2023	6,521.75	6,521.75	19755	02/07/2023	123	01165300
		23010345	CTH RICH FOODS-PRE	01/25/2023	294.75	294.75	19755	02/07/2023	123	01105300
		23010346	WASTEWATER PRETR	01/25/2023	2,991.00	2,991.00	19755	02/07/2023	123	07075330
Total 1237:					27,257.75	27,257.75				
1243	Ray OHerron	2245786	SWEATER	01/16/2023	136.98	136.98	19752	02/07/2023	123	01025344
Total 1243:					136.98	136.98				

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
1336	Spesia & Tayl	821053	GENERAL CORPORAT	01/25/2023	8,980.00	8,980.00	19756	02/07/2023	123	01105302
		821054	TRAFFIC/ORDINANCE	01/25/2023	620.00	620.00	19756	02/07/2023	123	01105302
		821055	CHLORIDES	01/25/2023	100.00	100.00	19756	02/07/2023	123	01105302
		821056	LAKE MICHIGAN ALLO	01/25/2023	1,580.00	1,580.00	19756	02/07/2023	123	01105302
Total 1336:					11,280.00	11,280.00				
1351	Stage Right	22300	CITY COUNCIL MEETI	01/30/2023	200.00	200.00	19757	02/07/2023	123	01105300
Total 1351:					200.00	200.00				
1373	Strand Assoc	0192787	EAST PLANT PHOSPH	01/13/2023	7,175.32	7,175.32	19759	02/07/2023	123	35007631
		0192788	WELL 14	01/13/2023	10,100.00	10,100.00	19759	02/07/2023	123	12007615
		0192789	ALLOCATION APPLICA	01/13/2023	6,599.82	6,599.82	19759	02/07/2023	123	07065332
		0192790	OCCT DESKTOP	01/13/2023	1,500.00	1,500.00	19759	02/07/2023	123	07065332
		0192791	WELL 14	01/13/2023	4,500.00	4,500.00	19759	02/07/2023	123	12007615
Total 1373:					29,875.14	29,875.14				
1377	Standard Tru	R01283	VAC TRUCK RENTAL	01/19/2023	11,000.00	11,000.00	19758	02/07/2023	123	07065372
Total 1377:					11,000.00	11,000.00				
1392	SWAHM	January 2023	01-2023 SWAHM	01/01/2023	96,193.57	96,193.57	346	01/01/2023	1222	01002438
Total 1392:					96,193.57	96,193.57				
1425	Third Millenni	28640	COCH UTILITY BILL RE	01/26/2023	1,497.10	1,497.10	19762	02/07/2023	123	07095321
Total 1425:					1,497.10	1,497.10				
1502	Underground	058782-01	CLAMPS FOR MAIN BR	01/11/2023	1,420.00	1,420.00	19763	02/07/2023	123	07065430
		058782-02	CLAMPS FOR MAIN BR	01/18/2023	1,994.00	1,994.00	19763	02/07/2023	123	07065430
		058782-03	WMB REPAIR CLAMPS	01/20/2023	555.00	555.00	19763	02/07/2023	123	07065430
		059006	HYDRANT PARTS	01/23/2023	1,824.00	1,824.00	19763	02/07/2023	123	07065470
Total 1502:					5,793.00	5,793.00				
1503	Uni-Max Man	4368	JANITORAL SERVICES	01/19/2023	3,700.00	3,700.00	19764	02/07/2023	123	01045300
Total 1503:					3,700.00	3,700.00				
1521	USABlueBoo	219297	SYRINGES	12/30/2022	77.60	77.60	19765	02/07/2023	123	07085420
		231437	AMMONIA TEST KITS	01/11/2023	250.05	250.05	19765	02/07/2023	123	07085420
		233182	PIPE DESCALER	01/12/2023	163.72	163.72	19765	02/07/2023	123	01035400
		234960	PIPE DESCALER	01/13/2023	128.30	128.30	19765	02/07/2023	123	01035400
Total 1521:					619.67	619.67				
1549	Verizon Wirel	9924281076	MONTHLY STATEMENT	01/01/2023	1,707.61	1,707.61	19767	02/07/2023	123	07065350
Total 1549:					1,707.61	1,707.61				
1563	VSP of Illinoi	February 202	VSP FEB 2023	01/17/2023	413.07	413.07	19769	02/07/2023	123	01002438
Total 1563:					413.07	413.07				

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
1602	Will County	2023-1153	2023 LEGISLATIVE BR	01/19/2023	30.00	30.00	19770	02/07/2023	123	01015343
Total 1602:					30.00	30.00				
1629	Work Zone S	58368	STREET SIGNS	12/08/2022	149.60	149.60	19771	02/07/2023	123	05007640
		58369	BANDING FOR STREE	12/13/2022	221.00	221.00	19771	02/07/2023	123	05007640
Total 1629:					370.60	370.60				
1678	Chapple Desi	4-22-108B	PW BUILDING REPAIR	10/03/2022	13,760.00	13,760.00	19695	02/07/2023	123	13007310
Total 1678:					13,760.00	13,760.00				
1697	GBJ Sales L	4745	GLOVES FOR LAB	01/22/2023	914.75	914.75	19713	02/07/2023	123	07085420
Total 1697:					914.75	914.75				
1719	CNA Surety	66523496N	NOTARY BOND FOR A	01/16/2023	30.00	30.00	19698	02/07/2023	123	01105300
		66523530N	NOTARY BOND FOR K	01/31/2023	30.00	30.00	19698	02/07/2023	123	01105300
		66523554N	NOTARY BOND FOR S	01/31/2023	30.00	30.00	19698	02/07/2023	123	01105300
Total 1719:					90.00	90.00				
1732	Fab Werks, I	50776	SCREEN BOXES	01/23/2023	2,760.00	2,760.00	19712	02/07/2023	123	01035400
Total 1732:					2,760.00	2,760.00				
1745	Bannon Exter	14184	EXTERMINATION SER	11/14/2022	160.00	160.00	19691	02/07/2023	123	07085366
		14193	HORNET REMOVAL	10/28/2022	175.00	175.00	19691	02/07/2023	123	01035300
		14194	QUARTLY EXTERMINA	11/18/2022	175.00	175.00	19691	02/07/2023	123	01035300
Total 1745:					510.00	510.00				
1755	Comcast 877	January 2023	MONTHLY SERVICE JA	01/14/2023	10.52	10.52	19699	02/07/2023	123	01025310
Total 1755:					10.52	10.52				
1773	NAPWDA	2023 Dues	NAPWDA 2023 DUES -	01/01/2023	50.00	50.00	19738	02/07/2023	123	01025345
Total 1773:					50.00	50.00				
1778	Konica Minolt	9009094425	MONTHLY COPIER MAI	01/14/2023	260.05	260.05	19726	02/07/2023	123	01065301
Total 1778:					260.05	260.05				
1795	Konica Minolt	492373337	KONICA COPY MACHI	01/20/2023	436.00	436.00	19727	02/07/2023	123	01065301
Total 1795:					436.00	436.00				
1798	Blue Collar S	011823	JEREMY MARSH - CLO	01/01/2023	139.48	139.48	19693	02/07/2023	123	07075344
Total 1798:					139.48	139.48				
1867	Jim's Truck In	194194	UNIT #101 DOT SAFET	11/04/2023	37.00	37.00	19723	02/07/2023	123	01075400
Total 1867:					37.00	37.00				

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
1873	Mahoney Silv	61629	PROFESSIONAL SERV	01/10/2023	4,410.00	4,410.00	19730	02/07/2023	123	01105302
Total 1873:					4,410.00	4,410.00				
1879	Nicor 24-47-6	December 20	NICOR MONTHLY STAT	01/09/2023	1,424.59	1,424.59	19740	02/07/2023	123	01105350
Total 1879:					1,424.59	1,424.59				
1880	Nicor 17-28-8	December 20	NICOR MONTHLY STAT	01/09/2023	1,479.94	1,479.94	19739	02/07/2023	123	01105350
Total 1880:					1,479.94	1,479.94				
1884	Superior Exc	1016	WATER TOWER INSERT	01/25/2023	13,650.00	13,650.00	19760	02/07/2023	123	07065470
Total 1884:					13,650.00	13,650.00				
1914	AT&T 831-00	2291345708	ETHERNET NETWORK	01/07/2023	1,306.94	1,306.94	19690	02/07/2023	123	01065350
Total 1914:					1,306.94	1,306.94				
1924	V3 Companie	1222595	WATERMAIN DESIGN	01/12/2023	2,735.84	2,735.84	19766	02/07/2023	123	13007642
Total 1924:					2,735.84	2,735.84				
1950	Pure Water P	1390726	EAST PLANT WATER	01/08/2023	32.50	32.50	19749	02/07/2023	123	07065343
		1390726	WATER FOR PW	01/08/2023	40.00	40.00	19749	02/07/2023	123	01035343
		1390726	WATER FOR STP	01/08/2023	80.00	80.00	19749	02/07/2023	123	07065343
Total 1950:					152.50	152.50				
1951	HOLCIM - M	717425161	STONE	01/12/2023	1,443.81	1,443.81	19720	02/07/2023	123	07065430
Total 1951:					1,443.81	1,443.81				
1953	Amazon Capi	11VY-GG7P-	PRINTER INK	01/15/2023	140.90	140.90	19684	02/07/2023	123	01105401
		11VY-GG7P-	HAND SANITIZER	01/15/2023	17.25	17.25	19684	02/07/2023	123	01105401
		13TT-JFQK-	KLEENEX	01/16/2023	57.99	57.99	19684	02/07/2023	123	01105401
		13TT-JFQK-	USB WALL CHARGER	01/16/2023	12.99	12.99	19684	02/07/2023	123	01115401
		17G4-RH1Q-	WAITERS FOR PAUL M	01/17/2023	126.00	126.00	19684	02/07/2023	123	01035344
		19VX-J1NW-	FLEET- TIRE BEAD SE	01/12/2023	34.00	34.00	19684	02/07/2023	123	01075400
		1DPC-L1QR-	BLU-RAY DRIVE DVD/B	01/12/2023	60.89	60.89	19684	02/07/2023	123	01025400
		1FMW-V4YR	W2 4UP ENVELOPES	01/17/2023	63.40	63.40	19684	02/07/2023	123	01105401
		1HD1-C7QD-	PAPER CUPS	01/24/2023	27.70	27.70	19684	02/07/2023	123	01025400
		1HGC-NQYY	EMPLOYEE FILE FOLD	01/24/2023	37.80	37.80	19684	02/07/2023	123	01105401
		1LWV-1XX7-	8 1/2 BY 11 MANILA FO	01/14/2023	12.94	12.94	19684	02/07/2023	123	01115401
		1MKV-KTQ1-	FLEET- 12 VOLT CHAR	01/24/2023	10.99	10.99	19684	02/07/2023	123	01075400
		1MWP-7DRJ	INK CARTRIDGE	01/19/2023	50.87	50.87	19684	02/07/2023	123	01105401
		1R7L-64JM-	BLACK TONER FOR P	01/29/2023	115.65	115.65	19684	02/07/2023	123	01165401
		1R7L-64JM-	POST-IT POP UP NOTE	01/29/2023	7.49	7.49	19684	02/07/2023	123	01165401
		1V6H-XK7Q-	UNIT #92 TRUCK BOX	01/25/2023	1,167.67	1,167.67	19684	02/07/2023	123	01075400
		1W3K-MJWH	BIRD SPIKES	01/11/2023	89.95	89.95	19684	02/07/2023	123	01045400
		1X4Q-NXJP-	SCANNERS	01/25/2023	704.62	704.62	19684	02/07/2023	123	07065301
		1XNY-MCW4	PAPER PLATES	01/13/2023	49.98	49.98	19684	02/07/2023	123	01025400
Total 1953:					2,789.08	2,789.08				
1971	Graybar Fina	14202247	SPECTRUM PHONE S	02/04/2023	2,110.85	2,110.85	19716	02/07/2023	123	01105350

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
Total 1971:					2,110.85	2,110.85				
1976	Voss Equipm	101228770	UNIT #280 FORKLIFT D	01/06/2023	1,158.08	1,158.08	19768	02/07/2023	123	01075400
Total 1976:					1,158.08	1,158.08				
1977	AIS, Inc	79071	DATA SERVICES	01/16/2023	2,020.00	2,020.00	19682	02/07/2023	123	01065301
Total 1977:					2,020.00	2,020.00				
Grand Totals:					583,932.98	583,932.98				

Report Criteria:

Detail report type printed

[Report].Check Issue Date = 01/01/2023,01/16/2023,01/25/2023,02/07/2023

Heritage Corridor Travel Guides

Ad insertion agreement



ADVERTISER City of Crest Hill

ADDRESS 1610 Plainfield Rd,

CITY Crest Hill STATE IL ZIP 60403

PHONE/FAX 815-741-5123

PRIMARY CONTACT:

NAME Mayor Raymond R. Soliman PHONE 815-741-5123

EMAIL rsoliman@cityofcresthill.com

BILLING CONTACT Marybel DeHaro MARKETING CONTACT Marybel DeHaro

\$ 840

Total Amount of Contract

Cheryl Brewer

Sales Representative

SELECT THE FOLLOWING

INSERTION

☒ I&M Canal Towns

☐ Starved Rock Area

☒ Route 66

AD CHOICE

☐ 1/8 Page

☒ 1/4 Page

☐ 1/2 Page

☐ Full Page

☐ Inside Front Cover

☐ Inside Back Cover

☐ Back Cover

ORIENTATION

☐ Vertical

☐ Horizontal

NOTES

\$850 total 2-1/4 page ads \$425.00 each 2023

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- All advertising submitted is subject to the approval of Publisher. Publisher reserves the right to refuse any advertising content that does not meet the company's standards of acceptance. On acceptance, publication is contingent upon space availability.
- Type of headings, text, etc., shall not be the same or similar to that used in the news and editorial column. Advertisements having the appearance of editorial material must have the word "Advertisement" printed above, and Publisher reserves the right to insert above any copy the word "Advertisement."
- Materials are due two weeks after the advertising deadline noted for the respective publication.
- Publisher shall not be liable for slight changes or typographical errors that do not lessen the value of an advertisement. Publisher shall not be liable for any other errors appearing in an advertisement unless Publisher received correct copy deadline with corrections plainly noted a reasonable length of time before publication. In the event of an error in an advertisement for which the Publisher is liable as herein defined, its liability shall be limited to republishing the advertisement or refunding such portion of the entire cost of the advertisement as the space occupied by the errors bears to the whole space occupied by the advertisement per our rate card. Advertisements will be published and billed on the basis of exact space ordered. Half of total payment shall be rendered within 30 days of signing contract. Remaining payment shall be received upon approval of the final proof.
- Composition produced by publisher shall be its property and shall not be reproduced photographically and used by other publications without consent.
- A minimum of 25,000 copies of each publication plus digital versions are used for fulfillment.
- Publisher reserves the right to change its advertising rates or conditions.
- Payment is due upon filing the insertion order, before the publication is printed. Invoices will be sent at the time of insertion order, before advertisements are published.

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I am an authorized representative of the advertiser allowed to enter into this agreement and I hereby authorize Shaw Media to insert our advertisement into the above selected Heritage Corridor Destinations Travel Guides.

SHAW MEDIA
est. 1951

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01/2023
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