

Committee Members:
Dennis Baricevic
Roger Lowry
Pat Baeske
Harry Zimmerman
Denise Williams

A G E N D A
OPERATIONS COMMITTEE
Wednesday, September 7, 2016 – 7:00 p.m.
Council Chambers
Fairview Heights City Hall
10025 Bunkum Road

Public Participation
Approval of Minutes – [August 3, 2016](#)

Personnel
Alderman Harry Zimmerman, Chairman

Public Services
Alderman Dennis Baricevic, Chairman

1. [Hollandia Storm Sewer – Engineering Contract](#)
2. [Durley Road – R.O.W. Dedication Plat](#)
3. [City Logo – Vehicle Update](#)
4. [Cypress Drive – R.O.W. Vacation](#)
5. St. Clair Avenue Sidewalks – Request to Solicit Bids
6. [Union Hill/Longacre Signals – Federal Funding Agreement for Engineering](#)
7. [Public Works Director’s Report – Project Updates](#)

THE CITY OF FAIRVIEW HEIGHTS
OPERATIONS COMMITTEE MINUTES
Wednesday, August 3, 2016 - 7:00 p.m.
City Council Chambers
10025 Bunkum Road, Fairview Heights, IL

Committee Members in attendance – Dennis Baricevic, Pat Baeske, Roger Lowry, Denise Williams, Harry Zimmerman

Committee Members absent – None

Other Aldermen and Elected Officials in attendance – Patricia Peck, City Clerk Karen Kaufhold

Staff in attendance: Public Services Director John Harty, Police Chief Nick Gailius (left at 7:20 p.m.), Police Captain Chris Locke (left at 7:20 p.m.), City Attorney Katherine Ann Porter

Recorder – Jill Huffman

Public Participation

None

Approval of Minutes, July 6, 2016

Motion and second to approve said minutes were made by Aldermen Lowry/Williams. The motion carried by voice vote and was unanimous.

Personnel Committee

Alderman Harry Zimmerman, Chairman

POLICE DEPARTMENT STAFF LEVELS

Police Chief Nick Gailius presented information requesting the increase of the Department's force level by one police officer due to an anticipated staff shortage in the near future. The current staff is authorized at 43 police officers which includes the Chief, Captain Locke, three Lieutenants, and the Patrol Division which is four squads, each managed by a sergeant (the day shift squads has seven officers each, and the night shift squads, has six officers each). The staff also includes the two-person Hot Spot Team and the Department Training Officer. This totals 29 people. In the Support Division, Investigations, eleven officers are assigned, which includes four general assignment detectives, a juvenile detective, a detective sergeant, a DEA task force officer, a MEGSI officer, and two school resource officers.

In 2009, a staffing study was prepared which recommended the stacking of seven officers on day patrol and five officers on night patrol, which over the years has required the Department to add four officers to the staff. This has been accomplished by utilizing a grant to acquire two officers, converting the Crime Free Officer position to a civilian position, and a Drug Task Force Officer with the County which has not been filled.

Looking back at the last 36 months, the Police Department was short an officer, meaning an unfilled vacancy in the Department by a long-term deployment to the military, a long-term sick leave issue, an officer in field training, or an officer in the academy. In the last 36 months, the Department was short at least one officer 100 percent of the time, short two officers 78 percent of the time, and short three or more officers 36 percent of the time. Therefore, during 12 of the last 36 months, the Department has been short on officers.

Currently, the Department is short one officer due to a resignation. There is an officer with a medical issue, another officer will be out for a medical issue, another officer will retire early 2017, and another will be retiring by the end of 2017. If staff could be increased by one, it helps fill the vacancies.

The Board of Fire and Police recently went through the hiring process and there are two fine candidates the Police Department would like to hire. One candidate would be required to enter the academy which begins the end of August.

The salary cost for the remainder of the year would be approximately \$50,000. Due to some staffing changes within the Department and unfilled positions, the Chief believes there is enough money in the budget.

The Chief requests that the Committee consider a resolution to modify the force level for the Police Department increasing the number of sworn staff from 43 to 44.

The Mayor stated that the difference between the Police Department and other City Departments is that candidates need to go before the Board of Fire and Police and be placed on an eligibility list. He relayed that with the holiday season approaching, the Department does not want to be short. The addition of an officer is covered in the current budget.

Chief stated that the Board of Fire and Police recently went through the hiring process and from the list, there are three candidates for potential hire with two fine candidates the Police Department would like to hire. The number one person on the list will need to go to the academy. The Department has one academy slot reserved. The number two person has been through the academy and would be able to be hired right away and put into field training before the Christmas season arrives. The Chief stated he will be hiring one to fill the current vacancy, which is already in the force level, and is requesting to hire another which will increase the force level from 43 to 44.

Chief stated currently there are four officers serving in the military.

Discussed the funding for an additional officer in next year's budget. Chief stated that perhaps another staffing study could be performed in the next year and that the Police Department could carry this one additional staff through the end of the fiscal year or when the next officer leaves the Department, the force level would be reduced back to 43.

The Mayor stated that the City is not interested in increasing the Department, but the force level numbers determines how many staff may be hired. Therefore, the City cannot hire a person to enter training unless the force level is increased this year.

Discussed that between two to four officers could be leaving the Department next year. Considerable savings will occur from consolidation, among other ways, per the Chief.

The Chief stated between now and mid-year they could perform an internal analysis and if not satisfied, could then have an outside study performed. The previous study took three months, but was more detailed since they were analyzing dispatch.

The Mayor stated that the force level should be increased to enable the Department to hire an officer and to review the budget in October and to see if the study is merited at that time for the Chief to have accomplished before the new year and set the force levels for 2017.

Motion and second to forward a Resolution to City Council recommending that the Police Department's force level be increased from 43 to 44 sworn officers to be reviewed at next year's force level meeting by Aldermen Lowry/Baeske. The motion carried by voice vote and was unanimous.

Discussed that the Police Department is the only department in the City where training occurs and that the City's fiscal calendar possibility doesn't coincide with the academy's calendar year. The Chief stated that also to be considered is the testing cycle. Fairview Heights Police Department belongs to a consortium of other police departments. The Department has to consider when the testing occurs, when the testing results are received, when background and interviews with the Board are complete, and then enroll the candidate into the academy. Currently, the academy is scheduled three times per year at SWIC, however, as of January 1, the number of hours for the basic academy are increasing by 160 hours from 400 to 560 hours. Therefore, SWIC will probably cut back to two academies per year. All of the above criteria comes into effect for consideration. Discussed that if this is the case, the Police Department's force level may have to be reviewed at a different time from the rest of the City's departments. Discussed that the City usually reviews the force level in January which is the beginning of another training session. The Chief stated that the sessions usually begin in January and August. It was stated that January is when the force levels are reviewed.

Concluded that the Chief will perform an internal analysis of the Police Department's staff.

Public Services Committee

Alderman Dennis Baricevic, Chairman

FOX CREEK STORM SEWER – JOHNSON FENCE

In attendance were residents of the Fox Creek Subdivision whose fence was removed for construction of the new relief storm sewer. The plans indicated 98 feet of fence to be removed and reinstalled as necessary. However, the fence was in poor condition and difficult to dismantle. Entire fence replacement is approximately 300 feet of fencing. The estimate to replace 98 feet of fence is \$5,000 with the estimate to replace the entire fence at \$13,500. No grading is necessary and prices include material and labor. The Director will solicit bids for replacement of the same type fence.

These residents, along with their neighbor, have endured the brunt of the flooding and installation of the of the relief storm sewer. The resident stated that the new relief storm sewer appears to be working, however, there has not been a substantial rain. Regarding the fencing, the resident relayed that due to the flooding, the posts of the fence have rotted at the base. Staff confirmed that when Northwestern Avenue backed up, it flooded the backyard and added to the deterioration of the fence. The Director stated there is money in the budget to replace the fence.

Discussed the possibility of installing new fence where the fence was removed for construction and power washing and staining the remainder of the fence for the entire fence to be one color. Staff relayed that after power washing, believes it would be a year before staining.

The existing fence is made of cedar and is between four and ten years old. The Mayor requested that the Council replace the entire fence since there is money to do so. Also, the residents have dealt with flooding issues in their basement and believes it is the right thing to do. Staff relayed that this residence is the only one where fence was removed and needs to be replaced which was necessitated to complete the work.

Motion and second for staff to solicit quotes to replace the resident's fence, in its entirety, not to exceed \$13,500 by Aldermen Williams/Baeske. The motion carried by voice vote and was unanimous.

COMMERCIAL ENERGY CONSULTANTS

The Director introduced Mr. Mike Grimes, Commercial Energy Consultants (CEC), and explained that the City will need to solicit quotes for aggregate energy to become effective in October. The previous City Administrator had solicited quotes for the past two years.

Mr. Grimes stated he has reviewed the City's bills. Currently, the City has a supplier which is similar to a utility which offers a fixed account. He stated that in October the City will need to look at competitive suppliers, which there are 41 suppliers. He stated that CEC has contracts with all 41 suppliers and they perform a reverse auction. This method forces the current supplier to compete with all the other suppliers. They have 3800 customers.

Mr. Grimes stated that the City's current supplier does not utilize Ameren statements and causes budgetary problems.

Mr. Grimes believes the City needs a competitive supplier that will utilize Ameren statements and CEC will make certain that they will receive the lowest bid from the 41 suppliers.

The first step is for the City to sign a Letter of Engagement with CEC enabling them to assist the Director. CEC is paid by the supplier the City selects. One-tenth of a cent per kWh is paid by the supplier to CEC. CEC's services goes beyond the auction phase to obtain a supplier by answering questions and assisting the City in the future.

The Mayor stated CEC's fees associated with this service will not be paid by the City.

The Director stated that the City will need to forward a letter to MidAmerican Energy before September 29 stating that the City will not be renewing their services.

Motion and second to allow staff to proceed with their and Counsel's review of Commercial Energy Consultants' Engagement Letter and to forward a Resolution to City Council by Aldermen Lowry/Zimmerman. The motion carried by voice vote and was unanimous.

CITY HALL NORTH WING – TUCKPOINTING

Bids were received August 2 at 2:00 p.m. for the tuckpointing portion of the City Hall North Wing Roof project. Bid results were distributed to Committee and Council. Two bids were received with James G. Staat Tuckpointing, St. Louis, Mo., being low with a bid of \$247,540.00 and with an alternate bid of \$21,840.00. The alternate consists of tuckpointing around the northwestern portion of City Hall (above the Land Use Department) from the parapet down to the windows. The roof was previously replaced in this area, but tuckpointing was not done. The base bid is to tuckpoint the north wing of City Hall. Twenty percent of the brick was replaced on the main part of City Hall and approximately thirty-five percent will need to be replaced on the north wing. The Director stated that Staat performed the tuckpointing on the main part of City Hall and highly recommends awarding the base bid and alternate of the project to James G. Staat, which are both in the budget. The bid is close to the estimate.

Motion and second to forward a Resolution to City Council recommending the Mayor on behalf of the City enter into an Agreement with James G. Staat Tuckpointing, Inc. to provide labor, materials, and equipment for the base bid amount of \$247,530 for tuckpointing the north wing of City Hall and the Alternate No. 1 amount of \$21,840 for tuckpointing the northwestern portion of City Hall by Lowry/Baeske. The motion carried by voice vote and was unanimous.

89th STREET – CONSTRUCTION/ENGINEERING BREAKDOWN

The Director stated that this project resides on the CIP Priority List as a joint project with the Village of Caseyville.

The Director stated that in reviewing property frontages of Fairview Heights and the Village of Caseyville, the west side of 89th Street is entirely the Village of Caseyville, however, there is a significant amount of Fairview Heights' residents that front 89th Street. The Director has determined that the City's residents front 36 percent and the Village's residents front 64 percent of the street.

The Director applied those percentages to the estimated \$292,072.50 for construction and engineering costs to determine the funding necessary by the City and Village. The funding for the City of Fairview Heights is \$105,146.10 and for the Village of Caseyville is \$186,926.40. The City has budgeted \$100,000 for this project and recommends not going over budget.

Construction consists of patching, milling, asphalt overlay, and constructing a retaining wall from Harvey Lane to a driveway to the north of Harvey Lane. The contractor is Rooter's Construction.

The Mayor stated that 89th Street does not belong to the City, however, the City's residents are serviced by the street. The Village of Caseyville has a TIF that is nearing expiration and will need to perform the work.

Discussed that originally this street was the old Route 157 and questioned if the State does not have responsibility to which the reply was they do not.

Staff is to discuss with the Village future plans of 89th Street.

The Mayor stated that a motion is needed to pursue an intergovernmental agreement with the Village of Caseyville to identify the funding participation and define future maintenance.

Motion and second to allow staff to pursue an agreement with the Village of Caseyville for the funding of construction, not to exceed \$100,000, and identify future maintenance of 89th Street by Aldermen Lowry/Williams. Discussion: The agreement will be forwarded to Counsel for review and be brought back to Committee for review and approval. The motion carried by voice vote and was unanimous.

PUBLIC WORKS DIRECTOR'S REPORT – PROJECT UPDATES

Director gave a brief report concerning the Street Division of Public Works stating that if Aldermen receive calls from constituents, more than normal, the street crew has been very busy. Bulk trash pick-up utilized one week and storm debris pick-up took a significant amount of time.

Bulk trash essentially takes approximately 320 manhours per pick-up and occurs in March, July, and November. The City's cost is approximately \$37,000 per pick-up which includes labor and equipment.

Storm debris pick-up from July utilized 520 manhours which cost the City approximately \$45,000 which includes labor and equipment.

The Director stated that the costs are a concern, but also to be considered is what is not being accomplished in the City and delaying projects, i.e., Stonewolf, Brittany, and Stonewolf concrete replacement, Willow Drive project, Sycamore storm sewer. The Street Division has poured only about four or five yards of concrete this fiscal year.

Director of Public Works presented his written report to the elected officials for their review.

The following items were discussed:

- Lincoln Trail Sidewalks – This project is essentially finished. Waiting to seed and straw. Mayer will be hydroseeding, which is a water/mulch/seed mix, but will be waiting until September to perform seeding.
- Joseph Drive – This project is essentially finished. Waiting for appropriate growing season to install the sod.
- Fox Creek Storm Water Improvements – Haier Plumbing returned to the site last Friday to start the curb and gutter replacement work and finished today. There is a small amount of asphalt work to complete at the Northwestern Drive area. Waiting on dry conditions to prevail for Haier to move to the detention basin work which will take a week to ten days to complete. Director hopes this work to be accomplished in late August which precedes the appropriate seeding season.

The City's staff has worked at the Villanova Court detention basin redirecting a ditch to enter into an appropriate area in the basin. This area needs to be seeded.

- Perrin Road Phase II – O'Fallon Water moved the waterline this day at Perrin and Enos. The Director believes the contractor will start in a week to ten days. The City is working on easement acquisition for the pipe installation which will run from Traubel east toward Old Collinsville Road which may require right-of-way dedication. The Director will continue to research and discuss with the City Attorney. This item will be on the Administration Committee Meeting Agenda scheduled for next Wednesday.
- Kassing Avenue – The Kilian Corporation is executing the contract and obtaining their bonds for the project. Anticipate a start of project late next week. A preconstruction meeting will be held Friday or Monday. Project completion should be early October and within the seeding season.

Additional discussion regarding Lincoln Trail sidewalks. The Director will contact the contractor regarding the significant ponding of water in the curb line in front of America's Best Eyeglasses. The Director stated he believes that water should be moving toward the west. The Director will review.

Discussed the Fox Creek Park Sidewalk project which was in conjunction with the William F. Holliday School District. The sidewalk was poured last week, but needs to be backfilled and seeded.

Discussed the Old Caseyville Road project and complaints received regarding weeds growing where it was seeded. The Director stated this is a problem. On the Kassing Avenue project, four inches of soil will be removed and replaced with four inches of topsoil where yards are being disturbed. If this works, this will be part of every contract.

Discussed, as in previous meetings, a type of contractor guarantee upon project completion for a certain amount of time, curtailing the amount of time and money the City expends for repair of concrete/asphalt. The Director stated this could be written as a Special Provision in the project's specifications.

Discussed that this year, the City utilized aggregate in lieu of slag when oiling and chipping the City's street due to the closing of Granite City Steel.

Adjournment 8:01 p.m.

Submitted By:

Recorder



Millennia Professional Services of Illinois, Ltd.

11 Executive Drive, Suite 12 · Fairview Heights, Illinois 62221 · (Office) 618.624.8610 · (Fax) 618.624.8611

August 24, 2016

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

Subject: Engineering and Surveying Proposal for Flood Mitigation Study and Design for the Flooding of Homes and Lots on the South Side of Hollandia Drive – Fairview Heights, Illinois

Dear Mr. Harty:

Thank you for your requesting this proposal from Millennia Professional Services. Based on our recent meeting, information you provided, and our knowledge of the watershed and downstream conditions based on previous projects, we propose to provide the following professional services for the Hollandia Drainage Improvement Project:

1. Boundary and Topographic Survey

Perform a topographic survey and partial boundary survey in the vicinity of the drainage path and areas subject to flooding from the upstream end of Jubaka Lake through the lots just east of Windmill Court and south of Hollandia Drive to just west of and downstream of Illinois Route 159. We will include all existing and visible above-ground features within the survey limits, including building first floor elevations, drainage structures, trees, and visible utilities; and it will be based on FEMA datum. This includes establishing adjacent lot boundary information as necessary to develop proposed drainage easements. This also includes surveying the Jubaka Lake Outlet Structure.

2. Existing Conditions Hydrologic/Hydraulic Modeling

Perform a hydrologic analysis to determine the peak flows through the drainage way for the 2-year, 10-year, 25-year, 50-year, and 100-year frequency storms. Perform a hydraulic analysis of the existing conditions adequate to determine flood elevations along points of the drainage way described above for the peak flows for the 2-year, 10-year, 25-year, 50-year, and 100-year frequency storms. This analysis will include the Jubaka Lake flood elevations as a starting point. This does not include analysis of the tail water from Lake Lawrence.

3. Proposed Conditions Hydraulic Modeling

Perform a hydraulic analysis of proposed conditions for two improvement scenarios for the peak flows for the 2-year, 10-year, 25-year, 50-year, and 100-year frequency storms. This analysis will include the Jubaka Lake flood elevations as a starting point. This does not include analysis of the tail water from Lake Lawrence.

4. **Schematic Design of Improvement Scenarios**
 Perform a schematic design of the two improvement scenarios modeled in Item 3 above. This includes the sizing and general location of drainage structures, and a preliminary grading plan of any necessary grading to implement the two improvement scenarios. This does not include a complete set of improvement plans or specifications for use as construction documents.
5. **Preliminary Cost Estimate**
 Prepare a preliminary Cost Estimate of the two Improvement Scenarios.
6. **Written Report**
 Prepare a Written Report summarizing the findings of scope Items 1-5 listed above.
7. **Improvement Plans and Specifications**
 Prepare final detailed construction plans for the drainage improvements of the selected improvement option including the plan, profile, and details of any proposed drainage improvements including storm sewers and/or culverts, grading, and erosion control features.
8. **Bid Documents and Bidding**
 Prepare bid documents and assist the City through the bidding process. This includes calculating project quantities, preparing bid documents and special provisions, attending a pre-bid meeting, answering bidder's questions, and reviewing bids.

Millennia Professional Services proposes to provide the above-described services for the lump-sum fees listed below. Millennia Professional Services will invoice the client monthly or less frequently based on the percentage complete, and payment will be due within 30 days of the invoice date.

ITEMIZED FEE SCHEDULE

Item	(Itemized from Above-Listed Items)	Fee (\$)
1.	Boundary and Topographic Survey	\$ 7,700
2.	Existing Conditions Modeling	\$ 6,200
3.	Proposed Conditions Modeling	\$ 6,200
4.	Schematic Designs	\$ 7,700
5.	Preliminary Cost Estimates	\$ 1,700
6.	Written Report	\$ 3,600
7.	Improvement Plans and Specifications	\$19,500
8.	Bid Documents and Bidding	\$ 5,900
Total		\$58,500

The above-described services do not include roadway improvements, pump station analysis or design, hazardous waste or asbestos remediation or permitting, construction observation, or construction staking.

There will be no additional charges for computer time, word processing, mileage, or printing for agency submittals or client copies. These fees do not include permit application and submittal fees, or printing costs for bidding. We will provide additional services that we are accustomed to performing at your request on an hourly basis as per the attached Hourly Rate Schedule. Hourly rates may be increased by Millennia Professional Services on January 1 of each succeeding year.

Payment of any invoice by the Client to the Consultant (Millennia Professional Services) shall be taken to mean that the Client is satisfied with the Consultant's services to the date of payment and is not aware of any deficiencies in those services.

Neither the professional activities of the Consultant, nor the presence of the Consultant or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, the Consultant and the Consultant's subconsultants shall be indemnified by the General Contractor and shall be made additional insured under the General Contractor's policies of general liability insurance.

The Consultant shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of the Consultant, increase the Consultant's contractual or legal obligations or risks, or adversely affect the availability or cost of its professional or general liability insurance.

Thank you for the opportunity to submit this proposal. This proposal is valid if accepted within 60 days. If this proposal is acceptable, please sign an original for record keeping and return one signed copy to our office.

We appreciate this opportunity to be of service to you and would be pleased to discuss any aspect of this letter with you at your convenience.

Sincerely,

Millennia Professional Services of Illinois, Ltd.



Gary R. Hoelscher, P.E., CFM
Director

GRH:grh
Attachment

Accepted by:

Client Name (Please Print)

Date: _____

Signature, Title

**METRO EAST OFFICE
BILLING RATE SCHEDULE
(Rates Effective January 1, 2016)**

Description	2016 Hourly Rate
Senior Project Manager	\$182.00
Project Manager	\$143.00
Engineer III	\$109.00
Engineer II	\$ 90.00
Engineer I	\$ 80.00
Survey Project Manager	\$124.00
Technician V	\$138.00
Technician IV	\$106.00
Technician III	\$ 88.00
Technician II	\$ 73.00
Technician I	\$ 59.00
Two-Man Survey Crew	\$148.00
One-Man GPS/Robotics	\$128.00
Administrative Assistant II	\$ 74.00
Administrative Assistant I	\$ 52.00
Vehicle per Mile	\$ 0.54
Vehicle per Day	\$ 65.00

Hourly Rates may be subject to annual adjustments.

Memo

To: Elected Officials
From: John Harty-Director of Public Works 
CC: City Administrator, Directors
Date: August 8, 2016
Re: Perrin Road Phase II – Storm Sewer Easement

As part of the Perrin Road Phase II project approximately 620 feet of storm sewer is proposed to connect drainage from the Traubel Drive vicinity with the Perrin Road system. In order to install and maintain the new storm sewer the Department has requested Permanent Easement from Kathleen H. and Donald R. Feher, Trustees. The Easement requested is 619.71 feet in length and 25 feet wide for a total of 15,492 square feet. Mr. Feher is not opposed to providing the Easement as the water which currently flows through ditches over his property will be conveyed through pipe.

Recently, Mr. Feher has approached me and expressed interest in dedicating approximately 230 feet by 30 feet of his property which will result in the extension of Durley Road to Feher Lane. The Durley Road is not to be improved with the Perrin Road Phase II project but rather remain an oil and chip surface to which Mr. Feher agreed. The proposed right-of-way dedication is likely to be a provision associated with the potential granting of Permanent Easement.

The additional responsibilities absorbed by the proposed dedication are essentially snow plowing and road oiling. The additional footage of Durley Road would be oiled every three years at a cost of approximately \$900.00. Other costs associated with the dedication include the survey, right-of-way plat, and recording of such for an estimated \$1,000.00. The Department is of the opinion that the costs and additional responsibilities associated with the right-of-way dedication are not significant enough to offset the importance of the proposed storm sewer and the need for Permanent Easement.

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



CITY OF FAIRVIEW HEIGHTS

10025 Bunkum Road ♦ Fairview Heights, Illinois 62208 ♦ Phone: (618) 489-2000 ♦ www.cofh.org

July 26, 2016

Kathleen H. and Donald R. Feher, Trustees
112 Oulvey
Fairview Heights, Illinois 62208

Re: Permanent Easement for
Parcel No. 03-34.0-200-043

Dear Property Owners:

The City of Fairview Heights is in the process of reconstructing Perrin Road from Enos Drive to Clinton Road and our records show that you own property adjoining the right-of-way.

Through the engineering phase of the project, it was determined that a section of your property, 15,491 square feet on the south edge, is needed for sewer line installation. Therefore, the City requests a Permanent Easement be granted which allows the sewer to be installed and maintained in the future.

Enclosed you will find a drawing indicating the required section of your property. After your review of the Permanent Easement, please contact me to schedule an appointment to discuss this matter and answer any questions you may have. At that time, you will have the opportunity to sign the enclosed Permanent Easement and have the document notarized at the City's Clerk's Office. City Hall hours are 8:30 a.m. through 5:00 p.m., Monday through Friday.

The City thanks you in advance for your patience and cooperation as we take the needed steps to improve Perrin Road.

Please contact me to schedule an appointment at the Public Works office at 618/489-2020. In the interim, should you have any questions please contact me at the above phone number.

Sincerely,

John S. Harty
Director of Public Works

JSH/jmh

Enclosures

cc: Chris Volkman, P.E., City Engineer

Rat: City of Fairview Hts
Karen J. Kadhoid
10025 Bunkum rd,
Fairview Hts, IL 62208



A02506478
MICHAEL T. COSTELLO
RECORDER OF DEEDS
ST. CLAIR COUNTY
BELLEVILLE, IL
08/19/2016 03:13:52PM
TOTAL FEE: \$29.25
PAGES: 4

Owners: Kathleen H. and Donald R. Feher, Trustees
Perrin Road Phase II Reconstruction
County St. Clair
PIN 03-34.0-200-043

"Exempt under 35 ILCS 200/31-45(b) E
Real Estate Transfer Tax Law."

8/19/16 *Catherine Bryant*
Date Buyer, Seller or Representative

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Kathleen H. and Donald R. Feher, of the City of Fairview Heights, County of St. Clair, and State of Illinois, Grantors, hereby covenant and agree with the City of Fairview Heights, County of St. Clair, and State of Illinois, Grantee, as follows:

The Grantors hereby represents they are the owners in fee simple of the tract of land situated in the County of St. Clair and State of Illinois, and described as follows (hereinafter "Grantors' land"), to-wit:

217
A Permanent Sewer Easement being part of Lot 2 of the Northeast Quarter of Section 34, Township 2 North, Range 8 West of the Third Principal Meridian in the City of Fairview Heights, St Clair County, Illinois, reference being had to the Book of Plats "A", page 403 thereof being recorded in the St. Clair County Recorder's Office being more particularly described as follows:

Commencing at the southwest corner of Lot 2, record being had in the Book of Plats "A" page 403 in the St. Clair Recorder's Office; thence North 00 degrees 18 Minutes 25 Seconds West along the west line of said Lot 2 a distance of 89.1 feet to the Point of Beginning of the Permanent Sewer Easement herein described; thence North 00 Degrees 18 Minutes 25 Seconds West along said West line of Lot 2 a distance of 25.00 Feet to a point; thence South 89 Degrees 29 Minutes 30 Seconds East a distance of 619.71 feet to a point on the west line of a 16 foot wide alley, said point 40 feet north of the westerly extension of the south line of Durley Drive (30'w) as shown on the Plat of "J. Nick Perrin's Second Addition" Subdivision record being had in the Book of Plats "T" on page 24 in said Recorder's Office; thence South 00 Degrees 00 Minutes 25 Seconds West along said west line of the 16 foot wide alley, a distance of 25 feet; thence North 89 Degrees 29 Minutes 30 Seconds West a distance of 619.57 feet to the Point of Beginning.

Said tract of land containing 15,491 square feet or 0.36 Acres more or less

The Grantors hereby grant, bargain, sell, and convey to Grantee, its contractors, subcontractors, successors and assigns, for and in consideration of the sum of ONE Dollars (\$ 1.00) paid to Grantors by the Grantee, or on behalf of said party, and the receipt of which is hereby acknowledged, a right-of-way and easement for the purpose of laying, maintaining, and operating pipelines and any other equipment necessary to be used for transporting any and all substances capable of being transported through the pipelines and other equipment, for the purposes of improving drainage. The right-of-way and easement will be 6.41 and 7.52 feet in width on and through the Grantors' land.

Accompanying this right is the further right in Grantee, its contractors, subcontractors, successors and assigns, to enter and depart over and on, from the date of execution of this Permanent Easement and at any time in the future, that portion of Grantors' land necessary to affect the purposes of the easement, described as follows:

A Permanent Sewer Easement being part of Lot 2 of the Northeast Quarter of Section 34, Township 2 North, Range 8 West of the Third Principal Meridian in the City of Fairview Heights, St Clair County, Illinois, reference being had to the Book of Plats "A", page 403 thereof being recorded in the St. Clair County Recorder's Office being more particularly described as follows:

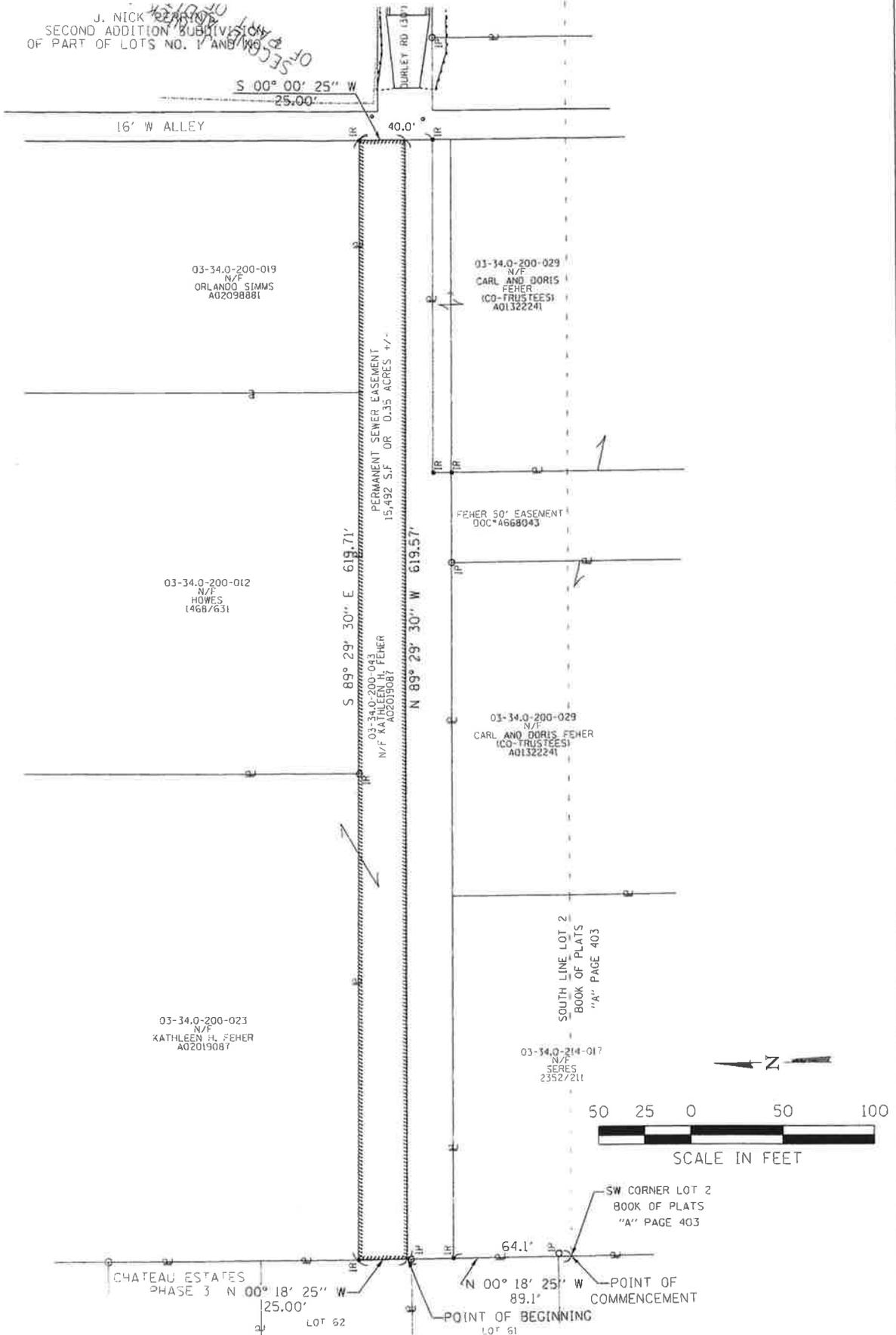
Commencing at the southwest corner of Lot 2, record being had in the Book of Plats "A" page 403 in the St. Clair Recorder's Office; thence North 00 degrees 18 Minutes 25 Seconds West along the west line of said Lot 2 a distance of 89.1 feet to the Point of Beginning of the Permanent Sewer Easement herein described; thence North 00 Degrees 18 Minutes 25 Seconds West along said West line of Lot 2 a distance of 25.00 Feet to a point; thence South 89 Degrees 29 Minutes 30 Seconds East a distance of 619.71 feet to a point on the west line of a 16 foot wide alley, said point 40 feet north of the westerly extension of the south line of Durley Drive (30'w) as shown on the Plat of "J. Nick Perrin's Second Addition" Subdivision record being had in the Book of Plats "T" on page 24 in said Recorder's Office; thence South 00 Degrees 00 Minutes 25 Seconds West along said west line of the 16 foot wide alley, a distance of 25 feet; thence North 89 Degrees 29 Minutes 30 Seconds West a distance of 619.57 feet to the Point of Beginning.

Said tract of land containing 15,491 square feet or 0.36 Acres more or less

The said Grantors hereby further agree, for and in consideration of the sum hereinabove named, without limiting the interest above granted and conveyed, and do hereby acknowledge that upon payment of the agreed consideration, all claims arising out of the above acquisition caused by the opening, improving and using the above-described premises for the purposes stated herein.

SEWER EASEMENT
 PART OF THE NORTHEAST QUARTER OF
 SECTION 34, TOWNSHIP 2 NORTH, RANGE 8 WEST,
 CITY OF FAIRVIEW HEIGHTS, ST CLAIR COUNTY, ILLINOIS

J. NICK (228117)
 SECOND ADDITION SUBDIVISION
 OF PART OF LOTS NO. 1 AND 10
 OF SECTION 34



INDEXED



INVOICE

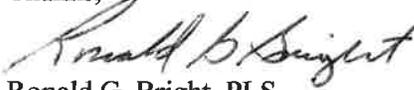
August 22, 2016
Mr. John Harty
City of Fairview Heights
10025 Bunkum Road
Fairview Heights, IL 62208

RE: New R-O-W Plat
Durley Drive Extension
Fairview Heights, Illinois
RGB Proposal No. FVH 16-05

Partial Boundary Survey of Durley Drive and a 16' alley in order to create a Plat for the City of Fairview Heights to take additional R-O-W on Durley Drive.

FEE: **\$ 750.00**

Thanks,


Ronald G. Bright, PLS
President

Amount received	<u>8/22/16</u>
Quantity verified	_____
Price verified	_____
Extensions checked	_____
Purchase Order No.	<u>68974</u>
Payment approved	_____

001-170-5-202.00



105 E. Adams St. O'Fallon, IL 62269

Cell. 618.741.3931 PH./Fax. 618.624.9034 Email. rgb_surveying@charter.net

RESOLUTION NO. 3354-2007

**A RESOLUTION ADOPTING AN OFFICIAL LOGO FOR
THE CITY OF FAIRVIEW HEIGHTS, ILLINOIS AND
REPEALING RESOLUTION NO. 768-'80.**

WHEREAS, the City of Fairview Heights, Illinois has an official symbol which no longer serves the purpose of governmental operations; and,

WHEREAS, the City of Fairview Heights, Illinois, is desirous of having a new symbol to represent the City governmental operations; and,

WHEREAS, the City Council adopted by motion on November 16, 1971, the City colors of blue and gold;

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

SECTION 1. REPEAL. Resolution No. 768-'80, adopting an official logo for the City of Fairview Heights, is hereby repealed.

SECTION 2. ADOPTION. There is hereby adopted the symbol and design depicted in Exhibit "A" attached hereto and made a part hereof as the official logo for the City of Fairview Heights, Illinois.

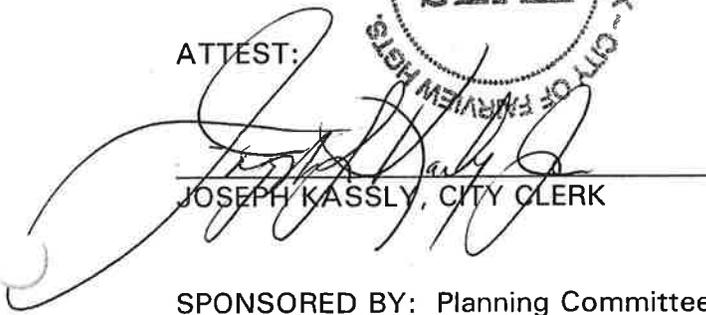
SECTION 3. PASSAGE. This Resolution shall remain in full force and effect from and after its passage and approval as provided by law.

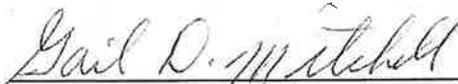
PASSED: **November 6, 2007**

APPROVED: November 7, 2007



ATTEST:


JOSEPH KASSLY, CITY CLERK



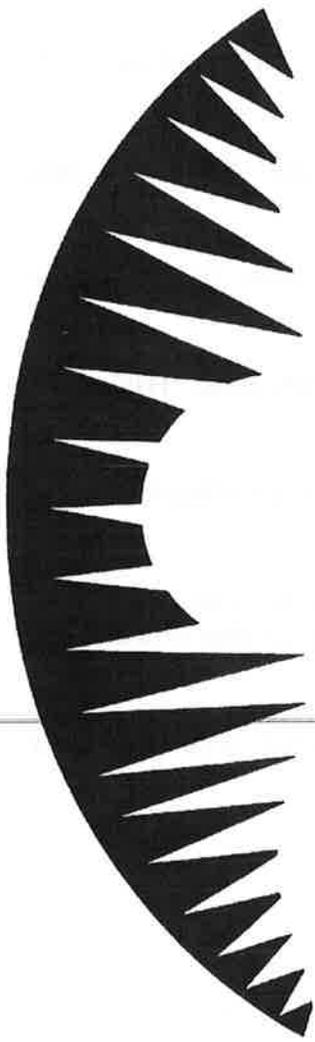
GAIL D. MITCHELL, MAYOR
CITY OF FAIRVIEW HEIGHTS

ROLL CALL ON ALDERMEN VOTING "YEA"

BONNIE CROSSLEY
PAT BAESKE
LINDA ARNOLD
ROGER LOWRY
GIL KLEIN

NORMAN MILLER
LINDA HOPPE
CAROL WARNER
SCOTT RICH
WARREN BAKER, JR.

SPONSORED BY: Planning Committee



**FAIRVIEW
HEIGHTS**

Crossroads of Prosperity

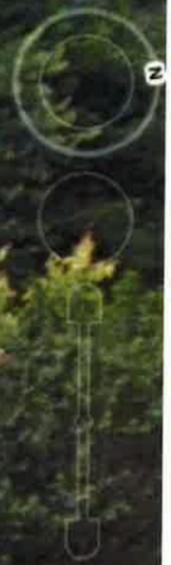


**FAIRVIEW
HEIGHTS**
Custodian of Prosperity

Judy Ln



Exit Street View



[Report a problem](#)

© 2016 Google
© 2016 Google



38°35'20.14" N 89°58'48.20" W elev 583 ft eye alt 594 ft



**Illinois Department
of Transportation**

**Local Public Agency Agreement
for Federal Participation**

Local Public Agency City of Fairview Heights	State Contract	Day Labor	Local Contract XXX	RR Force Account
Section 12-00038-01-TL	Fund Type CMAQ		ITEP, SRTS, or HSIP Number(s)	

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
		P-98-303-16	CMM-5011(489)		

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA", and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LPA, approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

Location

Local Name Union Hill Road Route FAU 9167 Length 0.01
 Termini At intersection with Longacre Drive

Current Jurisdiction City of Fairview Heights TIP Number 5234-11 Existing Structure No _____

Project Description

Preliminary engineering associated with the traffic signal installation of traffic signals and other incidental work for the subject project.

Division of Cost

Type of Work	CMAQ	%	%	LPA	%	Total
Participating Construction		()	()		()	
Non-Participating Construction		()	()		()	
Preliminary Engineering	28,300	(*)	()	7,075	(BAL)	35,375
Construction Engineering		()	()		()	
Right of Way		()	()		()	
Railroads		()	()		()	
Utilities		()	()		()	
Materials		()	()		()	
TOTAL	\$ 28,300			\$ 7,075		\$ 35,375

* 80% Not To Exceed \$28,300.00 CMAQ Funds

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

Local Public Agency Appropriation

By execution of this Agreement, the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum (**required for State-let contracts only**)

Method of Financing (State Contract Work Only)

METHOD A---Lump Sum (80% of LPA Obligation) _____
 METHOD B--- _____ Monthly Payments of _____ due by the _____ of each successive month.
 METHOD C---LPA's Share _____ divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Agreement Provisions

THE LPA AGREES:

- (1) To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, and the **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and the **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after final project close-out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LPA** agrees to cooperate fully with any audit conducted by the Auditor General and the **STATE**; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the **LPA**'s estimated obligation incurred under this Agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA**'s obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LPA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LPA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to **LPA** on this or any other contract. The **STATE**, at its sole option, upon notice to the **LPA**, may place the debt into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.
- (11) (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The **LPA** is responsible for the payment of the railroad related expenses in accordance with the **LPA**/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates shall be in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LPA's** certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - (c) The **LPA** shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) To complete this phase of the project within three (3) years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (23) To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months.
- To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- (24) The **LPA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, and personnel and direct cost summaries and other documentation supporting the requested reimbursement amount (Form BLRS 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.

The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of this phase of the improvement or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) The **LPA** shall provide the final report to the appropriate **STATE** district within twelve months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- (26) (Single Audit Requirements) That if the **LPA** expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. **LPAs** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

Federal funds utilized for construction activities on projects let and awarded by the **STATE** (denoted by an "X" in the State Contract field at the top of page 1) are not included in a **LPA's** calculation of federal funds expended by the **LPA** for Single Audit purposes.

- (27) That the **LPA** is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/portal/public/SAM/#1>.

The **LPA** is also required to obtain a Dun & Bradstreet (D&B) D-U-N-S Number. This is a unique nine digit number required to identify subrecipients of federal funding. A D-U-N-S number can be obtained at the following website: <http://fedgov.dnb.com/webform>.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the **LPA** to proceed with the construction of the improvement when Agreed Unit Prices are approved, and to reimburse the **LPA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) For agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the **LPA** for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **LPA**;
 - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for

enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved LPA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.

- (5) In cases where the STATE is reimbursing the LPA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1- Location Map

(Insert Addendum numbers and titles as applicable)

The LPA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all Addenda indicated above.

APPROVED

Local Public Agency

Mark T. Kupsky

Name of Official (Print or Type Name)

Mayor

Title (County Board Chairperson/Mayor/Village President/etc.)

(Signature)

Date

The above signature certifies the agency's TIN number is 37-0918589 conducting business as a Governmental Entity.

DUNS Number 02-037-4427

APPROVED

State of Illinois
Department of Transportation

Randall S. Blankenhorn, Secretary

Date

By:

Aaron A. Weatherholt, Deputy Director of Highways

Date

Omer Osman, Director of Highways/Chief Engineer

Date

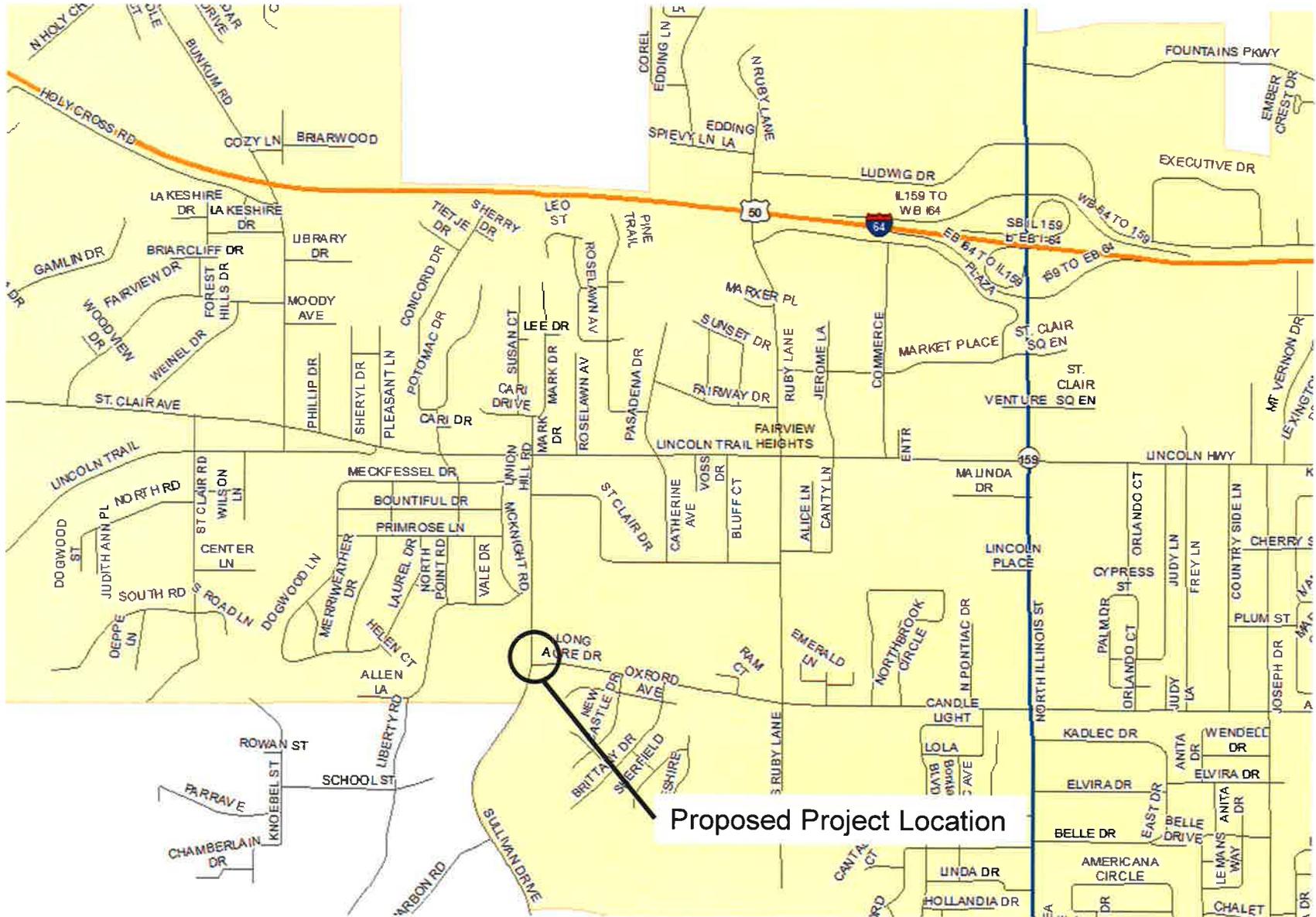
William M. Barnes, Chief Counsel

Date

Jeff Heck, Chief Fiscal Officer (CFO)

Date

NOTE: If the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.



Proposed Project Location

City of Fairview Heights
 Sec. 12-00038-01-TL
 Addendum #1 – Location Map

Memo

To: Elected Officials
From: John Harty-Director of Public Works 
CC: Directors
Date: September 2, 2016
Re: Public Services Committee Agenda Overview

Hollandia Storm Sewer – Engineering Contract
(Agenda Item 1)

Millennia Professional Services of Illinois, Ltd. has provided the City a scope of services and proposal for the flood mitigation study and design work for the improvements associated with the Hollandia Drive flooding situation. The reported fee (see attached proposal) of \$58,500.00 represents fair and equitable compensation for the scope described.

The Department recommends entering into contract with Millennia for the improvements to the Hollandia Drive south side lots flooding problem so that design can take place this budget year and work on a solution the following.

Durley Road – R.O.W. Dedication Plat
(Agenda Item 2)

As discussed in the August Administration Committee a right-of-way survey was completed at the Don Feher property in order for the City to accept an additional 235 feet of Durley Road. The dedication was agreed to be necessary as a provision to the Permanent Easement, executed and attached, associated with the Perrin Road Phase II storm sewer improvements. (Please see attached.)

The Durley Road dedication is in need of an Ordinance and is requested to be forwarded to City Council for action as such.

City Logo – Vehicle Update
(Agenda Item 3)

This agenda item is associated with the current City logo which is proposed to be installed on City vehicles. The current City logo which is represented on letterhead and business cards, and driven by Resolution No. 3354-2007, will be placed on City vehicles as they become new to the current fleet.



Cypress Drive – R.O.W. Vacation
(Agenda Item 4)

Working with the Land Use and Development Department, it has been brought to my attention that there is some interest from residents who live adjacent to the Cypress Drive right-of-way, between Orlando Court and Judy Lane, in acquiring the current right-of-way as additional property. If interested, and in an effort to facilitate the request, the City would need to vacate that portion of right-of-way.

The residents would need to provide the City with statements of interest from all associated parties involved and cause to occur a right-of-way survey and subsequent vacation plat at their cost.

The Public Works Department does not see a need for the City to continue to hold ownership on this particular piece of property as improvements between Orlando and Judy are unlikely but current utilities that reside in the right-of-way would need to acquire easement. Future maintenance responsibilities would then fall on the residents.

St. Clair Avenue Sidewalks – Request to Solicit Bids
(Agenda Item 5)

The Department requests Aldermanic permission to solicit bids for the partially CDBG funded St. Clair Avenue Sidewalks project. My intent is to advertise for bids on September 11.

Union Hill/Longacre Signals – Federal Funding Agreement Engineering (Agenda Item 7)

The Illinois Department of Transportation District 8 Local Roads provided this Department the Local Public Agency Agreement for Federal Participation associated with the funding for the Union Hill/Longacre Signals engineering.

The Agreement reflects the Congestion Mitigation Air Quality grant funding responsibility of \$28,300.00 of the \$35,575.00 engineering cost provided by Horner and Shifrin for the intersection design.

Public Works Director's Report - Project Updates (Agenda Item 5)

Fox Creek Storm Water Improvements – The work associated with the additional relief storm sewer in the Northwestern Drive vicinity is substantially complete. The area was seeded and mulched a couple of weeks ago and the asphalt patching work completed earlier this week. It was the intent of the contractor to move to the detention work subsequent to the Northwestern Drive clean up, however, wet weather conditions have caused a delay in that effort. As soon as the weather cooperates, Haier Plumbing will continue on the basin part of the project.

In regards to the Villanova Court issues, the City's street crew efforts have resulted, thus far, in positive feedback from the residents. The storm water that formerly ran through the rear yard sections of Villanova has been redirected through a berm/ditch system into the existing detention basin. There is some basin regrading work to occur along with seed and mulch efforts.

Perrin Road Phase II – Kassing Avenue – Both Kassing Avenue and Perrin Road Phase II are scheduled to start on September 6, the day after Labor Day. Resident notification letters with a brief narrative describing the construction activities have been distributed.

Kassing Avenue is forecasted to be substantially complete by the middle of October with Perrin Road Phase II anticipated in late November or early December.

Municipal Complex Improvements – The City Hall North Wing tuckpointing project started on Monday, August 29. James G. Staat, Inc. is utilizing a crew of four tradesmen and two man lifts to attack the work. The tuckpointing is scheduled for a November 1 completion date. The roof associated with the City Hall North Wing is to go out for bid on Sunday, September 11, start in early November, and be substantially complete by December.

The Library Roof project is slated to begin during the week of Labor Day and estimated to take approximately two weeks to complete. From there, Martin Roofing will move to City Hall and begin replacement of the roof over the main portion of the building. This work is expected to last into late October or so.

89th Street – An intergovernmental agreement identifying the funding and maintenance responsibilities associated with the Village of Caseyville 89th Street Improvements has been drafted and reviewed by the City Attorney. The Agreement has been forwarded to the Village for their review and concurrence which should occur by the end of next week.

The 89th Street Agreement will be brought forward to the Public Works Committee in October for Approval.