



City Council Work Session - **Amended**

Crest Hill, IL
November 12, 2024

7:00 PM

Council Chambers

20600 City Center Boulevard, Crest Hill, IL 60403

Agenda

- [1.](#) Renewal Fortinet Licenses
- [2.](#) Professional Services Contract for the WY2022-WY2024 Water Audits and Water System Improvement Plan
3. Discussion of an Ordinance Repealing the position of Assistant Director of Public Works
4. Discussion of an Ordinance to Create Assistant Director of Public Works Position
5. Discussion of a Resolution Approving the Promotion of Adalberta Martino
- [6.](#) Update on the selection and hire of two candidates for Police Officer
- [7.](#) Winterfest 2024 - Update
Requested by Alderperson Mark Cipiti
8. Public Comments
9. Mayor's Updates
10. Committee/Liaison Updates
11. City Administrator Updates
12. 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.
13. 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.

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.



October 31, 2024

MEMO

TO: Mayor & City Council Members

FROM: Tony Graff, Interim City Administrator

SUBJECT: Renewal Fortinet Licenses Expires on 12/8/2024

Summary:

The current City's Fortinet Licenses expire on 12/8/24 which provides critical functionality and ongoing protection for firewalls, switches, and access points within City Center. AIS, Inc, is recommending renewing the licenses with a cost of \$28,883.46. This software is part of the Technology Plan and with the current budget.

Recommended Council Action:

To Renew the Fortinet Licenses with an annual cost of \$28,883.46.

Financial Impact:

Funding Source:	General Fund/Information Technology
Budget Amount:	\$526,838.00
Cost:	\$28,883.46

Attachments: All Information Services, Inc. Quote



Quote

Quote Number: 31933

Internal PO: AIS-31933

 Payment Terms:
 Expiration Date: 11/30/2024

Quote Prepared For

Anton "Tony" L. Graff
City of Crest Hill
 20600 City Center Blvd
 Crest Hill, IL 60403
 United States
 Phone: (815) 741-5100
 agraff@cityofcresthill.com

Quote Prepared By

Eric Montgomery
All Information Services, Inc
 1815 S Meyers Road, Suite 820
 Oakbrook Terrace, IL 60181
 United States
 Phone: 630-626-8616
 Fax: 708-469-2559
emontgomery@aislabs.com

Item#	Quantity	Item	Unit Price	Adjusted Unit Price	Extended Price
Yearly Items					
1)	1	Fortinet Co-Term Services	\$28,883.46	\$28,883.46	\$28,883.46
		Fortinet Co-Term Services			
Yearly Total					\$28,883.46
Subtotal					\$28,883.46
Total Taxes					\$0.00
Total					\$28,883.46

To approve this quote/proposal and the scope of work, please sign, date and return with the required down-payment noted above (if required). Payments should note your CLIENT PO or Internal PO. Please contact billing@aislabs.com for alternate forms of payment.

TERMS & CONDITIONS: All quotes are subject to availability. All timelines are estimates to the best of our judgement until the approval method requirements are met from above. Any additional labor or materials which is out of scope and not listed in this scope will be executed, procured and billed, in addition, to the quote as separate items based upon the client's approval. Equipment is warranted by their respective manufacturers.

BILLING: Down-payment amounts are determined by the equipment and/or labor needs, the client's history of Days Sales Outstanding (DSO) and/or past history with AIS, Inc. of any kind. After the initial down-payment (if required), you will be billed upon any completion of agreed milestones or when the scope of work is completed. These bill(s) will be 'DUE UPON RECEIPT.' Any labor that is marked as an 'ESTIMATE,' will be billed in actual time at milestones noted in the proposal, or when work is complete. Overdue invoices shall be subject to a monthly interest charge. In addition, the customer shall reimburse all costs and expenses for attorney fees incurred in the collecting of any amounts past due.

FINANCING: AIS does provide Fair-Market-Value and \$1 buy out financing. Please reach out to your AIS representative if you wish to explore these options.

Quote#: 31933:City of Crest Hill:RENEWAL: Fortinet Licenses - T20241031.0099:10/31/2024



Quote

Quote Number: 31933

Internal PO: **AIS-31933**

Payment Terms:
Expiration Date: 11/30/2024

Authorizing Name: _____

Authorizing Signature: _____

Date: _____

Client PO (Optional): _____

Required Down-Payment:



Agenda Memo

Crest Hill, IL

Meeting Date:	November 12, 2024
Submitter:	Michael C. Eulitz
Department:	Public Works Department
Agenda Item:	Professional Services Contract for the WY2022-WY2024 Water Audits and Water System Improvement Plan

Summary:

The next step to receiving Lake Michigan Water is to complete a water audit for the years above and submit it to the Illinois Department of Natural Resources. Engineering Enterprises, Inc. is a partner with us for the ongoing Grand Prairie Water Commission and has submitted a proposal to provide these services as described in their attached scope of work in the amount of a fixed fee of \$45,000.00. This work must be completed and submitted to the IDNR by January 1, 2025, to keep the City of Crest Hill on track for the water project. Sufficient funding exists for this Professional Services Contract in the Water Contractual Services Budget (Code: 07-06-5300, \$45,000.00).

Recommended Council Action:

Approve the Professional Services Agreement with Engineering Enterprises, Inc in the fixed amount of \$45,000.00

Financial Impact:

Funding Source: 07-06-5300

Budgeted Amount: N/A

Cost: \$45,000.00

Attachments:

EEI Proposal



October 29, 2024

Mr. Michael Eulitz
Interim Director of Public Works
City of Crest Hill
20600 City Center Blvd.
Crest Hill, IL 60410

**Re: WY2022-WY2024 Water Audits and Water System Improvement Plan
City of Crest Hill, IL**

Dear Mr. Eulitz:

Enclosed for your review and consideration is our proposed agreement for Professional Engineering Services for the WY2022-WY2024 Water Audits and Water System Improvement Plan project. Our proposed work items and costs are summarized in the attached Scope of Services and Estimate of Level of Effort and Associated Cost. Also enclosed is the proposed project schedule. We propose to provide our professional engineering services to complete the scope of work for a fixed fee of \$45,000.

We look forward to working with you and members of your staff on this project. If you have any questions or require any additional information, please do not hesitate to contact us.

Respectfully submitted,

ENGINEERING ENTERPRISES, INC.

Michele L. Piotrowski, P.E., LEED AP
Vice President

Enclosures

pc: JWF, DMT, ARS, TGH – EEI

G:\Public\Crest Hill\2024\CRH2401 WY2022-WY2024 Water Audits and Water System Improvement Plan\PSA\WY2022-WY2024\CRH2401 Cover Letter.docx

**WY2022-WY2024 Water Audits and
Water System Improvement Plan
City of Crest Hill
Professional Services Agreement**

THIS AGREEMENT, by and between the City of Crest Hill, hereinafter referred to as the "City" or "OWNER" and Engineering Enterprises, Inc. hereinafter referred to as the "Contractor" or "ENGINEER" agrees as follows:

A. Services:

The Engineer shall furnish the necessary personnel, materials, equipment, and expertise to make the necessary investigations, analysis, and calculations along with exhibits, cost estimates, and narrative, to complete all necessary engineering services to the City as indicated on the included Attachment B. Services to be provided include engineering services for the preparation of the WY2022-WY2024 Water Audits and Water System Improvement Plan.

B. Term:

Services will be provided beginning on the date of execution of this agreement and continuing, until terminated by either party upon 7 days written notice to the non-terminating party or upon completion of the Services. Upon termination the ENGINEER shall be compensated for all work performed for the City prior to termination.

C. Compensation and maximum amounts due to ENGINEER:

Contractor shall receive as compensation for all work and services to be performed herein an amount based on the Estimate of Level of Effort and Associated Cost included in Attachment C. The total contract amount shall be paid for on an hourly basis in the estimated amount of \$45,000.00. The hourly rates for this project are shown in the attached 2024 Standard Schedule of Charges (Attachment E). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

In the event that this contract is designated in Section B hereof as an Ongoing Contract, ENGINEER, on or before February 1st of any given year, shall provide written notice of any change in the rates specified in Section C hereof (or on any attachments hereto) and said changes shall only be effective on and after May 1st of that same year.

E. Ownership of Records and Documents:

ENGINEER agrees that all books and records and other recorded information developed

specifically in connection with this agreement shall remain the property of the City. ENGINEER agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the freedom of information act or if already previously disclosed by a third party. Upon termination of this agreement, ENGINEER agrees to return all such materials to the City. The City agrees not to modify any original documents produced by ENGINEER without contractors consent. Modifications of any signed duplicate original document not authorized by ENGINEER will be at OWNER's sole risk and without legal liability to the ENGINEER. Use of any incomplete, unsigned document will, likewise, be at the OWNER's sole risk and without legal liability to the ENGINEER.

F. Governing Law:

This contract shall be governed and construed in accordance with the laws of the State of Illinois. Venue shall be in Kane County, Illinois.

G. Independent Contractor:

ENGINEER shall have sole control over the manner and means of providing the work and services performed under this agreement. The City's relationship to the ENGINEER under this agreement shall be that of an independent contractor. ENGINEER will not be considered an employee to the City for any purpose.

H. Certifications:

Employment Status: The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

Anti-Bribery : The Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) - (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

Loan Default: If the Contractor is an individual, the Contractor certifies that he/she is not in default for a period of six months or more in an amount of \$600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

Felony Certification: The Contractor certifies that it is not barred pursuant to 30 Illinois Compiled Statutes 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

Barred from Contracting : The Contractor certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 Illinois Compiled Statutes 5/33E or similar law of another state.

Drug Free Workplace: The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

Non-Discrimination, Certification, and Equal Employment Opportunity : The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Contractor agrees to incorporate this clause into all subcontracts under this Contract.

International Boycott: The Contractor certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act (30 ILCS 582).

Record Retention and Audits: If 30 Illinois Compiled Statutes 500/20-65 requires the Contractor (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the City under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the City and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she is a: x United States Citizen Resident Alien Non-Resident Alien The Internal Revenue Service requires that taxes be withheld on payments made to non resident aliens for the performance of personal services at the rate of 30%.

Tax Payer Certification : Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is (provided separately) and is doing business as a (check one): Individual Real Estate Agent Sole

Proprietorship ☐ Government Entity ☐ Partnership ☐ Tax Exempt Organization (IRC 501(a) only) ☒ Corporation ☐ Not for Profit Corporation ☐ Trust or Estate ☐ Medical and Health Care Services Provider Corp.

I. Indemnification:

ENGINEER shall indemnify and hold harmless the City and City's agents, servants, and employees against all loss, damage, and expense which it may sustain or for which it will become liable on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work under this agreement by ENGINEER or its Subcontractors, or due to or arising in any manner from the wrongful act or negligence of ENGINEER or its Subcontractors of any employee of any of them. In the event that the either party shall bring any suit, cause of action or counterclaim against the other party, the non-prevailing party shall pay to the prevailing party the cost and expenses incurred to answer and/or defend such action, including reasonable attorney fees and court costs. In no event shall the either party indemnify any other party for the consequences of that party's negligence, including failure to follow the ENGINEER's recommendations.

J. Insurance:

The ENGINEER agrees that it has either attached a copy of all required insurance certificates or that said insurance is not required due to the nature and extent of the types of services rendered hereunder. (Not applicable as having been previously supplied)

K. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the attachments. Except for those terms included on the attachments, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. In the event that any provisions of this agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. The list of attachments are as follows:

- Attachment A:** Standard Terms and Conditions
- Attachment B:** Scope of Services
- Attachment C:** Estimated Level of Effort and Associated Cost
- Attachment D:** Anticipated Project Schedule
- Attachment E:** 2024 Standard Schedule of Charges

L. Notices:

All notices required to be given under the terms of this agreement shall be given mail, addressed to the parties as follows:

For the City:

Tony Graff, Interim City Administrator
City of Crest Hill
20600 City Center Blvd.
Crest Hill, IL 60403

For the ENGINEER:

Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove Illinois 60554

Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

Agreed to this _____ day of _____, 2024.

City of Crest Hill:

Engineering Enterprises, Inc.:

Tony Graff
Interim City Administrator

Michele L. Piotrowski

Michele Piotrowski, PE, LEED AP
Vice President

Christine Vershay-Hall
City Clerk

Angie R. Smith

Angie R. Smith
Executive Assistant / Marketing Manager

STANDARD TERMS AND CONDITIONS

Attachment A

Agreement: These Standard Terms and Conditions, together with the Professional Services Agreement, constitute the entire integrated agreement between the OWNER and Engineering Enterprises, Inc. (EEI) (hereinafter "Agreement"), and take precedence over any other provisions between the Parties. These terms may be amended, but only if both parties consent in writing.

Standard of Care: In providing services under this Agreement, the ENGINEER will endeavor to perform in a matter consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under same circumstances in the same locality. ENGINEER makes no other warranties, express or implied, written or oral under this Agreement or otherwise, in connection with ENGINEER'S service.

Construction Engineering and Inspection: The ENGINEER shall not supervise, direct, control, or have authority over any contractor work, nor have authority over or be responsible for the means, methods, techniques sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety of the site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

The ENGINEER neither guarantees the performance of any contractor nor assumes responsibility for contractor's failure to furnish and perform the work in accordance with the contract documents.

The ENGINEER is not responsible for the acts or omissions of any contractor, subcontractor, or supplies, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work.

Shop drawing and submittal review by the ENGINEER shall apply to only the items in the submissions and only for the purpose of assessing if upon installation or incorporation in the project work they are generally consistent with the construction documents. OWNER agrees that the contractor is solely responsible for the submissions and for compliance with the construction documents. OWNER further agrees that the ENGINEER'S review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend or safety programs or precautions. The ENGINEER'S consideration of a component does not constitute acceptance of the assembled items.

The ENGINEER'S site observation during construction shall be at the times agreed upon in the Project Scope. Through standard, reasonable means the ENGINEER will become generally familiar with observable completed work. If the ENGINEER observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and OWNER for them to address.

Opinion of Probable Construction Costs: ENGINEER'S opinion of probable construction costs represents ENGINEER'S best and reasonable judgment as a professional engineer. OWNER acknowledges that ENGINEER has no control over construction costs of contractor's methods of determining pricing, or over competitive bidding by contractors, or of market conditions or changes thereto. ENGINEER cannot and does not guarantee that proposals, bids or actual construction costs will not vary from ENGINEER'S opinion of probable construction costs.

Copies of Documents & Electronic Compatibility: Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of the project.

Changed Conditions: If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the ENGINEER are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, the ENGINEER may call for renegotiation of appropriate portions of this Agreement. The ENGINEER shall notify the OWNER of the changed conditions necessitating renegotiation, and the ENGINEER and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the termination provision hereof.

Hazardous Conditions: OWNER represents to ENGINEER that to the best of its knowledge no Hazardous Conditions (environmental or otherwise) exist on the project site. If a Hazardous Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Condition. In the event ENGINEER or any other party encounters a Hazardous Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Condition; and (ii) warrants that the project site is in full compliance with applicable Laws and Regulations.

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective officers, directors, partners, employees, contractors, or subcontractors shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of

action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the OWNER and the ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Termination: This Agreement may be terminated for convenience, without cause, upon fourteen (14) days written notice of either party. In the event of termination, the ENGINEER shall prepare a final invoice and be due compensation as set forth in the Professional Services Agreement for all costs incurred through the date of termination.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for the following reasons:

- (a) Substantial failure by the other party to comply with or perform in accordance with the terms of the Agreement and through no fault of the terminating party;
- (b) Assignment of the Agreement or transfer of the project without the prior written consent of the other party;
- (c) Suspension of the project or the ENGINEER'S services by the OWNER for a period of greater than ninety (90) calendar days, consecutive or in the aggregate.
- (d) Material changes in the conditions under which this Agreement was entered into, the scope of services or the nature of the project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

Payment of Invoices: Invoices are due and payable within 30 days of receipt unless otherwise agreed to in writing.

Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the ENGINEER. The ENGINEER'S services under this Agreement are being performed solely and exclusively for the OWNER'S benefit, and no other party or entity shall have any claim against the ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. The OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, vendors and other entities involved in this Project to carry out the intent of this provision.

Force Majeure: Each Party shall be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by force majeure (defined below) and the nonperforming party promptly provides notice of such prevention to the other party. Such excuse shall be continued so long as the condition constituting force majeure continues. The party affected by such force majeure also shall notify the other party of the anticipated duration of such force majeure, any actions being taken to avoid or minimize its effect after such occurrence, and shall take reasonable efforts to remove the condition constituting such force majeure. For purposes of this Agreement, "force majeure" shall include conditions beyond the control of the parties, including an act of God, acts of terrorism, voluntary or involuntary compliance with any regulation, law or order of any government, war, acts of war (whether war be declared or not), labor strike or lock-out, civil commotion, epidemic, failure or default of public utilities or common carriers, destruction of production facilities or materials by fire, earthquake, storm or like catastrophe. The payment of invoices due and owing hereunder shall in no event be delayed by the payer because of a force majeure affecting the payer.

Additional Terms or Modification: All prior understandings and agreements between the parties are merged into this Agreement, and this Agreement may not be modified orally or in any manner other than by an Agreement in writing signed by both parties. In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties.

Assignment: Neither party to this Agreement shall transfer or assign any rights or duties under or interest in this Agreement without the prior written consent of the other party. Subcontracting normally contemplated by the ENGINEER shall not be considered an assignment for purposes of this Agreement.

Waiver: A party's waiver of, or the failure or delay in enforcing any provision of this Agreement shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Attorney's Fees: In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover from the other all costs and expenses including without limitation the reasonable fees of its attorneys in such action or proceeding, including costs of appeal, if any, in such amount as the Court may adjudge reasonable.

Fiduciary Duty: Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed to either party to the other party. EEI makes no warranty, express or implied, as to its professional services rendered.

Headings: The headings used in this Agreement are inserted only as a matter of convenience only, and in no way define, limit, enlarge, modify, explain or define the text thereof nor affect the construction or interpretation of this Agreement.

**WY2022-WY2024 Water Audits and
Water System Improvement Plan
City of Crest Hill, IL
Professional Services Agreement**

Attachment B – Scope of Services

The primary source of drinking water for the City of Crest Hill is groundwater, but it anticipates migrating to Lake Michigan water via the Grand Prairie Commission in the future. In 2023, the City received a Lake Michigan Allocation permit from Illinois Department of Natural Resources (IDNR). Consistent with the IDNR reporting requirements, Engineering Enterprises, Inc. (EEI) proposes to provide the professional consulting and engineering services to assist the City in completing the annual water audit and associated LMO2 form as well as Water System Improvement Plan. A listing of the activities and items to be covered and/or provided is as follows:

WY2022-WY2024 WATER AUDITS PREPARATION

- 1 Prepare and coordinate the RFI
- 2 Meet (virtually) with the City to review data questions
- 3 Perform lag-time corrections for Volume from Own Sources
- 4 Perform lag-time corrections for Billed Metered water
- 5 Complete AWWA based water audit form with comments
- 6 Prepare summary graphs for NRW components
- 7 Update historical table/graph to view trends
- 8 On-going coordination with City to refine data
- 9 Meet (virtually) with City to review the completed water audit
- 10 Preparation of the LMO2 Form for IDNR (WY2024 only)

WY2024 WATER SYSTEM IMPROVEMENT PLAN UPDATE

- 11 Prepare Water Main Replacement Tables
- 12 Prepare Water Main Replacement Exhibits
- 13 On-going coordination with City to refine NRW reduction strategies
- 14 Prepare Water System Improvement Plan (WSIP)
- 15 Meet with City to review the completed WSIP
- 16 Submittal to IDNR for the Lake Michigan Allocation Requirements

NOTES:

1. The following work items are excluded from the project scope of this study:
 - a. Additional meetings beyond the meetings identified within the base scope of services
 - b. Attendance at Board or Committee meeting
 - c. Meter testing and/or analysis

- d. Water main break analysis and in-depth review of water main lengths
 - e. Rectifying observed data discrepancies – EEI will identify discrepancies for the City to resolve.
 - f. Level I Data Validation
2. The submittal to IDNR is typically due the first week of January. Timely receipt of items outlined in the Request for Information (RFI) is critical.

The above scope summarizes the work items that will be completed for this contract. All work items are not known at this time and will only be completed upon direction from City staff when necessary. Additional work items, shall be considered outside the scope of the base contract and will be billed in accordance with the Standard Schedule of Charges (Attachment D).

**ATTACHMENT C: ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST
PROFESSIONAL ENGINEERING SERVICES**

CLIENT	PROJECT NUMBER	
City of Crest Hill	CRH2401	
PROJECT TITLE	DATE	PREPARED BY
WY2022-WY2024 Water Audits and Water System Improvement Plan	10/7/24	MLP

TASK NO.	TASK DESCRIPTION	ROLE	PIC	PM	PRJ ENG	GIS Analyst	ADMIN	HOURS	COST
		PERSON	JWF	MLP	JN/SNS	MJT	DRA		
		RATE	\$246	\$241	\$168	\$125	\$72		
WY2022 - WY2024 WATER AUDITS PREPARATION									
1	Prepare and coordinate the RFI			2	3			5	\$ 986
2	Meet (virtually) with the City to review data questions			4	4			8	\$ 1,636
3	Perform lag-time corrections for Volume from Own Sources			4	20			24	\$ 4,324
4	Perform lag-time corrections for Billed Metered water			4	20			24	\$ 4,324
5	Complete AWWA based water audit form with comments			8	48			56	\$ 9,992
6	Prepare summary graphs for NRW components			1	6			7	\$ 1,249
7	Update historical table/graph to view trends			1	6			7	\$ 1,249
8	On-going coordination with City to refine data			4	12			16	\$ 2,980
9	Meet (virtually) with City to review the completed water audit			4	4			8	\$ 1,636
10	Preparation of the LMO2 Form for IDNR (WY2024 only)			4	6			10	\$ 1,972
WY2022-WY2024 Water Audits Preparation Subtotal:		-		36	129	-	-	165	\$ 30,348
WY2024 WATER SYSTEM IMPROVEMENT PLAN UPDATE									
11	Prepare Water Main Replacement Tables			1	4			5	\$ 913
12	Prepare Water Main Replacement Exhibits			1	2	4		7	\$ 1,077
13	On-going coordination with Village to refine NRW reduction strategies			8	8			16	\$ 3,272
14	Prepare Water System Improvement Plan (WSIP)			8	32			40	\$ 7,304
15	Meet with Village to review the completed WSIP			4	4			8	\$ 1,636
16	Submittal to IDNR for the Lake Michigan Allocation Requirements			1	1			2	\$ 409
WY2024 Water System Improvement Plan Update Subtotal:		-		23	51	4	-	78	\$ 14,611
PROJECT TOTAL:		-		59	180	4	-	243	44,959

EEl STAFF

JWF Jeffrey W. Freeman, PE, CFM, LEED AP
 MLP Michele L. Piotrowski, PE, LEED AP
 JN Jeniece Neville
 SNS Sydney N. Shaffer, EI, CFM
 MJT Matthew J. Taylor
 DRA Deborah R. Anderson

DIRECT EXPENSES

Printing/Scanning =	\$	-
Mileage =	\$	-
DIRECT EXPENSES = \$ -		

LABOR SUMMARY

EEl Labor Expenses =	\$	44,959
TOTAL LABOR EXPENSES	\$	44,959

TOTAL COSTS \$ 44,959



ATTACHMENT D: ESTIMATED SCHEDULE

CLIENT						PROJECT NUMBER			
City of Crest Hill						CRH2401			
PROJECT TITLE						DATE		PREPARED BY	
WY2022-WY2024 Water Audits and Water System Improvement Plan						10/7/24		MLP	

TASK NO.	TASK DESCRIPTION									
		2024			2025					
		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	
WY2022-WY2024 WATER AUDITS PREPARATION										
1	Prepare and coordinate the RFI									
2	Meet (virtually) with the City to review data questions									
3	Perform lag-time corrections for Volume from Own Sources									
4	Perform lag-time corrections for Billed Metered water									
5	Complete AWWA based water audit form with comments									
6	Prepare summary graphs for NRW components									
7	Update historical table/graph to view trends									
8	On-going coordination with City to refine data									
9	Meet (virtually) with City to review the completed water audit									
10	Preparation of the LMO2 Form for IDNR (WY2024 Only)									
WY2024 WATER SYSTEM IMPROVEMENT PLAN UPDATE										
11	Prepare Water Main Replacement Tables									
12	Prepare Water Main Replacement Exhibits									
13	On-going coordination with City to refine NRW reduction strategies									
14	Prepare Water System Improvement Plan (WSIP)									
15	Meet with City to review the completed WSIP									





EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$246.00
Principal	E-3	\$241.00
Senior Project Manager	E-2	\$234.00
Project Manager	E-1	\$210.00
Senior Project Engineer/Surveyor II	P-6	\$200.00
Senior Project Engineer/Surveyor I	P-5	\$186.00
Project Engineer/Surveyor	P-4	\$168.00
Senior Engineer/Surveyor	P-3	\$155.00
Engineer/Surveyor	P-2	\$140.00
Associate Engineer/Surveyor	P-1	\$127.00
Senior Project Technician II	T-6	\$175.00
Senior Project Technician I	T-5	\$164.00
Project Technician	T-4	\$153.00
Senior Technician	T-3	\$140.00
Technician	T-2	\$127.00
Associate Technician	T-1	\$111.00
GIS Technician II	G-2	\$125.00
GIS Technician I	G-1	\$114.00
Engineering/Land Surveying Intern	I-1	\$ 82.00
Executive Administrative Assistant	A-4	\$ 77.00
Administrative Assistant	A-3	\$ 72.00

VEHICLES. REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

Vehicle for Construction Observation		\$ 20.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White)	
	\$1.00/Sq. Ft. (Color)	
Reimbursable Expenses (Direct Costs)	Cost	
Services by Others (Direct Costs)	Cost + 10%	
Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone		\$ 225.00
Expert Testimony		\$ 275.00



Agenda Memo

Crest Hill, IL

Meeting Date: Date 11-12-24

Submitter: Police Chief Edward Clark

Department: Police Department

Agenda Item: Update on the selection and hire of two candidates for Police Officer

Summary: Mayor and Council,

The Police Department has completed the testing process for the position of Police Officer. The list was assembled, military preference points were assessed, and the final list was approved by the Civil Service on October 29, 2024. I sought approval to requisition two candidates from the list and was approved. I am moving numerically through the list and expect to have two candidates for the January 2025 Police Academy at the Cook County Sheriff's Office. I will inform you all when that occurs and intend to bring the new officers to you for a formal meeting. This will fill the two current vacancies in the Department and bring our sworn officer count to 32.

Recommended Council Action: None

Financial Impact: \$300,000.00

Funding Source: 01-02-4100 Salaries

Budgeted Amount: \$3,586,234.00

Cost: \$300,000.00

Attachments:

THE 2ND ANNUAL CITY OF CREST HILL WINTERFEST 2024 *Crest Hill*

NOVEMBER 30, 2024
HOLIDAY PARADE 3:00 P.M.-4:00 P.M.
WINTERFEST 4:00 P.M-7:00 P.M.

City of Crest Hill City Center
20600 City Center Boulevard

- Pictures with Santa -Music -Facepainting
- Ballon Art-Kids Games & Crafts-Candy Canes
- Giant Snow Globe-Hot Chocolate, Coffee, & Cookies
- Free Events

Crest Hill

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