



City Council Work Session

Crest Hill, IL

March 10, 2025

7:00 PM

Council Chambers

20600 City Center Boulevard, Crest Hill, IL 60403

Agenda

1. Executive Session: 5ILCS 120/2 (c)(11)Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probate or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting.
- [2.](#) Independent Contractor Consulting Services Agreement with Ronald Mentzer
- [3.](#) East STP Pumps and Flow Meter Expenditures
- [4.](#) Well 12 Change Order
5. Public Comments
6. Mayor's Updates
7. Committee/Liaison Updates
8. City Administrator Updates
9. Executive Session: 5ILCS 120/2(c)(1)The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity.

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



Agenda Memo

Crest Hill, IL

Meeting Date:	March 10, 2025
Submitter:	Tony Graff. Interim City Administrator
Department:	Administration
Agenda Item:	Independent Contractor Consulting Services Agreement with Ronald Mentzer

Background

Mr. Mentzer has provided interim Community and Economic Development Director related services to the City of Crest Hill on a part-time basis since September of 2023 through an Employee Leasing Agreement the City Council approved with GovTemps on September 5, 2023. Now that Patrick Ainsworth has been hired to fill the Community and Economic Development Director position as a full-time City employee, staff is recommending the City terminate the employee leasing agreement with GovTemps and approve the attached Independent Contractor Consulting Services Agreement (the "Agreement") directly with Mr. Mentzer. The scope of services Mr. Mentzer would provide to the City under the Agreement focus on:

- (i) Helping Patrick Ainsworth effectively transition into his new position and allow him to spend meaningful time on proactive economic development efforts,
- (ii) Ensuring continuity in the level of service the Community Development Department provides to the City Council, Plan Commission, the community, and those entities implementing new projects in Crest Hill, and
- (iii) Providing the additional professional resources the Community Development Department will need to efficiently and thoroughly process the large number of new development projects and Plan Commission applications the Department has recently received and expects to receive in the next 30 days.

Over the past 17 months, Mr. Mentzer has been a positive addition to the City's leadership team and has helped the Community Development Department provide professional service despite consistently being short staffed throughout his tenure with the City. A copy of Ron's professional resume is attached for your reference.

Independent Contractor Consulting Services Agreement with Ron Mentzer

Proposed Agreement Details

Form: The form of the attached agreement is based on the independent contractor agreement the City recently executed with Dave Strahl but incorporates key provisions and language included in the agreement the City Council previously approved with former interim City Administrator/management consultant Steve Gulden when he worked for the City as an employee of Josh Hassert's consulting firm. The attached Agreement has been reviewed by and reflects the input of the City Attorney's office.

Scope of Services: The scope of services Mr. Mentzer would provide under the Agreement are detailed on Exhibit A of the Agreement. These services include performing work that would otherwise need to be performed by the CD/ED Director, an in-house/on-staff planner (continues to be an unfilled but budgeted position), or by Robinson Engineering's Senior Planner.

Per Section 1.01 of the Agreement, the number of hours of service provided each week would not exceed 24 hours unless otherwise approved by the City Council. The actual amount of consulting work provided would be directed by the City Administrator or the Community and Economic Development Director.

Compensation: As proposed, Mr. Mentzer would be compensated \$115.00 per hour for actual hours he works for the City under the Agreement. As a point of reference:

- Mr. Mentzer's current billing rate to the City as an MGT employee is \$126/hr.
- Robinson Engineering's Senior Planner billing rate to the City is \$166/hr.
- Time Mr. Mentzer spends working on private development projects and special zoning approval applications under this agreement will be tracked and can be paid from the review deposits the City collects from the developers and businesses proposing new projects and/or requesting special zoning approvals in the City.

Term of Agreement: Per section 5.01 of the Agreement, the initial term would be four months. Section 5.05 allows either party to terminate the agreement early and without cause upon 30 day written notice.

Recommended Council Action: Request the approval of a resolution approving the attached independent contractor consulting agreement by and between the City of Crest Hill and Ronald Mentzer.

Financial Impact: The total approved FY 2025 budgeted amount for permanent Community Development Department staff salaries, benefits, and contracted consulting services (collectively "Staffing Budget Expenses") is \$889,194. Through the first nine months in FY25, the Community Development Department spent approximately \$463,871 on Staffing Budget Expenses. This expenditure includes the Interim Community and Economic Development Director services Ron Mentzer has already provided to the City. Assuming Ron Mentzer's recommended new contract is approved and there are no material adjustments to permanent staffing levels in the Community Development Department through the end of FY 25, projected FY 25 year-end total Staffing Budget Expenses are projected to be well under the approved FY 25 budget amount of \$889,194.

March 10, 2025

Independent Contractor Consulting Services Agreement with Ron Mentzer

Item 2.

Attachments: Ron Mentzer's professional resume and the recommended Independent Contractor Consulting Agreement.

INDEPENDENT CONTRACTOR CONSULTING SERVICES AGREEMENT

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

SECTION 1 SCOPE OF AGREEMENT

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

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

SECTION 2

SERVICES AND OBLIGATIONS OF THE CONSULTANT AND CITY

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

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

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

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

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

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

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

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

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

SECTION 3

FEES PAYABLE TO CONSULTANT

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

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

SECTION 4 INSURANCE

Section 4.01. City General and Professional Liability Insurance. The City must maintain in full force and effect at all times during the term of this Agreement a Comprehensive (or Commercial) General Liability insurance policy or policies (the "City Policy"), with

minimum coverage in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate per annum. In the alternative, as applicable, the City may maintain in full force and effect at all times during the term of this Agreement a self-insured retention ("SIR") which provides the same minimum coverage limits as set forth above. In the event such SIR exists and applies to this Agreement, the City agrees to fully discuss the SR's parameters with the Contractor and its relationship to the City Policy. At a minimum, the City Policy must insure against bodily injury and property damage liability caused by on-premises business operations, completed operations, and/or products or professional services and must provide non-owned automobile coverage.

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

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

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

SECTION 5

DURATION AND TERMINATION OF AGREEMENT

Section 5.01. Term and Effective Date. The Effective Date of this Agreement is the date that this Agreement is last signed by the City on the signature page (the "Effective Date") and the period during which the Consultant provides the Services to the City is defined as the ("Term"). The Term commences on the Effective Date and will continue for a period of one hundred and twenty (120) days, or until it is terminated in accordance with the remaining provisions of this Section 5. For the purposes of this Agreement, the date on which this Agreement expires and/or is terminated is the ("Termination Date"). By written agreement of the Mayor and City Administrator, with the advice and consent of the City Council, the term of this agreement may be extended for a period of up to ninety (90) days from and after the expiration of the initial term.

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

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

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

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

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

SECTION 6

DISCLOSURE AND INDEMNIFICATION PROVISIONS

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

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

SECTION 7

MISCELLANEOUS PROVISIONS

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

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

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

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

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

representation, promise, or agreement not specifically set forth in this Agreement which relate to the services to be rendered under this Agreement.

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

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

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

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

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

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

Section 7.11. FOIA. In executing this Agreement, the Consultant acknowledges and understands that the City is a municipal corporation that is a "Public Body" subject to the requirements of FOIA. The Consultant further acknowledges, understands, and agrees that FOIA may operate to require the City to disclose this Agreement and/or any other records or documents related hereto to a third party making a request under FOIA. If the City receives any FOIA request for any record related to this Agreement, the City shall notify the Consultant of said request as soon as practicable. Upon receipt of such notice, the Consultant may either agree to the City's disclosure of the requested records or may demand in writing that the City redact or withhold said records pursuant to this Agreement, provided that any such demand must have a reasonable basis in existing law (including but not limited to the exemptions set forth in FOIA); the City reserves the right to disclose records over the Consultant's objection

if it determines, in its sole discretion, that there is no reasonable basis in law to withhold or redact said records. In the event that the Consultant agrees to the City's disclosure of records, or if the Consultant fails to respond to the City in a reasonably timely manner prior to the City's deadline to respond to the FOIA request, the Consultant hereby releases, waives, and holds harmless the City from any and all injuries, claims of damage, or other liabilities as may be incurred by the Consultant as a result of such disclosure. In the event that the Consultant demands, in writing, that the City redact or withhold any record(s), the Consultant hereby agrees to defend, indemnify, and hold harmless the City from and against any and all claims, damages, liabilities, injunctions, fees, fines, penalties, or any other costs, however described, as may be incurred by or assessed against the City because of the redactions or withholding of records demanded by the Consultant. Further, in the event that the City redacts or withholds any record after a written demand made by the Consultant pursuant to this Section and such redaction or withholding results in any appeal, review, claim, or other litigation before any judicial or administrative body of competent jurisdiction (specifically including, but not limited to, the Public Access Counsellor in the Office of the Illinois Attorney General), the Consultant agrees to reimburse the City for all costs and expenses, including but not limited to any and all reasonable attorneys fees, incurred by City in defense of such appeal, review, claim, or other litigation. The provisions of this Section 7.11 are intended and shall be deemed to survive the expiration or termination of this Agreement.

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

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

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

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

SECTION 8

NOTICES

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

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

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

Ronald Mentzer

_____, Date: _____

The City of Crest Hill

_____, Date: _____

By: Mayor RAYMOND SOLIMAN

EXHIBIT A

CONSULTANT: Ronald Mentzer

TERM OF ENGAGEMENT: From (TBD), 2025 to (TBD), 2025

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

1. Providing contiguity in City of Crest Hill Community Development Department operations during Patrick Ainsworth's transition as the City's new, full-time, Community and Economic Development Director
2. Providing project review and City approval process support on significant ongoing development projects and proposals in order to enable the new Community and Economic Development Director to focus meaningful time on City economic development efforts. Significant ongoing development projects and proposals include, but are not limited to: the Lockport Township Fire Protection District's proposed new training and equipment maintenance facility, the redevelopment of significant portions of the Stateville Penitentiary Property, the development of the balance of the Heidner Property at the northwest corner of Weber Road and Division Street, the development of the Lucky Brothers gas station, convenience store, and Dunkin Donuts store at the southwest corner of Broadway Street and Caton Farm Road, MIF's development of a 150,000+ sq. ft. industrial/warehouse/office building at the south end of Advantage Drive, and the development of the A & D storage facility at the southwest corner of Borio Drive and Renwick Road.
3. Providing project review, City approval process coordination, and property sale support for the pending sale and redevelopment of the former City of Crest Hill City Hall site to QuikTrip.
4. Transferring institutional knowledge regarding City regulations, review and approval processes, staffing and operational challenges and opportunities to new full-time Community and Economic Development Director.
5. Assisting in the review and potential creation of a new East Weber Road/ Caton Farm Road TIF District and private sector TIF assistance and other economic development incentive requests.
6. Assisting in the preparation and filing of the required annual Tax Increment Financing District Fiscal Reports with the State of Illinois and the City's conduct of the required Tax Increment Financing Joint Review Board meetings for the two existing TIF Districts the City currently has in place.

BASE COMPENSATION: \$115.00/hour for hours actually worked. Maximum number of hours per week shall be 24 unless otherwise authorized by the Mavor and City Council.

RONALD MENTZER

Date: _____

THE CITY OF CREST HILL

By: RAYMOND SOLIMAN

Its: Mayor

Date: _____

Agenda Memo**Public Works Department****City of Crest Hill**

Date:	3/5/2025
Submitter:	Julius Hansen, Interim Director of Public Works
Department:	Public Works
Agenda Item:	East STP Pumps and Flow Meter Expenditures

Summary:

In January of this year, the City Council approved \$60,000, to repair three influent pumps at East STP. One of these three pumps has been repaired in place for a minor issue and now is operational. The two other pumps that went to the repair shop have been evaluated and both are worn out needing a complete rebuild. The total cost to rebuild these pumps is \$93,702.46 (see attached quotes for each pump). If the cost to rebuild the pumps is greater than 50% of a new pump it is recommended to purchase a new pump. Using this industry/engineering standard calculation, it would be best to purchase two new pumps if the cost does not exceed \$187,404.92 to purchase the two new pumps. The cost of installation will be the same for rebuilding or having new pumps. I am waiting for a quote for the new pumps and the cost to install them.

In addition to the influent pumps, a transfer pump has been out of service. This pump has a blown seal that can be repaired in place with an estimated cost of \$10,000. I am waiting on a quote to repair it. A flow meter is not working and the estimate to repair or replace that is \$10,000. The total cost to make all these repairs is estimated not to exceed \$225,000 going with the new pumps. The pump rebuild option is estimated not to exceed \$130,000. The final cost for the work will likely be in this range of \$130,000 to \$225,000.

I want to move as quickly as possible to restore maximum pumping capacity to East STP, so getting these pumps back in service is imperative to achieving that goal. The other items needing

repair are significant to the operation of the facility and need to be completed as quickly as possible.

Recommended Council Action: To approve an amount not to exceed \$225,000 in total to complete the work on the 2 influent pumps (Flygt), the transfer pump (contractor to be determined) and the flow meter (contractor to be determined) at East STP

Attachments: Quotes to rebuild the pumps.


**Xylem Water Solutions USA, Inc.
Flygt Products**

February 27, 2025

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

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

Quote # R2025-CHI-0042

Project Name: Crest Hill

Job Name:

Contact:

Phone:

Email:

Work Order:

Product Identification

Product Number:

Serial Number:

Repair/Service Requirements and remarks

Electrical checks show that the stator is bad. The stator is megging low at 0.00 ohms. One of the legs on the stator is reading 10 ohms lower than the other two. The oil was watery, which would indicate seal failure likely the outer seal is the cause of failure. The bearings also look worn out.

Block 1

Qty	Part Number	Description
1	1624532	Rebuild Kit (Seals,Bearings,O-ring kit)
1	6121488	Immersible Motor 40 HP
1	4866696	HE4S6 Motor painting
10	14-69 00 01A	LABOR,SVC.FLYGT,NO TAX Z2-TP MODELS: 3000,7000,8000

Total Price \$ 54,566.15**Terms & Conditions**

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

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per IncoTerms 2020)

See Freight Payment (Delivery Terms) below.

Taxes: State, local and other applicable taxes are not included in this quotation.



Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

**Unclaimed
Equipment and
Purchase Order
Policy:**

Insofar and to the extent that this Quote is for Xylem in-house repairs of Customer-owned equipment, Xylem will require that a Purchase Order or Scrap Authorization be received in writing within 90 days of this Quote. In the event Xylem does not receive a Purchase Order or Scrap Authorization in writing within 90 days, Xylem reserves the right to return Customer-owned equipment to the Customer's location and Customer will be liable to Xylem for the return freight in addition to the initial evaluation costs incurred to provide Quote.

Tariff Changes: The prices quoted herein are based on the current tariff rates, duties, government charges, and trade regulations as of the date of this quote. If any new tariffs, duties, taxes, or similar charges are imposed, or any existing tariffs, duties, or charges are increased or modified by any government or regulatory authority (collectively, "Tariff Changes"), and such Tariff Changes result in an increase in the cost of goods, Xylem reserves the right to adjust the pricing of the affected goods to reflect the increased costs.

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Sincerely,

David Bushor
Shop Service Technician



Customer Approval

Complete and sign this Approval and return to Xylem Water Solutions USA, Inc with, or in place of, your Purchase Order

I authorize Xylem Water Solutions USA, Inc to proceed for the amount ☐ Repair ☐ Replacement shown above.

Customer Name: _____

Date: _____

Customer Signature: _____

PO #: _____

Ship To: ☐ Will Pick Up ☐ Deliver ☐ Ship To

Ship/Delivery Address:

Bill To:

Taxable: ☐ Yes ☐ No

Tax Exemption Certificate must be on file or tax will be applied to the invoice.



**Xylem Water Solutions USA, Inc.
Flygt Products**

February 27, 2025

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

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

Quote # R2025-CHI-0041

Project Name: Crest Hill

Job Name:

Contact:

Phone:

Email:

Work Order:

Product Identification

Product Number: FE4A6 18.6 HP Wemco

Serial Number:

Repair/Service Requirements and remarks

Water intrusion was all throughout this pump. The stator also went bad during normal working conditions. Stator leads are wet with oil and water.

Stator megs bad and ohms bad might need a new stator. Seals failed due to water being in the stator housing and oil chamber, no FLS to detect water intrusion

Block 1

Qty	Part Number	Description
1	9731084	Rebuild Kit (Seals, Bearings, O-ring kit)
1	322251	Immersible Motor 18.3 HP
1	4866696	FE4A6 Motor painting
10	14-69 00 01A	LABOR,SVC FLYGT,NO TAX Z2-TP MODELS: 3000,7000,8000

Total Price \$ 39,136.31

Terms & Conditions

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Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per Incoterms 2020)
See Freight Payment (Delivery Terms) below.



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Customer Name: _____

Date: _____

Customer Signature: _____

PO #: _____

Ship To: ☐ Will Pick Up ☐ Deliver ☐ Ship To

Ship/Delivery Address: _____

Bill To:

Taxable: ☐ Yes

☐ No

Tax Exemption Certificate must be on file or tax will be applied to the invoice.



Memo**Public Works Department****City of Crest Hill**

Date:	3/6/2025
Submitter:	Julius Hansen, Interim Director of Public Works
Department:	Public Works
Topic:	Well #12

Summary:

In the first quarter of 2024 work started on Well 11 because the containment vessel for the filter was leaking as discovered during an USEPA inspection. The cost of this work was over \$230,000 because of some change orders. The contractor that did the work was **USG Water** and it was successful. After the work on Well 11 was completed the work on Well 12 began for the same reason by the same contractor. This work started in the fourth quarter of 2024. The cost for Well 12 increased to approximately \$386,000 because of the unforeseen repair issues the contractor had to resolve. In December of 2024 a change order was needed to repair a pipe that was in poor condition. The contractor has been trying to repair the containment vessel for approximately 5 months and has not been successful. Well 12 has become more difficult than well 11 because some sections of steel have not been compatible with welding as they should. This problem was an unforeseen issue that was not predicted at the beginning of the project. Therefore, an additional change order is requested for an amount not to exceed \$65,000. This work is essentially an emergency repair that needs to be completed in a timely manner, and we are running out of time.

Julius Hansen

Interim Director of Public Works

City of Crest Hill

Recommended Council Action: To approve an amount not to exceed \$65,000 in total to complete the work on well 12.

Attachments:

- CPR Pricing Scorecard
- E mail request from USG Water

Julius Hansen

From: Chad Johnson <chad.johnson@usgwater.com>
Sent: Thursday, March 6, 2025 12:48 PM
To: Julius Hansen
Subject: Filter 12

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

Julius,

While working on well, 12, we have discovered that more repairs are needed than we initially thought this could be attributed to the age of the filter and lack of maintenance previously. We are experiencing some metal thickness issues and the tank is leaking more than expected when we go to test it. Basically as we try to weld the leaks closed more leaks appear. So, we are chasing a little at the moment. We will need to request some change orders because this extra work goes beyond scope of work in the contract and we are finding more issues with the tank as we go along.

We can make a site visit tomorrow to go over this in more detail and decide on the option for the plan forward.

Thank you

Chad

Chad Johnson

Water System Consultant
USG Water Solutions

Cell
(630) 280-5620

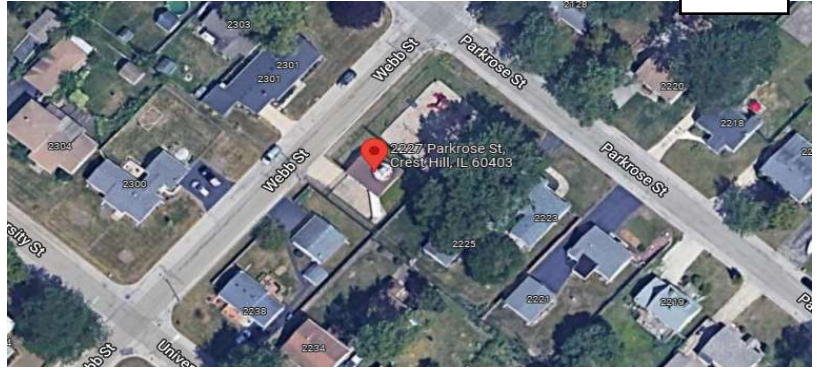


CPR PRICING SCORECARD

Item 4.

Date 4/25/2024
Proposal Hold Period 180 days
Water System Consultant Chad Johnson

Owner CITY OF CREST HILL
State IL



Asset: WELL 12 FILTER is approximately 13'D x 12'H divided into four interior cells.

Filter media replacement and interior and exterior surface prep and coatings are included.

Inspection of underdrain components is included. Replacement of underdrain components are not included. Lead times for components (if needed) may exceed several weeks.

Filter Media Replacement: Work to be performed on one (1) mobilization.
Vacuum remove original filter media and dump on site.
After false bottom floor has been removed, vacuum remove loose muck/media/debris from false bottom floor.
Pressure wash clean floor. Vacuum.
Welders to install new floor.

Surface Prep and Coating: Floor Sand blast interior cell new floor surfaces SSPC-SP10 Near White.
Vacuum remove sandblast media.
Apply an epoxy coating on floor and 4 inches up the wall. Our goal is to protect the floor and weld seam where the floor meets the wall.
Full Coat SW Duraplate 6000 at 20-40 Mils DFT.
Coating and generator rental for plural component pump included.
Welders to install all the false bottom flooring back in all 4 cells.

Surface Prep and Coating: Interior Sand blast interior cell surfaces SSPC-SP10 Near White.
Prime coat with SW Corathane Galvapac 1k Zinc at 3-5 mils DFT.
Stripe coat weld seams with SW Macropoxy 5500lt at 2-8 mils DFT.
Full coat SW Duraplate 6000 at 20-40 mils DFT.

Surface Prep and Coating: Exterior 4000 psi pressure wash cleaning entire exterior surface.
SSPC-SP10 Near White blasted failed weld area with small #4 nozzle. Not to exceed 20sqft and not to damage surrounding areas including spray foam ceiling insulation.
SSPC-SP3 power tool smaller failed areas. Not to exceed 20sqft.
Spot prime coat blasted and power tooled areas with Macropoxy 646 at 2-8 mils DFT.
Full prime coat entire vessel exterior with Macropoxy 646 at 2-8 mils DFT.
Full top coat vessel with Acrolon 218 HS at 3-6 mils DFT. Owner to choose color.

Notes/Exclusions: Scorecard pricing is valid until 10/22/2024. Specialized goods and services are being rendered as part of this Scope of Work. Due to subcontractor and/or supplier pricing may fluctuate due to current market conditions. USG Water Solutions reserves the right to request a change order due to unforeseen market conditions that increase the cost of the goods or services provided by suppliers or subcontractors.
Owner shall isolate, and drain the Asset prior to renovation operations.
Owner shall provide that no moisture or water is entering the Asset during renovation operations.
Interior disinfection of Asset walls, floor and ceiling in accordance with AWWA C652/C653 (Contact Spray Method) is not included. Owner shall perform any testing and return of Asset back to service.
Water and power must be available within 150' of Asset.
Exterior piping surface prep and coating work is not included.
Electrical work is not included.
Valve and gasket work/replacement is not included.
Underdrains, strainer, and nozzle work is not included.
Airwash header/lateral work or replacement is not included.
Interior surface prep and coating above 4 cells is not included.
Bonds are not included.
Local Wage Rates are included.
Lead and / or Asbestos abatement of any kind is not included.
Containment of any kind is not included.
Equipment protection of any kind is not included.
USCI is not responsible for differing, latent or hidden conditions, including weather.
In the event of a different or unknown problem, USG Water Solutions will be entitled to equitable adjustment in price and time to compensate for additional costs.
All work is expected to occur during acceptable weather and/or seasonal times. Environmental controls, including dehumidification and auxiliary heating, are not included.
All workers to have 10-hour OSHA card; any additional safety requirements are subject to request for additional compensation.
This proposal is based upon a visual inspection of the Asset. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Asset for all patent defects. If latent defects are identified once the Asset has been drained for repairs, the Owner agrees and acknowledges that the Company shall not be responsible to repair the latent defects unless the Owner and the Company renegotiate pricing.
Application of coatings will not hide existing imperfections on the asset. Additional services above and beyond what's listed in this proposal will not be performed without a change order.

Category	Price
Media Replacement/Renovation	\$ 386,386
Total Price	\$ 386,386

Billing Detail	1	2	3	4	5	6	7	8	9	10	Total
NS	\$ 386,386	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 386,386
Total	\$ 386,386	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 386,386