

**CITY OF FAIRVIEW HEIGHTS
CITY COUNCIL MEETING AGENDA
CITY COUNCIL CHAMBERS
AUGUST 16, 2016
7:00 P.M.**

- A. Call to Order
- B. Pledge of Allegiance
- C. Invocation
- D. Roll Call
- E. Public Participation
- F. Consent Agenda:

City Council Minutes – August 2, 2016
Executive Session Minutes – August 2, 2016
Finance Director Report
Presentation of Bills - \$1,597,923.07

- G. Committee Reports
- H. Communication from Mayor
- I. Communication from Elected Officials

J. UNFINISHED BUSINESS

None.

K. NEW BUSINESS

Proposed Ordinance No. 46-'16, an Ordinance repealing Ordinance No. 1409-2008, passed July 1, 2008 and approved July 2, 2008; and an Ordinance creating the licensing and operation of Multiple Family and Single Family Rental Residential dwellings. (Administration Committee)

Proposed Ordinance No. 47-'16, an Ordinance amending Ordinance No. 190, "The Revised Code," Chapter 25, Nuisances by adding Article VI, Nuisance Parties and Social Gatherings. (Administration Committee)

Proposed Resolution No. 72-'16, a Resolution amending Resolution No. 4006-2016, passed April 19, 2016, and approved April 21, 2016; a Resolution authorizing Departmental Force Levels. (Police Department) (Operations Committee)

Proposed Resolution No. 73-'16, a Resolution authorizing the Mayor to enter into a contract on behalf of the City with James G. Staat Tuckpointing & Waterproofing Inc. for tuckpointing of the North Wing and Northwest portion of the Municipal Complex. (Operations Committee)

K. NEW BUSINESS - continued

Proposed Resolution No. 74-'16, a Resolution authorizing the Mayor to enter into a letter of engagement on behalf of the City with Commercial Energy Consultants to provide an Electric Energy Expense Analysis and contract negotiations assistance with an electric supplier for the City's facilities, street lights, and traffic signals. (Operations Committee)

Proposed Resolution No. 75-'16, a Resolution authorizing the Mayor to enter into an agreement with SCI Engineering to perform a Mine Exploration Study on 72 acres in the State Route 159 North Tax Increment Finance District. (Administration Committee)

Move to reappoint Libby Rich to the Beautification Commission, term to expire July 21, 2017.

Move to reappoint Linda Hoppe to the Planning Commission, term to expire August 21, 2019.

L. ADJOURNMENT

**CITY OF FAIRVIEW HEIGHTS
CITY COUNCIL MINUTES
AUGUST 2, 2016**

The regular meeting of the Fairview Heights City Council was called to order at 7:00 P.M. by Mayor Mark T. Kupsky in the Municipal Complex, 10025 Bunkum Road, Fairview Heights, IL with the Invocation by City Clerk Karen J. Kaufhold and the Pledge of Allegiance by Mayor Kupsky.

ROLL CALL

Roll call of Aldermen present: Harry Zimmerman, Pat Peck, Roger Lowry, Justin Gough, Denise Williams, Frank Menn, Dennis Baricevic, Pat Baeske and Brenda Wagner. Alderman Bill Poletti was absent. Mayor Mark T. Kupsky, City Clerk Karen J. Kaufhold and City Attorney Kevin Hoerner were also present.

PUBLIC PARTICIPATION

Sharon Kassing – gave City Council an overview of this year’s Midwest Salute to the Arts event.

CONSENT AGENDA

Alderman Baeske moved to approve the July 19, 2016 City Council minutes and the July 5, 2016 Executive Session minutes. Seconded by Alderman Wagner. Roll call on the Consent Agenda showed Aldermen Zimmerman, Peck, Lowry, Gough, Williams, Menn, Baricevic, Baeske and Wagner voting “Yea.” Alderman Poletti was absent. Motion passed on 9 yeas and 1 absent.

COMMITTEE REPORTS

Mayor Kupsky announced the Operations Committee will meet August 3rd, 7:00 P.M.

COMMUNICATION FROM MAYOR

Mayor Kupsky announced an Ice Cream Social will be on held Friday, August 5th at Moody Park from 6:00 to 8:00 P.M.; the Fairview Heights Homecoming will be held on August 12th and 13th at Moody Park; the Midwest Salute to the Arts will be held on August 26th, 27th, 28th at Moody Park; the Wingfest will be held on September 2nd and 3rd; Mayor Kupsky also announced the Fishing Rodeo will be held on September 3rd at Moody Park; Mayor stated that the IT and Finance Departments have relocated to the second floor; Mayor stated that he spoke with Boy Scout Troop #35 who are working on earning their Star badge.

COMMUNICATION FROM ELECTED OFFICIALS

No comments.

UNFINISHED BUSINESS

Proposed Ordinance No. 44-'16, an Ordinance establishing rules and regulations for police tow assignments and selection of towing services. Proposed Ordinance No. 44-'16 was read for the second time.

Alderman Baricevic moved to waive the initial registration fee for the five tow companies regulated by Proposed Ordinance No. 44-'16. Seconded by Alderman Lowry.

Roll call on the motion showed Aldermen Zimmerman, Lowry, Gough, Williams, Menn, and Baricevic voting "Yea." Aldermen Peck, Baeske and Wagner voting "Nay." Alderman Poletti was absent. Motion passed on 6 yeas, 3 nays and 1 absent.

Roll call on Proposed Ordinance No. 44-'16 showed Aldermen Zimmerman, Peck, Lowry, Gough, Williams, Menn, Baricevic, Baeske and Wagner voting "Yea." Alderman Poletti was absent. Proposed Ordinance No. 44-'16 passed on 9 yeas and 1 absent.

Proposed Ordinance No. 44-'16 now becomes **ORDINANCE NO. 1760-2016**.

Proposed Ordinance No. 45-'16, an Ordinance amending Ordinance No. 190, "The Revised Code," Chapter 24, Motor Vehicle Code, Schedule B, Stop and Through Intersections by adding Harbor Woods Drive (southbound) at Northshore Drive and Wolf Hollow Lane (eastbound) at Timber Point Court. Proposed Ordinance No. 45-'16 was read for the second time.

Roll call on Proposed Ordinance No. 45-'16 showed Aldermen Zimmerman, Peck, Lowry, Gough, Williams, Menn, Baricevic, Baeske and Wagner voting "Yea." Alderman Poletti was absent. Proposed Ordinance No. 45-'16 passed on 9 yeas and 1 absent.

Proposed Ordinance No. 45-'16 now becomes **ORDINANCE NO. 1761-2016**.

NEW BUSINESS

Proposed Resolution No. 65-'16, a Resolution establishing Towing Charge Rates for police tow assignments. Motion made by Alderman Baricevic. Seconded by Alderman Gough.

Roll call on Proposed Resolution No. 65-'16 showed Aldermen Zimmerman, Peck, Lowry, Gough, Williams, Menn, Baricevic, Baeske and Wagner voting "Yea." Alderman Poletti was absent. Proposed Resolution No. 65-'16 passed on 9 yeas and 1 absent.

Proposed Resolution No. 65-'16 now becomes **RESOLUTION NO. 4045-2016**.

Proposed Resolution No. 70-'16, a Resolution authorizing the Mayor to enter into an agreement with All Weather Courts, Inc. for the resurfacing of the tennis courts located in Everett Moody Park. Motion made by Alderman Wagner. Seconded by Alderman Baeske.

Roll call on Proposed Resolution No. 70-'16 showed Aldermen Zimmerman, Peck, Lowry, Gough, Williams, Menn, Baricevic, Baeske and Wagner voting "Yea." Alderman Poletti was absent. Proposed Resolution No. 70-'16 passed on 9 yeas and 1 absent.

Proposed Resolution No. 70-'16 now becomes **RESOLUTION NO. 4046-2016**.

NEW BUSINESS

Proposed Resolution No. 71-'16, a Resolution authorizing the Mayor to enter into an agreement with National Erectors & Builders, Inc. for the purchase and installation of a Daktronics BA-2127 Scoreboard for George Lanxon Field. Motion made by Alderman Wagner. Seconded by Alderman Baeske.

Roll call on Proposed Resolution No. 71-'16 showed Aldermen Zimmerman, Peck, Lowry, Gough, Williams, Menn, Baricevic, Baeske and Wagner voting "Yea." Alderman Poletti was absent. Proposed Resolution No. 71-'16 passed on 9 yeas and 1 absent.

Proposed Resolution No. 71-'16 now becomes **RESOLUTION NO. 4047-2016.**

Alderman Wagner moved to go into Executive Session to discuss pending litigation pursuant to 5 ILCS 120/2(c) (11). Seconded by Alderman Williams. Motion carried.

Mayor Kupsy recessed the meeting at 7:18 P.M.

Mayor Kupsy reconvened regular session at 7:42 P.M.

Roll call of Aldermen present showed Aldermen Zimmerman, Peck, Lowry, Gough, Williams, Menn, Baricevic, Baeske and Wagner. Alderman Poletti was absent. Mayor Kupsy, City Clerk Karen Kaufhold and City Attorney Kevin Hoerner were also present.

Alderman Gough moved to adjourn. Seconded by Alderman Baeske. Motion carried.

Meeting adjourned at 7:43 P.M.

Respectfully submitted,



KAREN J. KAUFHOLD
CITY CLERK

Memo

To: Mayor & City Council
From: Gina Rader – Finance Director
CC: City Clerk & Directors
Date: August 11, 2016
Re: Finance Report – August 16, 2016 City Council Meeting

Presentation of Bills

The Bill List was approved at the Administration Committee meeting to forward to City Council in the amount \$1,597,923.07

Finance Committee Legislation

Proposed permanent easement for the storm sewer and the proposed area of Durley Road for right-of-way dedication.

Proposal from SCI Engineering to perform mine exploration study on 72 acres located on IL Route 159 North not to exceed \$92,400.00

PROPOSED ORDINANCE NO. 46-'16

AN ORDINANCE REPEALING ORDINANCE NO. 1409-2008, PASSED JULY 1, 2008 AND APPROVED JULY 2, 2008; AND AN ORDINANCE CREATING THE LICENSING AND OPERATION OF MULTIPLE FAMILY AND SINGLE FAMILY RENTAL RESIDENTIAL DWELLINGS.

WHEREAS, the City of Fairview Heights finds that residential rental dwellings can impose special challenges to the community, resulting in an increase in incidents of public safety violations and criminal activity in these rental units.

WHEREAS, the Crime Free Rental Housing Program is a crime prevention program designed to develop a partnership between the City, the Police department and rental property owners, to reduce the instances of crime, illegal drug activity and nuisances in residential rental properties; and

WHEREAS, the City of Fairview Heights desires to implement the benefits of the Crime Free Rental Housing Program to all residential rental properties within the City and finds it advantageous for participation and compliance to implement a Residential Rental Licensing Program applicable to owners who operate and maintain residential rental properties within the City; and

WHEREAS, the City of Fairview Heights has concluded that the adoption of "Residential Rental Licensing" to the City Code of Ordinances would be in the best interests of the health, safety and welfare of the citizens of Fairview Heights.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAIRVIEW HEIGHTS:

SECTION 1. GENERAL.

- A. Except as expressly amended herein, all other provisions of the City of Fairview Heights Code of Ordinances shall remain in full force and effect.
- B. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance or any part thereof or any portion adopted by reference therein is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance, or any part thereof or any portion adopted by reference therein.

SECTION 2. DEFINITIONS.

- A. Residential Rental Dwelling/Residential Rental Unit - Shall include any non-owner occupied dwelling(s) being made available to a person or persons, in exchange for compensation *or involving a mutual agreement* of any kind. The Residential Rental Dwelling/Unit shall include the entire property on which the rental dwelling is affixed including all other buildings and structures located on the property. For the purpose of this ordinance, residential rental dwellings/units shall also include dwellings occupied by person(s) other than the legal owner(s), when a Contract for Deed/Bond for Deed or other similar agreement is in effect with the owner, whether recorded or non-recorded.
- B. Owner - Any person, partnership, trust, corporation, business entity, condominium, townhouse, or homeowner's association holding legal title *and named on the legal deed* to the dwelling unit and/or the property on which the dwelling is affixed.
- C. Non-Resident Owner - The owner(s) of any rental unit whose main residence is located outside the St. Louis Metropolitan Statistical Area.
- D. Local Agent – Shall include a bona-fide property management agency; a person or persons who resides within the St. Louis Metropolitan Statistical Area and is authorized by the (non-resident) property owner(s):
 - 1. To act upon and make decisions in the interest of the property in the owner's absence.
 - 2. Who upon request, can, within a reasonable time, be contacted for notification or response to the property to assist in addressing any immediate problems or emergency situation?
 - 3. To be contacted by the CFRH coordinator for reports of any criminal and/or calls for police service at the property.

4. Who has the authority by the owner for the receipt of service; notice of violation and for service of process pursuant to the provisions of this ordinance.

E. City – The City of Fairview Heights, Illinois, including its employees, officers, agents, and authorized representatives.

F. License – A Residential Rental License issued by the City of Fairview Heights.

SECTION 3. RESIDENTIAL RENTAL LICENSE REQUIRED.

A. No person, corporate or business entity, trust, condominium, townhouse or homeowners' association shall operate a rental dwelling or dwelling unit unless a Residential Rental License has been issued by the City for the rental unit.

B. Exceptions – Authorized agencies operating dwelling units for the following purposes shall not be required to obtain a Residential Rental License:

1. Dwelling units determined by the City to be primarily involved in housing the elderly which have a reasonable level of medical or nursing care.

2. Group homes governed by the Specialized Living Centers Act 405 ILCS 35/1 et seq., as amended, dealing with developmentally disabled or other similar uses governed by state or federal laws, rules or regulations, provided such similar uses are required to be exempt by law. This exemption shall be limited to the operating agency when the agency is the owner of the dwelling property. An independent or private owner offering a dwelling for rent for these purposes shall be required to obtain a Residential Rental License issued by the City.

3. Properties that are operated primarily as a hotel/motel.

SECTION 4. RESIDENTIAL RENTAL LICENSE FEE SCHEDULE

A. Single-family (single family residences for rent) \$ 50.00 / per unit
Multi-family rental dwellings (individual units for rent) \$ 50.00 / per unit

B. If the fees identified in Section 4(A) are not paid within thirty days of the renewal date of the Residential Rental License, those fees shall double to:
Single family (single family residences for rent) \$100.00 / per unit
Multi-family rental dwellings (individual units for rent) \$100.00 / per unit.

C. Multiple dwelling rental buildings will be issued one license. The fee for each license issued will be according to the schedule defined herein.

SECTION 5. LICENSING AND OPERATION OF MULTI-FAMILY AND SINGLE FAMILY RESIDENTIAL RENTAL DWELLING UNITS.

- A) The City or its designee is hereby authorized, upon application, to issue new Residential Rental Licenses and renewals thereof in the names of applicant owners, condominium, townhouse, or homeowners' associations or operators of rental dwelling or dwelling unit.
- B) No license shall be issued or renewed unless the owner, local agent or property management agency has first made application for rental license on a form provided by the City. The City shall develop such forms and make them available to the public.
- C) No license shall be issued or renewed unless the completed application form for each building or group of buildings is accompanied by payment of the appropriate annual license fee as established in this Ordinance.
- D) Residential Rental Licenses shall be issued for a period of one full year unless otherwise specifically provided, and the full license fee shall be paid at the time of application. If at the time that the first application is made there are less than six months in the license year remaining, the fee shall be one-half the annual fee prescribed herein. The license shall not be transferable to another owner or rental dwelling. Each new owner of the rental dwelling unit must obtain a Residential Rental License issued in their name. All licenses shall expire on June 30th following the issuance of the license.

Exception: Licenses issued for renewal based on an expiration date of December 31, 2016 will be issued for a six (6) month period. The fee for a six (6) month license will be \$25.00 per unit as established by this Ordinance and will expire June 30, 2017. Thereafter, the renewal fee will be \$50.00 per unit, renewable on an annual basis, due June 30th of each year.

- E) No license shall be issued or renewed if at the time of application, the rental dwelling(s), including the property on which the dwelling(s) are affixed, are not in compliance with the City of Fairview Heights Property Maintenance Code (Ordinance #190, Chapter 15) as determined by the City of Fairview Heights Land Use and Development Department.
- F) If during the term of the Residential Rental License, the rental dwelling(s) fall out of compliance with the City of Fairview Heights Property Maintenance Code, (Ordinance #190, Chapter 15) and the owner/agent fails to make the needed repairs/corrections within the time frame established by the City of Fairview Heights Land Use and Development

Department, the City may recommend suspension or revocation of the residential rental license until the dwelling unit is brought into compliance.

- G) Any person whose license to operate a rental dwelling unit has been suspended or revoked, shall be entitled to an appeal process as described in Section 9 of this Ordinance.
- H) It shall be a violation of this ordinance for an owner to operate a residential rental dwelling/unit during the time their residential rental license issued by the City is expired, suspended/revoked or otherwise becomes invalid.
- I) No Residential Rental License shall be issued or renewed for a resident or nonresident applicant, unless such applicant designates in writing to the City the name of his local agent, manager, or contact for the receipt of service or notice of violation of the provisions of this Chapter and for service of process pursuant to this Chapter.
- J) No Residential Rental License shall be issued or renewed for a resident applicant unless such applicant has first designated an agent for the receipts of service violations on the provisions of this Chapter, when the applicant is absent from the St. Louis Metropolitan Statistical Area for 30 consecutive days or more. Such designation shall be made in writing and shall accompany each application form.
- K) All persons applying for a Residential Rental License shall complete a mandatory Crime Free Rental-Housing Seminar as described in Section 6 of this Ordinance.

1. In the event a City of Fairview Heights Crime Free Rental-Housing Program Seminar is not available prior to obtaining the operating license, a conditional license will be issued to the applicant prior to their completion of a seminar.

2. The applicant must complete a seminar within six months of the issuance of the conditional license. After the seminar is attended, a full license shall be issued for the balance of the license term.

3. If the owner or their representative does not attend the Crime Free Rental-Housing Seminar within six months, the conditional license issued to the owner shall become invalid without any need of further action.

- L) Upon request by the City, every owner of rental property shall provide the City with a list of all occupants of their rental unit when the request is in response to a bona-fide investigation of a violation of this chapter, violation another City of Fairview Heights Ordinance(s) or any alleged

violation of the law. The owner shall provide an update of said list at least every sixty days until which time the investigation in question has been completed.

SECTION 6. CRIME FREE RENTAL HOUSNG PROGRAM SEMINAR REQUIRED.

- A) Any owner, operating a residential rental dwelling(s) shall be required to attend and complete a City of Fairview Heights Crime Free Rental-Housing Program Seminar administered by the Fairview Heights Police Department.
- B) An owner may meet the requirement of this section by attending and completing a Crime Free Rental Housing Seminar administered by another agency authorized by the Fairview Heights Police Department.
- C) The Seminar may be attended and completed by a property manager, or an agent/representative of the owner on their behalf. In the event an owner obtains a new property manager, agent or representative for their rental unit(s), the new property manager, agent or representative must attend a City of Fairview Heights Crime Free Rental Housing Seminar within six (6) months after obtaining that position.
- D) Any owner, agent or designee may be required to re-attend the City of Fairview Heights Crime Free Rental-Housing Program Seminar after two years if the Crime Free Rental-Housing Coordinator recommends re-attendance. The City, in determining whether or not to have the person re-attend the Crime Free Multi-Housing Program Seminar shall consider the follows:
 - 1. If the property rented by the owner is close to becoming a nuisance residential rental property as defined in this Ordinance, or
 - 2. Criminal activity is occurring on the premises and the Owner, Agent or designee has failed to initiate eviction proceedings.
- E) The Crime Free Rental-Housing Coordinator, as designated by the Chief of Police, shall provide the City with a list of owners, agents and/or designees who have attended the City of Fairview Heights Crime Free Multi-Housing Program Seminar, with the date of attendance and verification that the owner, agent or designee has complied with this Ordinance and is eligible to obtain, maintain or renew the operating license.

SECTION 7. CRIME FREE LEASE ADDENDUM REQUIRED.

No Owner of a Residential Rental Dwelling(s) may rent or lease a Rental Dwelling, whether the rental or lease agreement is written or oral, without requiring the tenant(s) to sign a Crime-Free Lease Addendum as part of any lease agreement executed after the effective date of this ordinance. The Crime Free Lease Addendum is to make criminal activity (not limited to violent criminal activity or drug related criminal activity engaged by, facilitated by or permitted by the renter, member of the household, guest or other party under the control of the renter) a lease violation. The owner or their agent shall have authority under that clause to initiate an eviction proceeding as specified in the Illinois Compiled Statutes Forcible Entry and Detainer Statutes. Proof of criminal violation shall be by a preponderance of the evidence.

SECTION 8. NUISANCE RESIDENTIAL RENTAL PROPERTY.

- A) It is hereby declared a nuisance and to be declared against the health, peace and comfort of the City for any property owner, agent or manager, to allow or permit the following:
1. Rental of any Residential Dwelling, or residential building within an apartment community or governed by a homeowner's association to a tenant who allows any of the following offenses to occur relating to the tenant, member of the tenant's household, guest or other party under control of the tenant to occur: murder, kidnapping, aggravated kidnapping, prostitution, solicitation of prostitution, pandering, obscenity, child pornography, harmful materials, sale of obscene publication, criminal housing management, possession of explosives, unlawful use of weapons, sale of firearms, gambling, keeping a gambling place, concealing a fugitive, violation of the Illinois Controlled Substances Act, violation of the Cannabis Control Act or commission of any two or more of any other crimes under the State of Illinois or under the Federal Government not specifically listed above;
 2. Rental of any Residential Dwelling, or residential building within an apartment community or governed by a homeowner's association to a tenant who allows any of the following offenses to occur relating to the tenant, member of the tenant's household, guest or other party under control of the tenant to occur; commission of 4 or more City Ordinance violations in a six month period or an unreasonably high number of calls for police service including, but not limited to, calls that may fall within the descriptions listed above that when compared to other properties in the City of Fairview Heights of similar type, reasonably indicate that the activity at this property is out of character for the area and is negatively impacting the quality of life of those in the area.

- B) For the purpose of this Section (8), a rental dwelling owner, agent or manager allows or permits the activities listed in subsections 1 and 2 if they receive notification by any City Officer, Employee or other reliable party that the activities have or are occurring at their rental unit(s) and fail to *take immediate corrective action*.
- C) This Ordinance shall not be construed or enforced in any manner which would negatively affect the tenancy of a Tenant whose only involvement in an incident was as a victim of a crime.
- D) If any tenant, member of the tenant's household, guest, witness, or other party under control of the tenant makes contact to police or other emergency services with the intention of preventing or responding to:
1. An incident or incidents of actual or threatened domestic violence or sexual violence against a tenant, household member, or guest occurring in the dwelling unit or on the premises; or
 2. Criminal activity or a local ordinance violation occurring in the dwelling unit or on the premises that is directly relating to domestic violence or sexual violence, engaged in by a tenant, member of a tenant's household, guest, or other party, and against a tenant, household member, guest, or other party; or
 3. If the contact was made by, on behalf of, or otherwise concerns an individual with a disability and the purpose of the contact was related to that individual's disability, such contact shall not be construed as a violation of this Ordinance.
- E) Nothing in this Section limits enforcement of Section 15.2 of the Emergency Telephone System Act, Article 26 of the Criminal Code of 2012, or Article IX of the Code of Civil Procedure; prohibits counties from enacting or enforcing ordinances to impose penalties on the basis of the underlying criminal activity or a local ordinance violation not covered by subsection D of this Section and to the extent otherwise permitted by existing State and federal law; or limits or prohibits the eviction of or imposition of penalties against the perpetrator of the domestic violence, sexual violence, or other criminal activity.

SECTION 9. SUSPENSION OR REVOCATION OF RESIDENTIAL RENTAL LICENSE.

- A) The Chief of Police may take or require corrective action up to and including suspension or revocation of any license issued hereunder if he or she determines from the report of any City officer or City employee, or

based on any other reliable available information, that the licensee has violated this Chapter or permitted a nuisance as set forth in Section 8 of this Ordinance to occur. Suspension or revocation shall be limited to the specific rental units involved in violations of this chapter, unless it is reasonably determined by the City that the revocation of the license for other or all units is required to protect the public safety or to prevent continued violations. In the event that the Chief of Police determines that any such license issued hereunder may be suspended or revoked, the Chief of Police shall cause to be issued written notice to the Owner, informing the Owner of the specifics charges for the suspension or revocation. The Owner shall have three (3) days' notice to appear at a revocation hearing and defend the specific charges.

- B) The Chief of Police or their designee shall then issue a written finding determining if the license issued hereunder shall be revoked or suspended.
- C) Any suspension or revocation of a license may be appealed directly to the Hearing Officer of the City. The designated city attorney for Fairview Heights shall act as hearing officer. Such appeals shall be filed within fifteen (15) days of the decision of the Chief of Police. Such suspension or revocation may be stayed by the Chief of Police pending the decision of the Hearing Officer unless the Chief confirms specifically in writing that public safety may be threatened by such stay.
- D) Any Owner whose Residential Rental License has been suspended may not collect rent for the Rental Housing or units for which the suspension or revocation has been issued for the period of time that such suspension or revocation is in effect under any lease, lease term, or other rental agreement entered into after the effective date of this ordinance.
- E) In addition to any penalties or remedies set forth in this Chapter, the City may deny any occupancy permit or other site permit for Rental Housing for which the Owner is in violation of this Chapter.

SECTION 10. APPEALS OF LICENSE SUSPENSION OR REVOCATION.

- A) Any Owner may appeal to the Hearing Officer of the City a suspension, revocation, or denial of a Residential Rental License by the Chief of Police. Appeal to the Hearing Officer shall be made within fifteen (15) days of the suspension, revocation, or denial complained of by filing with both the Hearing Officer and the Police Chief a written notice of appeal, specifying the grounds thereof.
- B) Any such appeal shall be based solely upon and shall state a claim that: (i) the true intent of this Ordinance or the rules or regulations adopted pursuant thereto have been incorrectly interpreted, (ii) the provisions of this Ordinance do not apply, or (iii) criminal violations sufficient to allow for evictions under the Crime-Free Lease Addendum were not established with the requisite standard of proof.

- C) A non-refundable fee of fifty dollars (\$50) shall be paid at the time of filing of any appeal as otherwise established for appeals to the Hearing Officer.
- D) Upon receiving a timely-filed notice of appeal, the Chief of Police shall transmit to the Hearing Officer all papers constituting the record upon which the suspension, revocation, or denial was taken.
- E) An appeal shall stay any suspension or revocation appealed from, unless the Chief of Police certifies to the Hearing Officer after the notice of appeal has been filed that by reason of facts stated in the certificate, the stay would, in his opinion, cause eminent peril to life, property, or public safety, in which case the suspension or revocation shall not be stayed otherwise than by a restraining order which may be granted by the Hearing Officer or by a Court of Record on application, or notice to the Police Chief and on due cause shown.
- F) The Hearing Officer shall act upon any appeal hereunder within thirty (30) days of receiving a timely-filed notice of appeal by conducting a hearing upon such appeal, except such hearing may be extended to a later date upon application to the Hearing Officer for cause. The hearing shall be conducted according to the following procedures:
 - 1. Hearings conducted by the Hearing Officer shall be open to the public, held at the call of the Hearing Officer and at such times as he or she may determine. Any interested person may appear in person or by duly authorized agent or attorney. All testimony before the Hearing Officer shall be given under oath. The Hearing Officer shall administer oaths and may compel attendance of witnesses. The Hearing Officer shall keep minutes of his or her proceedings and other official actions. The Hearing Officer shall adopt his or her own rules and procedures, not in conflict with this Ordinance or applicable Illinois statutes.
 - 2. The Hearing Officer may reverse or affirm wholly or partly, or may modify or amend the suspension, revocation, or denial appealed from to the extent and in the manner that the Hearing Officer determines is necessary to conform with the intent and requirements of this Ordinance. Unless otherwise required by law, no challenge to any decision subject to this Section shall be filed in any court until or unless a timely appeal has been filed and prosecuted to completion by the Owner as provided for in this Section so as to establish a final appealable decision.
 - 3. Every decision by the Hearing Officer on an appeal hereunder shall be accompanied by findings of facts and shall refer to any exhibits presented at the hearing upon which the Hearing Officer's decision is based. Such exhibits shall remain a part of the permanent records of the Hearing Officer. The findings of facts shall specify the reason or reasons for Hearing Officer's decision. The terms of the relief granted shall be specifically set forth in a conclusion or statement separate from the

findings of fact. Every decision or determination of the Hearing Officer shall immediately be filed with the Chief of Police and the City Clerk and shall be a public record and thereupon shall be a final decision of the City.

SECTION 11. PENALTIES.

- A) Any person who violates the provisions of this Ordinance or fails to comply with any lawful order pursuant to any section of this Ordinance, upon conviction thereof, shall, in addition to any other remedy established herein, be subject to punishment in accordance with the general penalty for violations of ordinances of the City of Fairview Heights, Illinois. Each day that such violation or failure to comply continues after issuance of notice by the code official shall constitute a separate offense.
- B) Any person whose Residential Rental License has been suspended or revoked shall be deemed to be in violation of this Chapter, and in addition to any other remedies as may be provided by law, shall be subject to any of the following:
 - 1. A fine in an amount of not less than \$250.00 and no more than \$1,500.00, per unit for each day the violation exists;
 - 2. Any and all civil remedies available to the City, including any and all injunctive remedies that a court of competent jurisdiction may impose.

The City of Fairview Heights may seek to enforce this ordinance by seeking any one or more remedies authorized under this Chapter.

SECTION 12. PASSAGE. This Ordinance shall be in full force and effect, from and after its passage, approval and publication as provided by law.

READ FIRST TIME:

READ SECOND TIME:

PASSED:

APPROVED:

PUBLISHED:

ATTEST:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

KAREN J. KAUFHOLD - CITY CLERK

PROPOSED ORDINANCE NO. 47-'16

**AN ORDINANCE AMENDING ORDINANCE NO. 190
"THE REVISED CODE," CHAPTER 25, NUISANCES
BY ADDING ARTICLE VI, NUISANCE PARTIES AND
SOCIAL GATHERINGS.**

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY
OF FAIRVIEW HEIGHTS, ILLINOIS:

SECTION 1. AMENDMENT. Amendment of Ordinance No. 190, "THE REVISED
CODE," CHAPTER 25, NUISANCES, by adding ARTICLE VI, NUISANCE PARTIES AND
SOCIAL GATHERINGS reading as follows:

DEFINITION. NUISANCE PARTY OR SOCIAL GATHERING – a gathering of
three or more persons on public or private property when, by reason of the conduct of
persons in attendance, results in any violation of the following state laws or City of
Fairview Heights Ordinances:

1. Assault
2. Battery
3. Disorderly conduct
4. Obstructing a peace officer
5. Resisting arrest
6. Indecent exposure
7. Loud or raucous noise
8. Public urination or defecation
9. Reckless conduct
10. Criminal Damage to Property
11. Trespassing
12. Destruction of Public Property
13. Unlawful possession or use of fireworks
14. Violations of the Cannabis Control Act, the Controlled Substances Act, or
possession of drug paraphernalia
15. Throwing of rocks, bottles, and other projectiles
16. Unlawful Assembly
17. Littering
18. Blocking of roadway
19. Illegal parking
20. State or local liquor code violations
21. Public intoxication
22. Encouraging delinquency
23. Unlawful use of weapons
24. Discharge of firearms

- 25. Theft
- 26. Curfew violations
- 27. Open burning violation
- 28. Harassment or intimidation
- 29. Rubbish/ Garbage Nuisance
- 30. Encroachment
- 31. Noxious odors

SECTION 2. PROSECUTION OF REQUISITE OFFENSE NOT REQUIRED.

The referenced laws and City ordinances in Section 1. shall not be interpreted to require that prosecution of the specific charge be a necessary prerequisite to enforce this chapter. The chapter shall not require proof of a violation beyond a reasonable doubt.

SECTION 3. NUISANCE PARTIES PROHIBITED.

No person who is an owner, occupant, tenant, or who otherwise has rightful possession or possessory control, individually or jointly with others, of any premises shall knowingly, negligently, or recklessly allow a social gathering on said premises to become a nuisance party as defined by Section 1. above.

SECTION 4. ORDER TO CEASE AND DISPERSE.

A social gathering or party that is or becomes a nuisance party, as defined by Section 1. above, shall cease upon the order of a police officer; and all persons not residing therein at the site of such party shall disperse immediately. No person shall knowingly or willfully fail or refuse to obey and abide by such an order.

SECTION 5. FAILURE TO DISPERSE.

- (A) Whenever a police officer has probable cause to believe that a person or persons are creating a disturbance of the peace and quiet of any person or neighborhood, such police officer may order said person or persons not residing on the premises to disperse for the purpose of abating the said disturbance.
- (B) It shall be unlawful for any person to refuse to comply with a lawful order to disperse given by a police officer in the performance of the officer's duties under this section.

SECTION 6. DISORDERLY HOUSES.

- (A) Suppression of nuisances; disorderly houses. Any room, house, building, structure or place, and any property kept and used in maintaining the same, where, in violation of the ordinances of the city, unlawful or illegal acts are committed, is hereby declared to be an unreasonable interference with the health, safety, welfare, and property of the citizens of the city, a disorderly house, and a public or common nuisance. Such nuisances may be restrained or suppressed by the city

in any manner provided by law, and the city attorney is hereby authorized and empowered to take such legal action as may be necessary to restrain or suppress such nuisances.

(B) Disorderly house; maintaining. The term "disorderly house" as used in this section shall be deemed to be any room, house, building, structure, or premises, where unlawful or illegal acts are being committed. It shall be unlawful for the owner, lessee, resident, manager, or proprietor of any room, house, building, structure, or premises to knowingly collect or permit to be collected therein a person or persons who are engaging in any unlawful act, or to knowingly make, cause, permit, or suffer to be made therein any loud or improper noise to the annoyance or disturbance of any person or neighborhood.

(C) Inmate of disorderly house. It shall be unlawful for any person to be an inmate of or frequent any disorderly house as declared in subsection (b) of this section, Section 6, Disorderly houses, with knowledge of, and participation in, the illegal activities occurring therein.

SECTION 7. PENALTIES.

(A) A person who violates any section of this chapter and article shall be fined not less than \$250.00, nor more than \$750.00.

(B) A person, having been previously convicted of violation of any section of this chapter and article shall be fined not less than \$500.00, nor more than the maximum penalty allowed by law.

SECTION 8. PASSAGE. This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

READ FIRST TIME:

READ SECOND TIME:

PASSED:

APPROVED:

PUBLISHED:

ATTEST:

MARK T. KUPSKY – MAYOR
CITY OF FAIRVIEW HEIGHTS

KAREN J. KAUFHOLD – CITY CLERK

PROPOSED RESOLUTION NO. 72-'16

A RESOLUTION AMENDING RESOLUTION NO. 4006-2016, PASSED APRIL 19, 2016, AND APPROVED APRIL 21, 2016; A RESOLUTION AUTHORIZING DEPARTMENTAL FORCE LEVELS. (POLICE DEPARTMENT)

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRVIEW HEIGHTS:

SECTION 1. AMENDMENT. Amendment of Resolution No. 4006-2016, under "LAW ENFORCEMENT – FULL TIME COMMISSIONED" reading as follows:

"LAW ENFORCEMENT:

FULL TIME COMMISSIONED:

	Chief - Management Level I	One (1)
*	Captain - Management Level II	One (1)
*	Lieutenant - Management Level III	Three (3)
*	Sergeants - Management Level IV	Five (5)
	Patrol Officer -	Thirty-Four (34)
	One (1) Drug Enforcement Agency	
	Two (2) School Resource Officer	
	One (1) Drug Tactical unit	
	One (1) Metropolitan Enforcement Group of Southwestern Illinois	
	Two (2) COPS Grant (to expire 4-30-15)	

*Police Management Levels as outlined in Salary Ordinance"

Be and the same is hereby amended to read as follows:

"LAW ENFORCEMENT:

FULL TIME COMMISSIONED:

	Chief - Management Level I	One (1)
*	Captain - Management Level II	One (1)
*	Lieutenant - Management Level III	Three (3)
*	Sergeants - Management Level IV	Five (5)
	Patrol Officer -	Thirty-Five (35)
	One (1) Drug Enforcement Agency	
	Two (2) School Resource Officer	
	One (1) Drug Tactical unit	

One (1) Metropolitan Enforcement Group of Southwestern Illinois
Two (2) COPS Grant (to expire 4-30-15)
*Police Management Levels as outlined in Salary Ordinance”

SECTION 2. PASSAGE. This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED:

APPROVED:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD - CITY CLERK

PROPOSED RESOLUTION NO. 73-'16

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT ON BEHALF OF THE CITY WITH JAMES G. STAAT TUCKPOINTING & WATERPROOFING INC. FOR TUCKPOINTING OF THE NORTH WING AND NORTHWEST PORTION OF THE MUNICIPAL BUILDING.

WHEREAS, the City has advertised for bids for labor, materials, and equipment in connection with parapet tuckpointing services for the North Wing and Northwest portion of the Municipal Building; and

WHEREAS, James G. Staat Tuckpointing & Waterproofing Inc. has submitted the lowest and best bid in the interest of the City pursuant to such advertisement for bid.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRVIEW HEIGHTS:

That the Mayor be and is hereby authorized to enter into, on behalf of the City, a contract with James G. Staat Tuckpointing & Waterproofing Inc., 8177 Gravois Road, St. Louis, Missouri 63123 for the parapet tuckpointing of the North Wing and the Northwest portion of the Municipal Building for the sum of TWO HUNDRED SIXTY-NINE THOUSAND THREE HUNDRED EIGHTY DOLLARS AND NO CENTS (\$269,380.00) for said project pursuant to the contract documents attached hereto, and marked "EXHIBIT A."

This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED:

APPROVED:

ATTEST:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

KAREN J. KAUFHOLD - CITY CLERK

 **AIA** Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 10 day of August in the year 2016
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Fairview Heights
10025 Bunkum Road
Fairview Heights, IL 62208

and the Contractor:
(Name, legal status, address and other information)

James G. Staat Tuckpointing, Inc.
8177 Gravois Road
St. Louis, MO 63123
Telephone Number: 213.743.0669

for the following Project:
(Name, location and detailed description)

Fairview Heights Municipal Building Tuckpointing
EWR Project No. 216124

The Architect:
(Name, legal status, address and other information)

EWR Architects, Inc.
391 Frank Scott Parkway East
Fairview Heights, IL 62208
Telephone Number: 618.236.2000

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than () days from the date of commencement, or as follows: The date of substantial completion shall be November 1, 2016.

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Init.

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be Two Hundred Sixty-Nine Thousand, Three Hundred and Eighty Dollars and no cents (\$ 269,380.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Alternate one for the bid sum of \$21,840.00 is included in the total contract amount listed above.

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
n/a		

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
n/a	

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than forty-five (45) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported

by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

Retainage may be reduced to 5% when the project is 90% complete at the sole discretion of the owner, and only if all work is found to be in conformance with the construction documents.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Init.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows: *(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*

- Arbitration pursuant to Section 15.4 of AIA Document A201–2007
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

1 % percent

§ 8.3 The Owner’s representative:
(Name, address and other information)

Mr. John Harty, Director of Public Works
City of Fairview Heights
10025 Bunkum Road
Fairview Heights, IL 62208

Init.

§ 8.4 The Contractor's representative:
(Name, address and other information)

Mr. James G. Staat
James G. Staat Tuckpointing, Inc.
8177 Gravois Road
St. Louis, MO 63123

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

This project is subject to Illinois Prevailing Wage Act for St. Clair county. A project labor agreement applies to the project.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
See attached project manual table of contents dated July 15, 2016.			

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)
See attached project manual table of contents dated July 15, 2016.

Section	Title	Date	Pages
See attached project manual table of contents dated July 15, 2016.			

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
See attached project manual table of contents dated July 15, 2016. (15 pages included after technical sections in the project manual)		

§ 9.1.6 The Addenda, if any:

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User Notes:

(945316660)

Number	Date	Pages
n/a		

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor’s bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
As required per section 00700 General Conditions for Performance and section 00800 Supplementary Conditions	

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*
 Honorable Mark T. Kupsy, Mayor
(Printed name and title)

CONTRACTOR *(Signature)*
 James G. Staat, President
(Printed name and title)

**PROJECT MANUAL
TABLE OF CONTENTS**

**DIVISION 0 – INTRODUCTORY INFORMATION, BIDDING REQUIREMENTS, AND
CONTRACT REQUIREMENTS**

00010 – TABLE OF CONTENTS	00010-1-3
00100 – BID SOLICITATION	00100-1-2
00200 – INSTRUCTIONS TO BIDDERS (AIA Document A701 – 6 pages)	00200-1
00410 – BID FORM	00410-1-4
00500 – AGREEMENT (AIA Document A101 – 7 pages)	00500-1
00700 – GENERAL CONDITIONS (AIA Document A201 General Conditions– 40 pages) (AIA Document A310 Bid Bond – 2 pages) (AIA Document A312 – Performance Bond 4 pages & Payment Bond 4 pages)	00700-1
00800 – SUPPLEMENTARY CONDITIONS	00800-1-5
00825 – SUPPLEMENTARY CONDITIONS PREVAILING WAGES	00825-1-10

DIVISION 01 – GENERAL REQUIREMENTS

01010 – DEFINITION OF TERMS	01010-1-3
01100 – SUMMARY	01100-1-4
01250 – CONTRACT MODIFICATION PROCEDURES	01250-1-3
01290 – PAYMENT PROCEDURES	01290-1-4
01330 – SUBMITTAL PROCEDURES	01330-1-8
01400 – QUALITY REQUIREMENTS	01400-1-5
01420 – REFERENCES	01420-1-2
01500 – TEMPORARY FACILITIES AND CONTROLS	01500-1-5
01524 – CONSTRUCTION WASTE MANAGEMENT	01524-1-2
01600 – PRODUCT REQUIREMENTS	01600-1-6
01700 – EXECUTION REQUIREMENTS	01700-1-5
01731 – CUTTING AND PATCHING	01731-1-4
01732 – SELECTIVE DEMOLITION	01732-1-6
01770 – CLOSEOUT PROCEDURES	01770-1-5

**DIVISION 02 – SITE CONSTRUCTION
NOT USED**

**DIVISION 03 – CONCRETE
NOT USED**

**DIVISION 04 – MASONRY
SECTION 04901 - MASONRY RESTORATION AND CLEANING 04901-1-13**

**DIVISION 05 – METALS
NOT USED**

**Tuckpointing
Fairview Heights Municipal Building**

216124

**DIVISION 06 – WOOD AND PLASTICS
NOT USED**

**DIVISION 07 – THERMAL AND MOISTURE PROTECTION⁷⁹
07920 – JOINT SEALANTS
07190 – WATER REPELLENTS**

**DIVISION 08 - DOORS AND WINDOWS
NOT USED**

**DIVISION 09 – FINISHES
NOT USED**

**DIVISION 10 – SPECIATIES
NOT USED**

**DIVISION 11 – EQUIPMENT
NOT USED**

**DIVISION 15 – HEATING, VENTILATING, AND AIR CONDITIONING
NOT USED**

Photographic Drawings and Notes.

END OF TABLE OF CONTENTS

PROPOSED RESOLUTION NO. 74-'16

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A LETTER OF ENGAGEMENT ON BEHALF OF THE CITY WITH COMMERCIAL ENERGY CONSULTANTS TO PROVIDE AN ELECTRIC ENERGY EXPENSE ANALYSIS AND CONTRACT NEGOTIATIONS ASSISTANCE WITH AN ELECTRIC SUPPLIER FOR THE CITY'S FACILITIES, STREET LIGHTS, AND TRAFFIC SIGNALS.

WHEREAS, the City is in need of an electric energy expense analysis to determine potential electric energy savings and assistance in contract negotiations with resultant electric supplier for the City's facilities, street lights, and traffic signals, and

WHEREAS, Commercial Energy Consultants has presented a program to the City to review the City's electric usage history, obtain and evaluate electric energy supply offers, assist the City with contract negotiations with an electric supplier, and advise the City on energy related matters.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRVIEW HEIGHTS:

That the Mayor be and is hereby authorized to enter into, on behalf of the City, a Letter of Engagement with Commercial Energy Consultants, LLC, 15 Canty Lane, Fairview Heights, Illinois 62208 to provide an electric expense reduction analysis, assist the City with electric energy contract negotiations, and advise the City on energy related matters at no cost to the City as stated in the Letter of Engagement, attached hereto, and made a part hereof, and marked "EXHIBIT A."

This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED:

APPROVED:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD - CITY CLERK

Commercial Energy Consultants, LLC

Letter of Engagement

This agreement is entered into on the ___th day of August 2016, by and between **Commercial Energy Consultants, LLC** ("CEC") with a place of business at 15 Canty Lane, Fairview Heights, IL 62208, and **City of Fairview Heights** ("CLIENT") with a place of business in 10025 Bunkum Road Fairview Heights, IL 62208

WHEREAS CEC has developed certain proprietary methods for examining utility expenses and has entered into business arrangements with Electric suppliers, which allow CEC to offer CLIENT favorable utility arrangements.

WHEREAS CLIENT owns and/or operates a City Account and desires to have CEC examine its utility expenses and make certain favorable utility arrangements available to CLIENT.

THEREFORE, CLIENT hereby engages CEC to perform expense reduction analysis and make written savings recommendations in the following areas:

Electricity (initial) _____

(1) In Consideration for providing its proprietary methods to CLIENT, CLIENT hereby authorizes CEC to represent CLIENT in obtaining usage history, energy supply offers, evaluating offers, and assisting in contract negotiations or otherwise advising on energy related matters (collectively the "Services"). CLIENT hereby agrees that during the term of this agreement, CEC shall be the exclusive provider of the Services to CLIENT. All utility service providers ("Suppliers") are hereby requested to forward all offers, communications and correspondence concerning CLIENT to CEC. This agreement shall be effective for a period of one year after the date of this agreement. There after there is 30 day Notification of termination by either side. CLIENT agrees not to use our recommendations and work product to negotiate with Energy Providers.

(1) CEC will perform all services required to analyze the above indicated expense areas and submit written recommendations that will enable CLIENT to realize savings in those areas. Regardless of which Supplier CLIENT chooses, a fee is paid by Supplier to CEC. CEC does not invoice CLIENT for its Services.

(2) CEC will have access to the appropriate accounting records of CLIENT for the purpose of initial analysis and subsequent follow-up, subject to normal confidentiality requirements of the CLIENT. CEC will also have access to current suppliers. CEC acknowledges the confidentiality of all CLIENT information received during the analysis and agrees not to disclose such information unless so authorized by CLIENT.

(3) In performing the Services, CEC shall act as an independent contractor and have control of the method and the manner the Services are performed. CEC is authorized to contract with others to assist in the performance of the Services.

Client:

Commercial Energy Consultants, LLC

Company: City of Fairview Heights

By: X _____

By: __

Printed Name: _____

Printed Name: Mike Grimes

Title: _____

Title: Commercial Energy Consultants LLC

Date: _____

Date:

PROPOSED RESOLUTION NO. 75-'16

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH SCI ENGINEERING TO PERFORM A MINE EXPLORATION STUDY ON 72 ACRES IN THE STATE ROUTE 159 NORTH TAX INCREMENT FINANCE DISTRICT.

WHEREAS, the City of Fairview Heights has created the State Route 159 North Tax Increment Financing (TIF) District.

WHEREAS, the City desires to know the extent of potential mine subsidence within the said TIF.

WHEREAS, SCI Engineering has submitted a proposal which is attached hereto, made a part hereof and marked "EXHIBIT A" in the amount of NINETY TWO THOUSAND FOUR HUNDRED DOLLARS (\$92,400.00), to examine the extent of the undermining, and prepare cost estimates to alleviate such undermining through grouting.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRVIEW HEIGHTS, ILLINOIS:

That the Mayor be and is hereby authorized to enter into an agreement with SCI Engineering to perform a Mine Exploration Study pursuant to the proposal attached hereto, made a part hereof and marked "EXHIBIT A."

This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED:

APPROVED:

ATTEST:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

KAREN J. KAUFHOLD - CITY CLERK



“EXHIBIT A”

August 5, 2016

Mr. Mike Malloy
City of Fairview Heights
10025 Bunkum Road
Fairview Heights, Illinois 62208

RE: Proposal for Undermining Exploration
Fountains Pointe
Fairview Heights, Illinois
SCI No. 2016-3029.11

Dear Mr. Malloy:

SCI Engineering, Inc. (SCI) is providing this proposal for geotechnical services for the above project. The purpose of our geotechnical services will be to explore, evaluate and characterize the conditions of the coal mine below the project site. The information gained from the exploration will be used to define the risk for mine subsidence on the site and develop a cost structure for future mine mitigation.

PROJECT DESCRIPTION

The approximate 72-acre site is located west of State Route 159, north of its intersection with Ruby Lane in Fairview Heights, Illinois. The site is currently undeveloped and consists of a combination of agricultural fields and wooded areas. A development plan is not currently available for the site; however we anticipate the eastern 36 acres will potentially be developed in the future.

The ISGS *Directory of Coal Mines in St. Clair County and Mine Map*, dated July 2011, indicated that the site is undermined by the Ruby Mine. Accordingly, SCI prepared a *Preliminary Mine Mitigation Cost Estimate* for the project dated February 25, 2016, which provided a preliminary discussion of mine mitigation and associated costs.

MINE EXPLORATION PLAN

The purpose of our mine exploration plan will be to explore the depth of the coal mine and characterize the general dimensions, orientation and condition of the mine opening. SCI proposes the following exploration plan:

- SCI will advance 10 deep borings on the site. We anticipate that approximately 60 to 80 feet of soil drilling and 100 to 120 feet of rock drilling will be required at each boring location. The borings would be advanced approximately 5 feet below the depth of the coal seam. Personnel from SCI will be onsite during the exploration to coordinate the drilling activities and log the borings. Fees for abandonment of the boreholes have been included should mine grouting not occur on the site.

- If a void is encountered, we will attempt to lower a camera down the hole to observe the condition of the mine and the orientation of the features compared to the available mine map. It should be noted that the success of the camera work is highly dependent upon the actual conditions encountered. While we anticipate useful information from the camera work, the possibility exists that it will provide limited results. The camera work also improves the probability of encountering the mine void with subsequent borings. Samples of previous downhole camera imagery is available upon request.
- The results of the field exploration will be analyzed by our geotechnical engineer and will be used to evaluate the mine subsidence risk on the site. The risk assessment will consider the extraction ratio and the condition of the roof, pillars and floor. Furthermore, the exploration will provide valuable data on the depth to the seam.
- The information from the exploration, primarily the drilling depth and extraction ratio, plays a critical role in developing a cost estimate for any grouting option. Estimates are largely based on mobilization, drilling and grout quantities. SCI will contact specialty contractors in order to develop a cost structure based on the conditions encountered in the mine. This cost structure can then be used to develop a more detailed cost estimate for grouting once a development plan is available. All of our findings and recommendations, along with supporting data, will be presented in a formal report.
- It should be noted that the scope of work detailed in this proposal includes a limited number of borings and should be considered preliminary in nature. Once a detailed development plan is created, additional exploration may be warranted.

COST AND SCHEDULE

To complete the mine exploration scope of work outlined in this proposal we would suggest establishing a budget of \$92,400.00, as summarized in Table 1. This project will be invoiced on a time and expenses basis. We suggest a contingency since it may be beneficial to collect information from additional boreholes.

Table 1 – Itemized Estimate of Fees

Task	Fees (\$)
Project Coordination	1,000.00
Drilling and Logging	68,200.00
Abandonment of Boreholes	3,200.00
Engineering Analysis and Report	10,000.00
Contingency	10,000.00
TOTAL	\$92,400.00

We will schedule the fieldwork following your authorization of this proposal, and should be able to start drilling the site, weather permitting, about seven to ten days thereafter. We anticipate that the exploration will be completed in five to seven days. Engineering analysis and report preparation will require approximately three to four weeks following completion of the field exploration.

CONDITIONS

- We will invoice our time and expenses in accordance with our current *Rate Schedule and Price List*. The fees are based on 180 feet of drilling per boring.
- Our fee, which is valid for up to 90 days from the date of this proposal, does not include out-of-scope services that might be added during the course of our work; nor does it include additional services that might be requested following completion of our report, such as attendance at project meetings; subsequent consultation; or review, signing, and sealing of project plans. Such services will be provided in accordance with the enclosed *Acceptance of Proposal for Professional Services*, and billed at our then-current hourly rates, or as otherwise agreed.
- This proposal assumes that you will provide site access authorization, including access to the proposed boring locations for a conventional, rubber-tired, all-terrain mounted, drill rig. No clearing, grading, or other removal of site obstacles, has been included in this proposal. It also assumes that you will provide marked locations of privately owned, below-grade, utility lines within the project area, prior to mobilization of the drill rig.
- We routinely contact the Illinois JULIE system to have the locations of public utilities marked; however, we will only be responsible for utilities brought to our attention prior to drilling.

CLIENT AUTHORIZATION

Please provide formal authorization for this project by completing, signing, and returning the enclosed *Acceptance of Proposal for Professional Services* sheet.

We appreciate the opportunity to be of service to you on this project. Please call if you have any questions; if you would like to discuss the above scope or schedule in any way; or if you would like us to address environmental services, archaeological or wetlands issues, or construction testing and observation.

If you have any questions or need additional information, I can be reached at 618-206-3043 or cmathews@sciengineering.com.

Respectfully,

SCI ENGINEERING, INC.



Christopher L. Mathews, P.E.
Project Engineer



Mark A. Harms, P.E.
President

Enclosures

Rate Schedule, Price List
Acceptance of Proposal for Professional Services
General Terms and Conditions

CLM/MAH/tlw



SCI ENGINEERING, INC.

551 Pierre Boulevard
O'Fallon, Illinois 62459
618-629-6969 Fax 618-629-7271
www.sciengineering.com

RATE SCHEDULE

City of Fairview Heights
Fountains Pointe

August 5, 2016
2016-3029.11

Labor Description	Rate
President	185.00 /hour
Vice President	160.00 /hour
Senior Engineer II	150.00 /hour
Senior Engineer I	135.00 /hour
Health and Safety Manager	130.00 /hour
Project Engineer II	120.00 /hour
Project Engineer I	105.00 /hour
Staff Engineer II	93.00 /hour
Staff Engineer I	79.00 /hour
Project Manager	105.00 /hour
Special Inspections Manager	105.00 /hour
Field Manager II	85.00 /hour
Field Manager I	65.00 /hour
Laboratory Manager	89.00 /hour
Special Inspector (NDT)	85.00 /hour
Special Inspector (Steel/SFRM)	80.00 /hour
Deep Foundation Inspector	70.00 /hour
Special Inspector (Concrete/Masonry)	59.00 /hour
DOT-Certified Sr. Construction Technician	88.00 /hour
DOT-Certified Construction Technician	66.00 /hour
Construction Technician	54.00 /hour
Senior Scientist II	150.00 /hour
Senior Scientist I	135.00 /hour
Project Scientist II	120.00 /hour
Project Scientist I	105.00 /hour
Staff Scientist II	93.00 /hour
Staff Scientist I	79.00 /hour
Field Scientist II	65.00 /hour
Field Scientist I	60.00 /hour
Environmental Technician	60.00 /hour
Senior Archaeologist II	131.00 /hour
Senior Archaeologist I	110.00 /hour
Archaeologist	88.00 /hour
Archaeological Crew Chief	66.00 /hour
Archaeological Technician	58.00 /hour
CADD	84.00 /hour
Project Assistant	55.00 /hour
Administrative Assistant	50.00 /hour

Expenses

Transportation, Meals/Per Diem, lodging, subcontractors, subconsultants, etc.

Overtime/Night-Time Differential

Overtime is charged for hours worked per individual employee in excess of 8 hours per day, or work performed on Saturdays, Sundays, or Holidays. Overtime for SCI employees will be billed at 1½ times our regular hourly rates. A 10 percent premium will be charged for all labor performed during a night-time shift.

Expert Testimony

Expert witness testimony for deposition, arbitration, mediation and trial proceeding will be billed at 1½ times the applicable hourly rate.

Field and Lab Services

We prefer a 24-hour notice to schedule field services but will always try to work within the time constraints provided. Coordination and report review will be invoiced at engineering rates. A minimum charge of 3 hours per site visit will apply for all field services.

SCI Engineering, Inc. is a multi-discipline firm offering services during all phases of projects – from development and design through final construction. SCI provides services that include: geotechnical, construction, environmental, natural resources, and cultural resources. This Labor Rate Schedule is not inclusive of all of our services. Labor Rates for all of our services will be furnished upon request.



SCI ENGINEERING, INC.

45-1 Fountains Pointe Blvd
 Fountains, Illinois 62506
 618-299-0509 Fax 618-299-0507
 www.sci-engineering.com

City of Fairview Heights
 Fountains Pointe

August 5, 2016
 SCI No. 2016-3029.11

SOIL TESTING		ASTM/AASHTO	Price	Unit
Laboratory Tests				
1 Compaction Control				
	Moisture-Density Relationship			
	Standard Proctor	D698/T99	227.00	Ea
	Modified Proctor	D1557/T180	256.00	Ea
	Rock-Soil Mixtures		48.00	Add
	Over-size Specific Gravity		85.00	Add
	California Bearing Ratio (CBR) (moisture-density relationship additional)			
	Single-Point (unsoaked)	D1883/T193	165.00	Ea
	Single-Point (soaked)		175.00	Ea
	3-Point Single Moisture (soaked)		270.00	Ea
	Relative Density - Minimum and maximum density	D4253/4254	317.00	Ea
2 Material Characterization				
	Visual Description	D2488/M145	9.00	Ea
	Atterberg Limits - Method A or B	D4318/T89,90	75.00	Ea
	Liquid Limit Only		55.00	Ea
	Unit Weight Determination	D2937	35.00	Ea
	Grain Size Analysis			
	Sieve Analysis (includes percent finer than No. 200)	D422/T88	65.00	Ea
	Sieve Analysis with Hydrometer		158.00	Ea
	Percent finer than No. 200 (washed)	D1140	39.00	Ea
	Specific Gravity of Soil	D854/T100	145.00	Ea
	Moisture Content	D2216/T265	10.00	Ea
	Organic Content	D2974/	54.00	Ea
	Organic Classification Using Atterberg Method	D2487	125.00	Ea
	Wet Organic Content	T194	137.00	Ea
	pH	D4972	35.00	Ea
	pH	G51	25.00	Ea
	Soil Resistivity	G57	130.00	Ea
3 Strength and Behavioral Properties				
	One Dimensional Consolidation Test - Includes laboratory e-log and p-curve	D2435	385.00	Ea
	Swell Test		210.00	Ea
	Unconfined Compression Test	D2166/T208		
	Undisturbed Samples (includes dry density)		83.00	Ea
	Using Rimac on ss samples		7.00	Ea
	Triaxial Strength Testing			
	Unconsolidated, Undrained (UU) (Q)	D2850/T296	125.00	Pt
	Consolidated, Undrained (CU) (R)	D4767/T297		
	Per Point		340.00	Ea
	Additional Multi-Stage Points		125.00	Ea
	Consolidated, Drained (CD)	D7181		
	Per Point		470.00	Ea
	Additional Multi-Stage Points		125.00	Ea
	Direct Shear	D3080		
	Non-cohesive		250.00	per point
	Cohesive		350.00	per point
	Hydraulic Conductivity Tests			
	Triaxial Flexible Wall	D5084	350.00	Ea
	Rigid Wall	D2434	286.00	Ea
	Rock Core			
	Description/photo		38.00	Box
	Unconfined Compression Test		79.00	Ea
	Direct Shear		250.00	Ea
	Remolding Samples	D3080		
	Samples for Consolidation, Swell, or Direct Shear		50.00	Ea
	Samples for QU, UU, CU, or Hydraulic Conductivity		80.00	Ea
4 Laboratory Testing				
	Chemical Tests			
	Total Sulfates		38.00	Ea
	Chlorides		38.00	Ea
Field Services				
	Nuclear Density Equipment	D2922/T130	49.00	Day
	Sand Cone Equipment	D1556/T191	18.00	Day
	Drive Tube Equipment	D2937	18.00	Day
	Settlement Plates		225.00	Ea
	Handheld GPS Unit		100.00	Day



SCI ENGINEERING, INC.

2501 Fountains Pointe Boulevard
 Cary, North Carolina 27513
 919.224.8900 Fax: 919.224.8901
 www.sci-engineering.com

City of FairviewHeights
 Fountains Pointe

August 5, 2016
 SCI No. 2016-3029.11

CONCRETE TESTING		ASTM/AASHTO	Price	Unit
Laboratory Services				
1 Compressive Strength				
Cylinders - 4"x8", 3"x6" (Cast by SCI, Tested or held in reserve)	C39	16.00	Ea	
Cylinders - 6"x12" (Cast by SCI, Tested or held in reserve)	C39	18.00	Ea	
Cylinders - Cast by Others (Tested or held in reserve)	C39	21.00	Ea	
2" x 4" Cylinder	C780	16.00	Ea	
2" x 2" Cube	C109	16.00	Ea	
Drilled Cores (including sawcutting one end)	C42	48.00	Ea	
CLSM w/Density	D4832	65.00	Ea	
Sawcut Cylinders (If ends are not in compliance with ASTM standards)		20.00	Ea	
Nominal 4" x 4" x 8" Grout Sample		29.00	Ea	
Concrete Masonry Unit	C140	75.00	Ea	
2 Cylinder Molds				
		2.00	Ea	
3 Flexural Strength - 6" x 6" x 21" or 24" beam				
	C78	59.00	Ea	
4 Shrinkage/Length Change of Hardened Concrete (Set of 3)				
	C157/C490	500.00	Ea	
5 Mix Design/Verification (does not include aggregate tests)				
Trial Mix Verification (1-point, includes 6 cylinders)	C192	850.00	Ea	
Trial Mix (includes 3-point w/c ratio relationship & 18 cylinders)		1,750.00	Ea	
6 Masonry Mortar Mix Test				
		335.00	Ea	
7 Aggregate Characteristics				
Sieve Analysis	C136	55.00	Ea	
Washed Sieve Analysis (includes percent finer than No. 200)		65.00	Ea	
Washed Sieve Analysis (percent finer than No. 200 only)	C117	39.00	Ea	
Rapid Turnaround (Stove drying)		30.00	Add	
Unit Weight and Voids in Aggregate	C29	60.00	Ea	
Specific Gravity and Absorption of Coarse Aggregate	C127	80.00	Ea	
Specific Gravity and Absorption of Fine Aggregate	C128	125.00	Ea	
Clay Lumps and Friable Particles in Aggregate	C142	115.00	Ea	
MoDOT Deleterious Determination	TM71	70.00	Ea	
Surface Moisture in Fine Aggregate	C70	25.00	Ea	
Soundness (sodium sulfate)	C88	560.00	Ea	
Soundness (magnesium sulfate)	C88	445.00	Ea	
Resistance to Abrasion	C131	400.00	Ea	
Flat & Longated, Flat or Elongated	D4791	45.00	Ea	
Lightweight Particle	C123			
Fine Aggregate (2.0SG)		95.00	Ea	
Coarse Aggregate (2.0SG)		152.00	Ea	
Coarse Aggregate (2.4SG)		285.00	Ea	
8 Concrete Core Thickness				
	C174	17.00	Ea	
Field Services				
1 Quality Control (includes determination of slump and air content, making cylinders and retrieval)				
Field Testing	C31	Per Rate Schedule	Hr	
2 Concrete Batch Plant Inspection by Registered Professional Engineer (NRMCA Certification)				
		Upon request		
In-Place Testing				
1 Rebound Hammer Tests				
		Per Rate Schedule	Hr	
2 Windsor Probe Penetration Tests				
Field Testing		Per Rate Schedule	Hr	
Equipment		46.00	Day	
Probes (set of three)		43.00	Ea	
3 Coring (350.00 minimum)				
Field Testing		Per Rate Schedule	Hr	
Bit Wear		4.00	Inch	
Coring Machine		85.00	Day	
4 Floor Flatness				
	E1155			
Field Testing		Per Rate Schedule	Hr	
Dipstick Floor Profiler		150.00	Day	
5 Vapor Emission Test				
	F1869	60.00	Ea	
Field Testing		Per Rate Schedule	Hr	
6 Relative Humidity Loggers in Floor Slab				
	F2170	55.00	Ea	
Field Testing		Per Rate Schedule	Hr	
7 Ground Penetrating Radar-Concrete Scanning (4 hour minimum charge)				
		175.00	Hr	

MEMORANDUM

TO: Finance Committee

FROM: Mike Malloy, Director of Economic Development

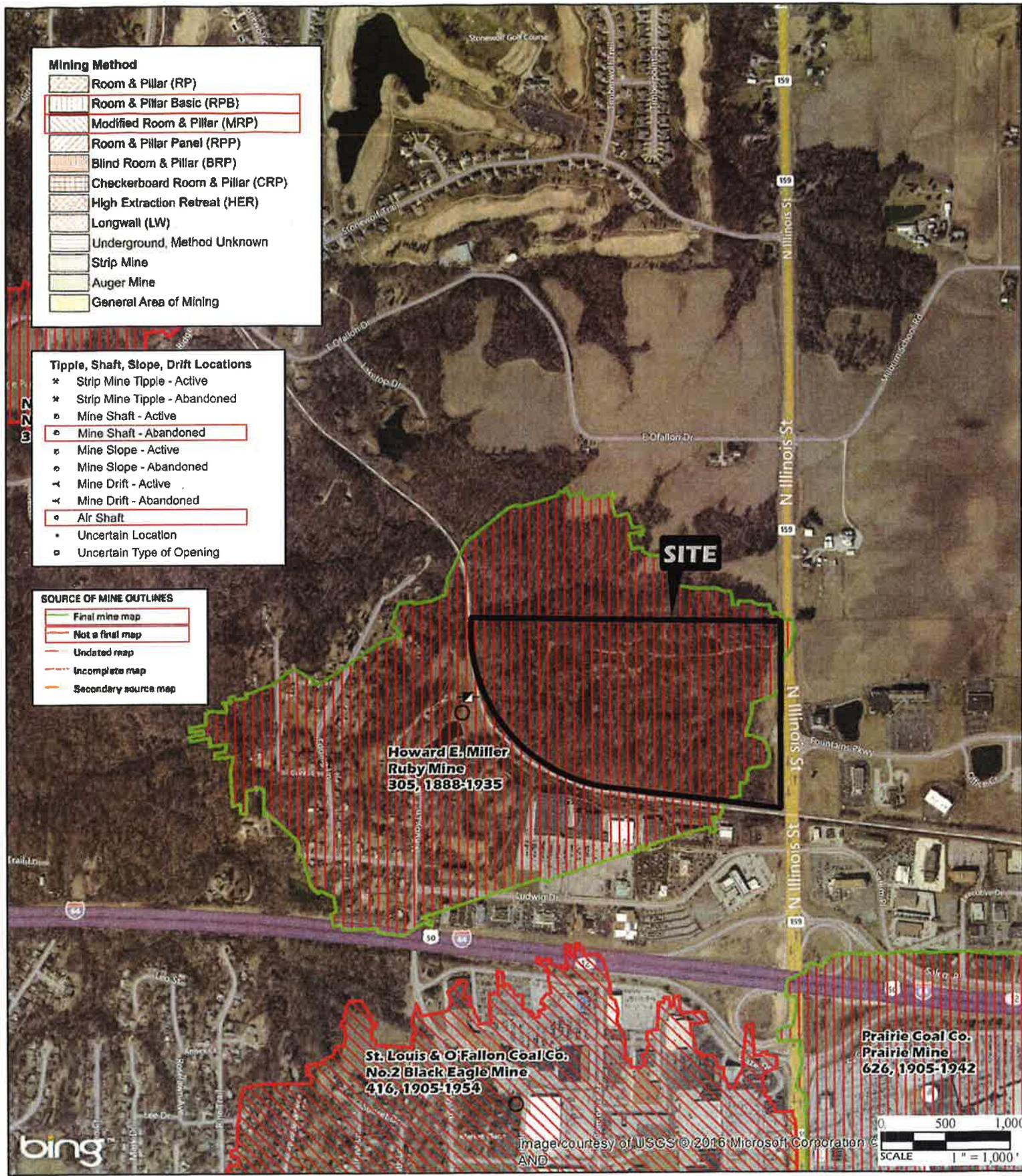
DATE: August 8, 2016

SUBJECT: Mine Exploration Study – 72 Acres

Concerning the above subject, be advised that the \$92,400.00 cost was included in the FY 2016/2017 budget. Further, with the property now being in the Illinois Route 159 North TIF, the city can recover the cost because of the city's passage of an inducement resolution.

The results of the study will give the city the ability to better indicate to a developer the costs associated with alleviating/mitigating the undermining to allow development on the property. Conceivably, the study could indicate the grouting costs will be far less than the \$8 million a previous developer had estimated.

Mike Malloy
Director of Economic Development



PROJECT NAME
**FOUNTAINS POINTE
 FAIRVIEW HEIGHTS, ILLINOIS**

ISGS MINE MAP

DRAWN BY	RCV	DATE	JOB NUMBER
CHECKED BY	CLM	02/2016	2016-3029.10

GENERAL NOTES/LEGEND

AERIAL OBTAINED FROM BING MAPS VIA ARCOGIS ONLINE.

MINE LOCATION INFORMATION OBTAINED FROM:
 HTTP://WWW.ISGS.UILLUC.EDU, JULY 2012
 ILLINOIS STATE GEOLOGICAL SURVEY DISCLAIMS THAT LOCATIONS OF SOME FEATURES ON THE MINE MAP MAY BE OFFSET BY 500 OR MORE FEET DUE TO ERRORS IN THE ORIGINAL SOURCE MAPS, THE COMPILATION PROCESS, DIGITIZING, OR A COMBINATION OF THESE FACTORS. DIMENSIONS AND LOCATIONS ARE APPROXIMATE. ACTUAL MAY VARY. DRAWING SHALL NOT BE USED OUTSIDE THE CONTEXT OF THE REPORT FOR WHICH IT WAS GENERATED.

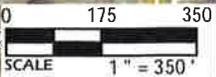


FIGURE
1



bing

Image courtesy of USGS © 2016 Microsoft Corporation © AND



PROJECT NAME
**FOUNTAINS POINTE
 FAIRVIEW HEIGHTS, ILLINOIS**

MINE WORKINGS MAP

DRAWN BY	RCV	DATE	JOB NUMBER
CHECKED BY	CLM	02/2016	2016-3029.10

GENERAL NOTES/LEGEND

WORKINGS MAP
 RUBY MINE
 LAST REVISED 11/09/1940

AERIAL PHOTOGRAPH OBTAINED FROM BING MAPS,

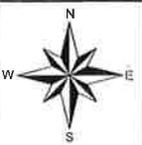


FIGURE
2