

**CITY OF FAIRVIEW HEIGHTS
CITY COUNCIL MEETING AGENDA
CITY COUNCIL CHAMBERS
SEPTEMBER 20, 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 – September 6, 2016
Executive Session Minutes – September 6, 2016
Finance Director Report
Presentation of Bills - \$1,292,941.35.

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

J. UNFINISHED BUSINESS

Proposed Ordinance No. 48-'16, an Ordinance amending Ordinance No. 190, "The Revised Code," Chapter 36, Taxation, Article I – Sales Tax – Home Rule, Section 36-1-1 Power, deleting Section 36-1-2 Restriction and by renumbering remaining Sections. (Community Committee)

K. NEW BUSINESS

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 Ordinance No. 50-'16, an Ordinance amending Ordinance No. 1691-2015, passed April 7, 2015 and approved April 9, 2015; an Ordinance repealing Chapter 16, of Ordinance No. 190, "The Revised Code," Article 1 – Salaries – Section 3, Operating Engineers Local #148 – Full Time Employees and Contract – Part Time Employees – Per Hour. (Administration Committee)

Proposed Ordinance No. 51-'16, an Ordinance approving the use of certain real estate for use of Right-of-Way on Durley Road. (Operations Committee)

K. NEW BUSINESS - continued

Proposed Resolution No. 80-'16, a Resolution authorizing the Mayor on behalf of the City to enter into an Engineering Services Agreement with Millennia Professional Services of Illinois to provide engineering services for a Flood Mitigation Study and Design for Hollandia Drive. (Operations Committee)

Proposed Resolution No. 81-'16, a Resolution amending Resolution No. 3354-2007, a Resolution adopting an Official Logo for the City of Fairview Heights, Illinois. (Operations Committee)

Proposed Resolution No. 82-'16, a Resolution authorizing the Mayor on behalf of the City to enter into the Local Public Agency Agreement for Federal participation for the installation of traffic signals at the Intersection of Union Hill Road and Longacre Drive. (Operations Committee)

Proposed Resolution No. 83-'16, a Resolution authorizing the Mayor to enter into a contract with TWM for the design of Phase I of the South Corridor Pedestrian (Bike) Trail from Moody Park to Old Lincoln Trail Park. (Operations Committee)

Proposed Resolution No. 84-'16, a Resolution authorizing the Mayor to enter into a purchase agreement with L3 Mobile-Vision, Inc., for the purchase of a DELL Dual Quad Core Server, DVD Burner and Six (6) in car DVR upgrade packages for use by the Police Department. (Administration Committee)

Proposed Resolution No. 85-'16, a Resolution authorizing the Mayor to sell a 2009 Dodge Ram 1500 SLT Quad Cab Truck previously used as an undercover vehicle per bid received September 10, 2016.

L. ADJOURNMENT

**CITY OF FAIRVIEW HEIGHTS
CITY COUNCIL MINUTES
SEPTEMBER 6, 2016**

The regular meeting of the Fairview Heights City Council was called to order at 7:00 P.M. by Mayor Mark T. Kupsy 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 Kupsy.

ROLL CALL

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

PUBLIC PARTICIPATION

None.

CONSENT AGENDA

Alderman Zimmerman moved to approve the August 16, 2016 City Council minutes. Seconded by Alderman Poletti.

Roll call on the Consent Agenda showed Aldermen Lowry, Gough, Williams, Poletti, Menn, Baricevic, Baeske, Wagner, Zimmerman and Peck voting "Yea." Motion passed on 10 yeas and no nays.

COMMITTEE REPORTS

Mayor Kupsy announced the Operations Committee will meet September 7, 7:00 P.M.

COMMUNICATION FROM MAYOR

Mayor Kupsy stated the Midwest Salute to the Arts was a success despite the Friday evening rain; Mayor also thanked all of the volunteers who made the Wingfest and the Fishing Rodeo great events; Mayor Kupsy requested a "moment of silence" for Mary "Kathy" Finley who recently passed away.

COMMUNICATION FROM ELECTED OFFICIALS

City Clerk Kaufhold commented on the Midwest Salute to the Arts event and thanked all who volunteered for the event.

UNFINISHED 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. Proposed Ordinance No. 46-'16 was read for the second time.

Roll call on Proposed Ordinance No. 46-'16 showed Aldermen Lowry, Gough, Williams, Poletti, Menn, Baricevic, Baeske, Wagner, Zimmerman and Peck voting "Yea." Proposed Ordinance No. 46-'16 passed on 10 yeas and no nays.

Proposed Ordinance No. 46-'16 now becomes **ORDINANCE NO. 1762-2016**.

NEW BUSINESS

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. Proposed Ordinance No. 47-'16 was withdrawn.

Proposed Ordinance No. 48-'16, an Ordinance amending Ordinance No. 190, "The Revised Code," Chapter 36, Taxation, Article I – Sales Tax – Home Rule, Section 36-1-1 Power, deleting Section 36-1-2 Restriction and by renumbering remaining Sections. Motion made by Alderman Baricevic. Seconded by Alderman Lowry. Proposed Ordinance No. 48-'16 was read for the first time.

Proposed Ordinance No. 49-'16, an Ordinance approving a Development Plan for a Self-Storage Facility on Longacre Property Identification Number 03-28.0-409-021. Proposed Ordinance No. 49-'16 was withdrawn.

Proposed Resolution No. 76-'16, a Resolution in support of preserving the Mississippian Mounds Culture by elevating the National Status of Cahokia Mounds and Associated Mounds Complex. Motion made by Alderman Poletti. Seconded by Alderman Wagner.

Proposed Resolution No. 76-'16 passed by a voice vote.

Proposed Resolution No. 76-'16 now becomes **RESOLUTION NO. 4052-2016**.

Proposed Resolution No. 77-'16, a Resolution authorizing the Mayor to enter into an agreement for professional services with EWR Architects for Architectural and Engineering Design Services for Pavilion #5 replacement at Everett Moody Park. Motion made by Alderman Poletti. Seconded by Alderman Baeske.

Roll call on Proposed Resolution No. 77-'16 showed Aldermen Lowry, Gough, Williams, Poletti, Menn, Baricevic, Baeske, Wagner, Zimmerman and Peck voting "Yea." Proposed Resolution No. 77-'16 passed on 10 yeas and no nays.

Proposed Resolution No. 77-'16 now becomes **RESOLUTION NO. 4053-2016**.

Proposed Resolution No. 78-'16, a Resolution authorizing the Mayor to enter into an agreement with Hank's Excavating & Landscaping, Inc. for demolition and cleanup of the property located at 9755 Greenridge Heights. Motion made by Alderman Lowry. Seconded by Alderman Poletti.

NEW BUSINESS – Proposed Resolution No. 78-'16 -continued

Roll call on Proposed Resolution No. 78-'16 showed Aldermen Lowry, Gough, Williams, Poletti, Menn, Baricevic, Baeske, Wagner, Zimmerman and Peck voting "Yea." Proposed Resolution No. 78-'16 passed on 10 yeas and no nays.

Proposed Resolution No. 78-'16 now becomes **RESOLUTION NO. 4054-2016**.

Proposed Resolution No. 79-'16, a Resolution authorizing the Mayor to enter into an agreement with the International Union of Operating Engineers, Local #148, AFL-CIO covering rates of pay, wages, hours of employment and other conditions of employment for members of said union employed by City Clerk, Library and Land Use and Development Departments; Public Works and Streets and Parks and Recreation Departments of the City of Fairview Heights, IL effective May 1, 2016 through April 30, 2020. Motion made by Alderman Zimmerman. Seconded by Alderman Peck.

Roll call on Proposed Resolution No. 79-'16 showed Aldermen Lowry, Gough, Williams, Poletti, Menn, Baricevic, Baeske, Wagner, Zimmerman and Peck voting "Yea." Proposed Resolution No. 79-'16 passed on 10 yeas and no nays.

Proposed Resolution No. 79-'16 now becomes **RESOLUTION NO. 4055-2016**.

Alderman Lowry moved to go into Executive Session pursuant to 5 ILCS 120/2 (c) (5) – Purchase of Property and immediately end the meeting after Executive Session. Seconded by Alderman Poletti. Motion carried.

Mayor Kupsky recessed the meeting at 7:29 P.M.

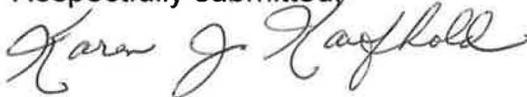
Mayor Kupsky reconvened regular session at 7:52 P.M.

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

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

Meeting adjourned at 7:53 P.M.

Respectfully submitted,



KAREN J. KAUFHOLD
CITY CLERK

Memo

To: Mayor & City Council
From: Gina Rader – Finance Director
CC: City Clerk & Directors
Date: September 15, 2016, 2016
Re: Finance Report – September 20, 2016 City Council Meeting

Bill List

Bill List was approved to forward to City Council in the amount of \$1,292,941.35.

TWM Contract – Phase I

Finance Committee made a motion to forward to City Council the TWM Contract for Phase I of the trail project in the amount of \$8,000.00.

PROPOSED ORDINANCE NO. 48-'16

AN ORDINANCE AMENDING ORDINANCE NO. 190, "THE REVISED CODE," CHAPTER 36, TAXATION, ARTICLE I – SALES TAX – HOME RULE, SECTION 36-1-1 POWER, DELETING SECTION 36-1-2 RESTRICTION AND BY RENUMBERING REMAINING SECTIONS.

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 36, TAXATION, ARTICLE I, SALES TAX – HOME RULE, SECTION 36-1-1 POWER shall be amended to read as follows:

"36-1-1 POWER. The City of Fairview Heights, through its duly elected Corporate Authorities, ~~shall possess and exercise only those as a Home Rule Community powers and functions that are necessary to~~ shall impose a tax upon all persons engaged in the business of selling tangible personal property other than an item of tangible personal property titled or registered with an agency of this State's government at retail in this City at a rate percent of the gross receipts from such sales made in the course of such business of making sales of service at a rate percent of the selling price of any tangible personal property transferred by such serviceman as an incident to a sale of service."

SECTION 2. AMENDMENT. Amendment of Ordinance No. 190, "The Revised Code," Chapter 36, TAXATION, ARTICLE I, SALES TAX – HOME RULE, SECTION 36-1-2 RESTRICTION shall be deleted in its entirety:

~~**"36-1-2 RESTRICTION.** The City of Fairview Heights shall exercise no other Home Rule powers and functions other than those specifically set forth in Section 36-1-1 herein."~~

SECTION 3. AMENDMENT. Amendment of Ordinance No. 190, "The Revised Code," Chapter 36, TAXATION, ARTICLE I, SALES TAX – HOME RULE, SECTION 36-1-3 (1%) TAX shall be renumbered to read as follows:

"36-1-32 (1%) TAX. A tax hereby imposed upon all persons engaged in the business of selling tangible personal property, other than an item of tangible personal property titled or registered with an agency of this State's government, at retail, in this

municipality at the rate of **one percent (1%)** of the gross receipts from such sales made in the course of such business while this Code is in effect; and a tax is hereby imposed upon all persons engaged in this municipality in the business of making sales of service, at the rate of **one percent (1%)** of the selling price of all tangible personal property transferred by such serviceman as an incident to a sale of service. The City shall hereby utilize no less than **thirty-five percent (35%)** of the Home Rule Tax collected for infrastructure improvement; these improvements shall include for the improvement/replacement of City streets, sidewalks, drainage, infrastructure, maintenance of City owned property and purchase of equipment and material for these items. The remaining **sixty-five percent (65%)** of Home Rule funds shall be designated by City Council in the annual City Budget. These funds may be utilized for the operation of the City, with priority towards maintaining our City's infrastructure. These funds shall provide for the hiring of a City Administrator for the day-to-day operation of the City as approved by Council. Upon approval of this Chapter, the City shall include a City Administrator in the next annual City Budget, and the Personnel Committee, with advice and consent of Council shall outline the hiring process, reporting structure, as well as the salary and benefits. The salary, benefits and support cost for a City Administrator shall be paid from these Home Rule funds. Any surplus in Home Rule funds shall be designated for Infrastructure Improvement."

The imposition of these Home Rule taxes are in accordance with **Sections 5/8-11-1 and 8-11-5** of the Illinois Municipal Code, respectively (**65 ILCS 5/8-11-1 and 65 ILCS 5/8-11-5**). (Ord. No. 1689-15; 04-09-15)

SECTION 4. AMENDMENT. Amendment of Ordinance No. 190, "The Revised Code," Chapter 36, TAXATION, ARTICLE I, SALES TAX – HOME RULE, SECTION 36-1-4 PROCEDURE shall be renumbered to read as follows:

"36-1-43 PROCEDURE. The taxes hereby imposed, and all civil penalties that may be assessed as an incident thereto, shall be collected and enforced by the Department of Revenue of the State of Illinois. The Department of Revenue shall have full power to administer and enforce the provisions of this Code."

SECTION 5. AMENDMENT. Amendment of Ordinance No. 190, "The Revised Code," Chapter 36, TAXATION, ARTICLE I, SALES TAX – HOME RULE, SECTION 36-1-5 DIRECTION shall be renumbered to read as follows:

"36-1-54 DIRECTION. The Municipal Clerk is hereby directed to file a certified copy of this Code with the Illinois Department of Revenue on or before the first (1st) day of September, 2004."

SECTION 6. AMENDMENT. Amendment of Ordinance No. 190, "The Revised Code," Chapter 36, TAXATION, ARTICLE I, SALES TAX – HOME RULE, SECTION 36-1-6 VALIDITY shall be renumbered to read as follows:

36-1-65 VALIDITY. That in the event any section or provision of this Code or any portion thereof shall be held to be unconstitutional, unenforceable or void by the highest reviewing court upon the exhaustion of all appeals, the Corporate Authorities shall pass a Resolution calling for a referendum at the next scheduled regular election in which the voters of the City of Fairview Heights shall elect whether or not to remain a Home Rule Unit.

SECTION 7. 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: **September 6, 2016**

READ SECOND TIME:

PASSED:

APPROVED:

PUBLISHED:

MARK T. KUPSKY – MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

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: **August 16, 2016**

READ SECOND TIME:

PASSED:

APPROVED:

PUBLISHED:

ATTEST:

MARK T. KUPSKY – MAYOR
CITY OF FAIRVIEW HEIGHTS

KAREN J. KAUFHOLD – CITY CLERK

PROPOSED ORDINANCE NO. 50-'16

AN ORDINANCE AMENDING ORDINANCE NO. 1691-2015, PASSED APRIL 7, 2015 AND APPROVED APRIL 9, 2015; AN ORDINANCE REPEALING CHAPTER 16 OF ORDINANCE NO. 190, "THE REVISED CODE," ARTICLE 1 – SALARIES – SECTION 3, OPERATING ENGINEERS LOCAL #148 – FULL TIME EMPLOYEES AND CONTRACT – PART TIME EMPLOYEES – PER HOUR.

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 16, Fees and Salaries, Article I – Salaries, SECTION 3. OPERATING ENGINEERS LOCAL #148 – FULL TIME EMPLOYEES AND CONTRACT – PART TIME EMPLOYEES – PER HOUR.

	<u>MAY 1, 2015</u>
Custodian	\$ 2,857.53
Youth Services/Assistant Director	3,356.09
Code Enforcement/Animal Control Assistant	3,356.09
Office Staff II	3,356.09
Head of Circulation Services	3,085.43
Land Use Secretary	3,424.61
Office Staff I	3,605.35
Assistant Building Official	3,426.85
Apprentice Mechanic	3,872.98
Laborer-Parks	4,153.37
Laborer-Streets/M.C.	4,183.84
Animal Control/Code Enforcement Officer	4,422.86
Lead Laborer-Street Department	4,451.31
Mechanic	4,422.86
Master/Lead Mechanic	4,679.43
Lead Laborer - Municipal Complex	4,679.43
 <u>CONTRACT - PART TIME EMPLOYEES – PER HOUR:</u>	 <u>MAY 1, 2016</u>
Custodian	\$ 13.82
Clerk I	11.71
Clerk II Steno/Typist	14.43

Clerk III	16.25
Circulation Clerk	14.43
Youth Services Assistant	14.43
Land Use Clerk	16.60
Code Enforcement	19.77

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

“OPERATING ENGINEERS LOCAL #148 – FULL TIME EMPLOYEES:

May 1, 2016

Custodian	\$ 2,914.45
Youth Services/Assistant Director	3,423.21
Code Enforcement/Animal Control Assistant	3,423.21
Office Staff II	3,423.21
Head of Circulation Services	3,147.14
Land Use Secretary	3,493.10
Office Staff I	3,677.46
Assistant Building Official	3,495.39
Apprentice Mechanic	3,950.44
Laborer-Parks	4,267.52
Laborer-Streets/M.C.	4,267.52
Animal Control/Code Enforcement Officer	4,511.32
Lead Laborer-Street Department	4,540.34
Mechanic	4,511.32
Master Lead Mechanic	4,773.02
Lead Laborer - Municipal Complex	4,773.02

CONTRACT - PART TIME EMPLOYEES – PER HOUR:

MAY 1, 2016

Custodian	\$ 14.10
Clerk I	11.94
Clerk II Steno/Typist	14.72
Clerk III	16.58
Circulation Clerk	14.72
Youth Services Assistant	14.72
Land Use Clerk	16.93
Code Enforcement	20.17
Property Maintenance/Housing Inspector	14.11”

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

READ FIRST TIME:

READ SECOND TIME:

PASSED:

APPROVED:

MARK T. KUPSKY- MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD – CITY CLERK

PROPOSED ORDINANCE NO. 51-'16

AN ORDINANCE APPROVING THE USE OF CERTAIN REAL ESTATE FOR USE OF RIGHT-OF-WAY ON DURLEY ROAD.

WHEREAS, the City of Fairview Heights, in the best interest of its residents, desires to improve storm sewer associated with the Perrin Road Phase II reconstruction project; and

WHEREAS, certain real estate is required for use as right-of-way in order to properly construct the proposed improvements; and

WHEREAS, the City and the owners have reached an agreement on the fair cash market value of the property to be acquired.

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

That the Mayor be and is hereby authorized to execute on behalf of the City the necessary paperwork to consummate the acquisition of property for right-of-way purposes required for storm sewer improvements associated with the Perrin Road Phase II reconstruction project from the following owners:

Kathleen H. and Donald R. Feher, Trustees

A tract of land being part of Lot 2 in the northeast quarter of Section 34 in Township 2 north, Range 8 west of the Third Principal Meridian, more particularly described as follows:

Commencing at the point of the south line of said Lot 2 where said south line intersects with the west right of way line of a 16 foot wide alley on the west side of Lot 32 in "J. Nick Perrin's 2nd Additional Subdivision" as shown on the plat thereof recorded in plat book "T" on page 24 in the Recorder of Deed's Office for St. Clair County, Illinois; thence on the west right of way line of said 16 foot wide alley north 00 degrees 13 minutes 30

seconds east, 74.10 feet to where said west line intersects with the westerly prolongation of the south right of way line of Durley (30'W) Drive, said intersection also being the northeast corner of a tract of land conveyed to Drew Smith by Document No. A02379751 in said recorder of Deed's Office, and also being the point of beginning of the tract of land herein described;

From said point of beginning; thence on the northerly line of said Drew Smith tract of land and said westerly prolongation of the south right of way line of Durley (30'W) Drive, north 89 degrees 25 minutes 00 seconds west, 235.32 feet; thence north 00 degrees 13 minutes 30 seconds east, 40.00 feet to a point on the southerly line of a tract of land conveyed to Crystal D. Mitchell by Document No. A02393050 in said Recorder of Deed's Office; thence on said southerly line and it's extension south 89 degrees 25 minutes 00 seconds east, 235.32 feet to a point on aforementioned west line of 16 foot wide alley; thence on said 16 foot wide alley south 00 degrees 13 minutes 30 seconds east, 40.00 feet to the point of beginning. Said tract of land herein described contains 0.216 acres, more or less, and being situated in the City of Fairview Heights, St. Clair County, Illinois.

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

READ FIRST TIME:

READ SECOND TIME:

PASSED:

APPROVED:

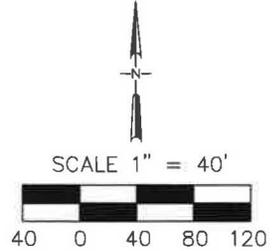
MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD – CITY CLERK

RIGHT OF WAY DEDICATION PLAT

Part of Lot 2 in the Northeast Quarter of Section 34
In TOWNSHIP 2 NORTH, RANGE 8 WEST of the 3RD P.M.
City of Fairview Heights, St. Clair County, Illinois



OWNER'S CERTIFICATE

WE, KATHLEEN H. FEHER, TRUSTEE FOR THE KATHLEEN H. FEHER LIVING REVOCABLE TRUST DATED AUGUST 8, 2000, AND DONALD R. FEHER, TRUSTEE FOR THE DONALD R. FEHER LIVING REVOCABLE TRUST DATED AUGUST 8, 2000, THE OWNERS OF A TRACT OF LAND CONVEYED IN DOCUMENT # A02019087 IN THE RECORDER OF DEED'S OFFICE FOR ST. CLAIR COUNTY, ILLINOIS, SAID TRACT BEING PART OF LOT 2 IN THE NORTHEAST QUARTER OF SEC. 34 IN TOWNSHIP 2 NORTH, RANGE 8 WEST OF THE THIRD P.M., HAVE CAUSED SAID TRACT OF LAND TO BE SURVEYED AND DEDICATED TO THE CITY OF FAIRVIEW HEIGHTS, ILLINOIS, FOR THE PURPOSE OF EXTENDING DURLEY DRIVE, A PUBLIC ROAD.

DATE: _____ KATHLEEN H. FEHER, TRUSTEE DONALD R. FEHER, TRUSTEE
STATE OF ILLINOIS)
)SS
COUNTY of ST. CLAIR)

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT KATHLEEN H. FEHER, TRUSTEE FOR THE KATHLEEN H. FEHER LIVING REVOCABLE TRUST DATED AUGUST 8, 2000, AND DONALD R. FEHER, TRUSTEE FOR THE DONALD R. FEHER LIVING REVOCABLE TRUST DATED AUGUST 8, 2000, PERSONALLY KNOWN TO ME BE THE SAME PERSON WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED, SEALED AND DELIVERED THIS INSTRUMENT AS THEIR FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES HEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, 2016

NOTARY PUBLIC

CERTIFICATE OF CITY APPROVAL

THE DULY ELECTED COUNCIL OF THE CITY OF FAIRVIEW HEIGHTS DO HEREBY CERTIFY THAT THE RIGHT OFWAY DEDICATION PLAT SHOWN HEREIN WAS DULY PRESENTED TO THE COUNCIL AND APPROVED AT A MEETING OF SAME HELD ON (DATE) _____, 2016

MAYOR

CITY CLERK

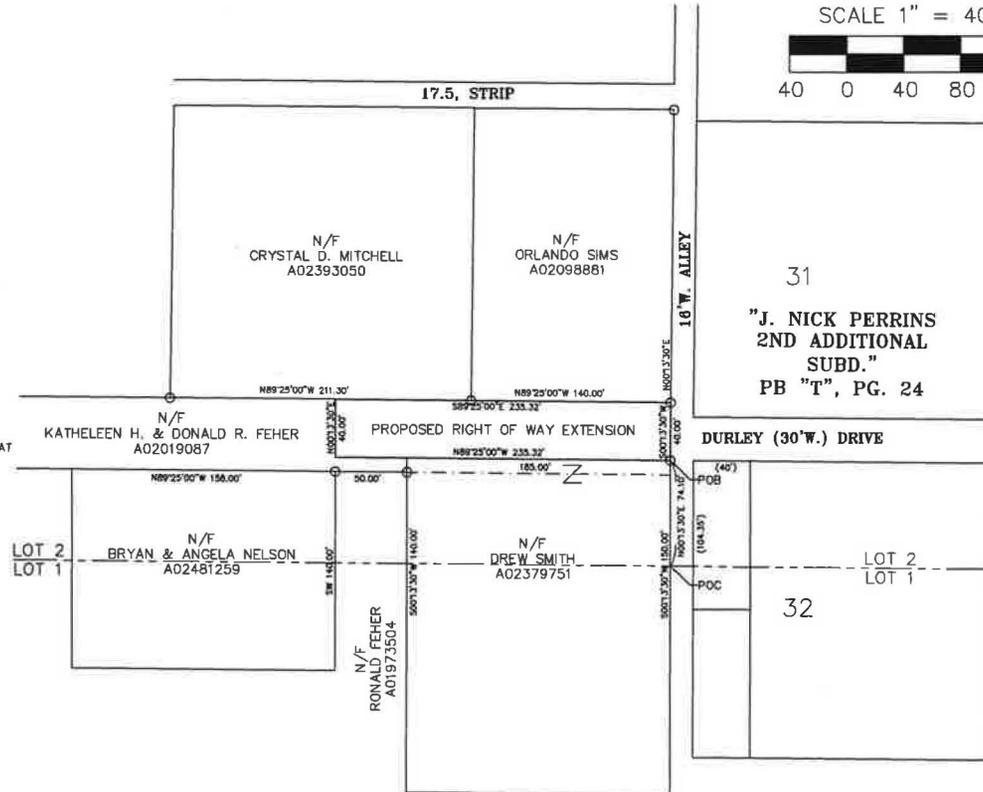
LEGAL DESCRIPTION

A TRACT OF LAND BEING PART OF LOT 2 IN THE NORTHEAST QUARTER OF SECTION 34 IN TOWNSHIP 2 NORTH, RANGE 8 WEST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF SAID LOT 2 WHERE SAID SOUTH LINE INTERSECTS WITH THE WEST RIGHT OF WAY LINE OF A 16 FOOT WIDE ALLEY ON THE WEST SIDE OF LOT 32 IN "J. NICK PERRIN'S 2ND ADDITIONAL SUBDIVISION" AS SHOWN ON THE PLAT THEREOF RECORDED IN PLAT BOOK "T" ON PAGE 24 IN THE RECORDER OF DEED'S OFFICE FOR ST. CLAIR COUNTY, ILLINOIS; THENCE ON THE WEST RIGHT OF WAY LINE OF SAID 16 FOOT WIDE ALLEY NORTH 00 DEGREES 13 MINUTES 30 SECONDS EAST, 74.10 FEET TO WHERE SAID WEST LINE INTERSECTS WITH THE WESTERLY PROLONGATION OF THE SOUTH RIGHT OF WAY LINE OF DURLEY (30'W.) DRIVE, SAID INTERSECTION ALSO BEING THE NORTHEAST CORNER OF A TRACT OF LAND CONVEYED TO DREW SMITH BY DOCUMENT NO. A02379751 IN SAID RECORDER OF DEED'S OFFICE, AND ALSO BEING THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED;

FROM SAID POINT OF BEGINNING; THENCE ON THE NORTHERLY LINE OF SAID DREW SMITH TRACT OF LAND AND SAID WESTERLY PROLONGATION OF THE SOUTH RIGHT OF WAY LINE OF DURLEY (30'W.) DRIVE, NORTH 89 DEGREES 25 MINUTES 00 SECONDS WEST, 235.32 FEET; THENCE NORTH 00 DEGREES 13 MINUTES 30 SECONDS EAST, 40.00 FEET TO A POINT ON THE SOUTHERLY LINE OF A TRACT OF LAND CONVEYED TO CRYSTAL D. MITCHELL BY DOCUMENT NO. A02393050 IN SAID RECORDER OF DEED'S OFFICE; THENCE ON SAID SOUTHERLY LINE AND IT'S EXTENSION SOUTH 89 DEGREES 25 MINUTES 00 SECONDS EAST, 235.32 FEET TO A POINT ON AFOREMENTIONED WEST LINE OF 16 FOOT WIDE ALLEY; THENCE ON SAID 16 FOOT WIDE ALLEY SOUTH 00 DEGREES 13 MINUTES 30 SECONDS EAST, 40.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND HEREIN DESCRIBED CONTAINS 0.216 ACRES, MORE OR LESS, AND BEING SITUATED IN THE CITY OF FAIRVIEW HEIGHTS, ST. CLAIR COUNTY, ILLINOIS.



LEGEND

- FOUND 1 Rod or PIPE
- SET IRON ROD
- ⊗ FOUND BRASS DISK
- ⊠ FOUND CONC. MON.
- () RECORD MEASUREMENT
- (R&M) RECORD and MEASURED

SURVEYOR'S STATEMENT

THIS IS TO CERTIFY THAT WHILE IN THE EMPLOY OF THE CITY OF FAIRVIEW HEIGHTS, ILLINOIS, I PERFORMED A RIGHT OF WAY EXTENSION SURVEY OF DURLEY DRIVE BEING PART OF THE NE 1/4 OF SEC. 34 IN T2N., R8W. OF THE 3RD P.M. THE RESULTS OF SAID SURVEY ARE SHOWN HEREON AND ARE FROM RECORD INFORMATION AND AN ACTUAL SURVEY ON THE GROUND AND ARE IN ACCORDANCE TO THE "MINIMUM STANDARDS FOR LAND SURVEYING IN THE STATE OF ILLINOIS", AS SET FORTH BY THE ILLINOIS GENERAL ASSEMBLY.

08-22-2016

DATE:

Ronald G. Bright
RONALD G. BRIGHT, PLS
PLS NO. 035-003157
LICENSE EXPIRES 11-30-16

RIGHT OF WAY DEDICATION PLAT

SURVEY DATA
SURVEY DATE: AUGUST, 2016
FIELD CREW: RGB/JNB
FIELD BOOK: NONE

CITY OF FAIRVIEW HEIGHTS
10025 BUNKUM ROAD
FAIRVIEW HEIGHTS, ILLINOIS 62208
PHONE (618) 489-2020



08-22-2016

SEAL

RGB
SURVEYING, LLC
105 E. ADAMS STREET
OF FALLON, ILLINOIS 62269
(618) 624-8034 PHONE/FAX
(618) 747-3931 CELL

NO.	DATE

PROJECT NO. 18-PJM	CONTRACT NO. 003
DRAWN BY	CHECKED JNB
DATE	AUGUST 22, 2016

R-O-W
SURVEY

SHEET S-1

PROPOSED RESOLUTION NO. 80-'16

A RESOLUTION AUTHORIZING THE MAYOR ON BEHALF OF THE CITY TO ENTER INTO AN ENGINEERING SERVICES AGREEMENT WITH MILLENNIA PROFESSIONAL SERVICES OF ILLINOIS TO PROVIDE ENGINEERING SERVICES FOR A FLOOD MITIGATION STUDY AND DESIGN FOR HOLLANDIA DRIVE.

WHEREAS, the City of Fairview Heights is in need of professional engineering services to perform a flood mitigation study and design for drainage improvements on the south side of Hollandia Drive; and

WHEREAS, Millennia Professional Services of Illinois has served the City in the past and has been selected now to perform said professional design services.

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 an agreement for professional design services with Millennia Professional Services of Illinois, 11 Executive Drive, Suite 12, Fairview Heights, IL 62208 for professional design services to perform a flood mitigation study and design for drainage improvements on the south side of Hollandia Drive for a lump sum fee of FIFTY-EIGHT THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$58,500.00) per the Preliminary Engineering Services Agreement 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:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD - CITY CLERK



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)

Signature, Title

Date: _____

**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.

PROPOSED RESOLUTION NO. 81-'16

A RESOLUTION AMENDING RESOLUTION NO. 3354-2007, A RESOLUTION ADOPTING AN OFFICIAL LOGO FOR THE CITY OF FAIRVIEW HEIGHTS, ILLINOIS.

WHEREAS, the City of Fairview Heights, Illinois has an official symbol which was approved November 7, 2007; 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 CITY COUNCIL OF THE CITY OF FAIRVIEW HEIGHTS:

That the City's official symbol approved November 7, 2007, be adhered to all City vehicles and equipment, with the exception of the City's Police Department's vehicles, per the symbol 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.

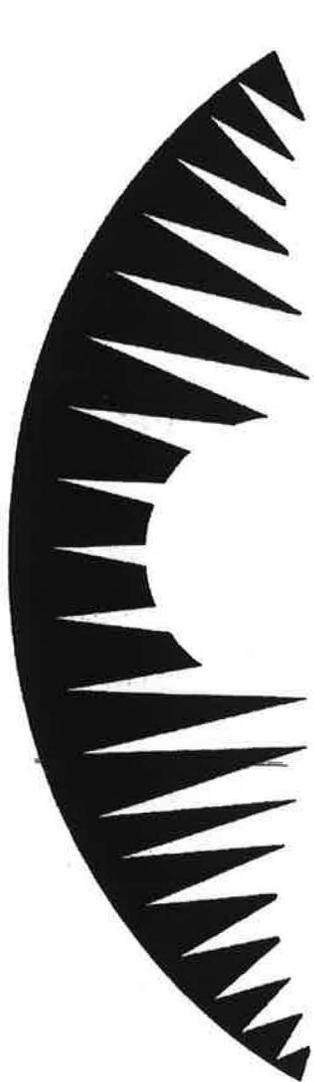
PASSED:

APPROVED:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD - CITY CLERK



FAIRVIEW HEIGHTS

Crossroads of Prosperity

PROPOSED RESOLUTION NO. 82-'16

A RESOLUTION AUTHORIZING THE MAYOR ON BEHALF OF THE CITY TO ENTER INTO THE LOCAL PUBLIC AGENCY AGREEMENT FOR FEDERAL PARTICIPATION FOR THE INSTALLATION OF TRAFFIC SIGNALS AT THE INTERSECTION OF UNION HILL ROAD AND LONGACRE DRIVE.

WHEREAS, the City of Fairview Heights has been awarded Federal Funding through a Congestion Mitigation Air Quality Grant, not to exceed TWENTY-EIGHT THOUSAND THREE HUNDRED DOLLARS AND NO CENTS (\$28,300.00), or eighty percent (80%) of the total cost of THIRTY-FIVE THOUSAND THREE HUNDRED SEVENTY-FIVE DOLLARS AND NO CENTS (\$35,375.00) for preliminary engineering design for the installation of traffic signals at the intersection of Union Hill Road and Longacre Drive; and,

WHEREAS, the City of Fairview Heights is responsible for SEVEN THOUSAND SEVENTY-FIVE DOLLARS AND NO CENTS (\$7,075.00), or twenty percent (20%) of the total cost of THIRTY-FIVE THOUSAND THREE HUNDRED SEVENTY-FIVE DOLLARS AND NO CENTS (\$35,375.00) for preliminary engineering design for the installation of traffic signals at the intersection of Union Hill Road and Longacre Drive.

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 the Local Public Agency Agreement for Federal Participation to provide funding for the preliminary engineering design for the installation of traffic signals at the intersection of Union Hill Road and Longacre Drive, named Union Hill Road in said Agreement, whereas Federal participation is not to exceed TWENTY-EIGHT THOUSAND THREE HUNDRED

DOLLARS AND NO CENTS (\$28,300.00), or eighty percent (80%) and the City of Fairview Heights' participation is SEVEN THOUSAND SEVENTY-FIVE DOLLARS AND NO CENTS (\$7,075.00), or twenty percent (20%) of the total cost of THIRTY-FIVE THOUSAND THREE HUNDRED SEVENTY-FIVE DOLLARS AND NO CENTS (\$35,375.00) for the preliminary engineering design of traffic signals at the intersection of Union Hill Road and Longacre Drive per the Agreement 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:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD - CITY CLERK

"EXHIBIT A"

 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 ties (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

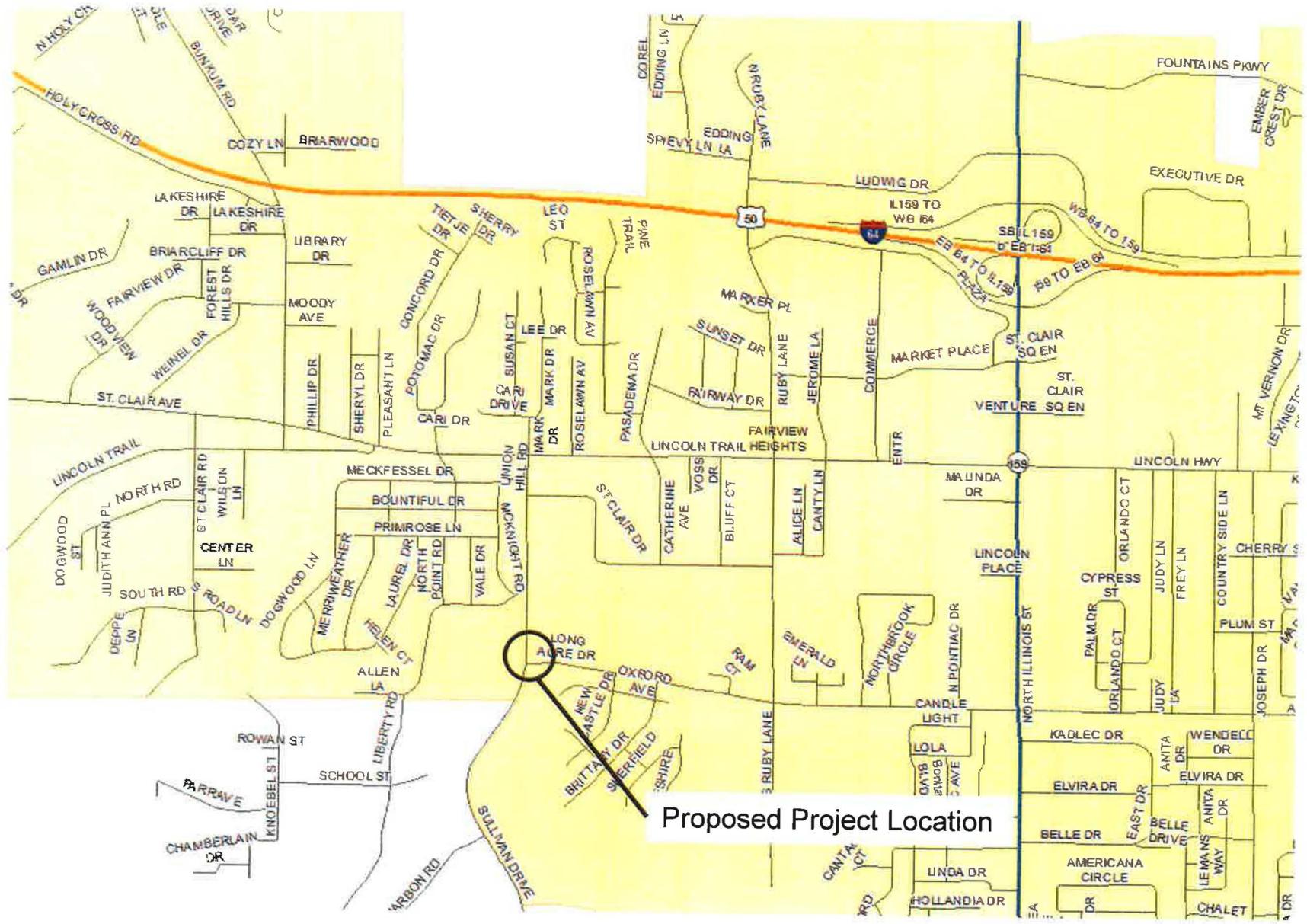
William M. Barnes, Chief Counsel

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

PROPOSED RESOLUTION NO. 83-'16

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH TWM FOR THE DESIGN OF PHASE I OF THE SOUTH CORRIDOR PEDESTRIAN (BIKE) TRAIL FROM MOODY PARK TO OLD LINCOLN TRAIL PARK.

WHEREAS, the City of Fairview Heights proposes to construct an off street trail from Moody Park to Old Lincoln Trail Park within the estimated length of 1.9 miles.

WHEREAS, TWM, 4940 Old Collinsville Road, Swansea, IL 62226 has a submitted an agreement for the design of Phase I of the South Corridor Pedestrian (Bike) Trail from Moody Park to Old Lincoln Trail Park.

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 a Transportation Engineering Services Agreement with TWM, 4940 Old Collinsville Road, Swansea, IL 62226 for the design of the Phase I South Corridor Trail in the amount of ONE HUNDRED TWENTY SEVEN THOUSAND DOLLARS (\$127,000.00) which is 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



Contract Agreement for Transportation Engineering Services

Thouvenot, Wade & Moerchen, Inc. (TWM Inc.) has developed this Plain Language Contract Agreement in hopes that its terms and conditions are clear and easily understood. Still, this agreement is a legal and binding contract between two parties, **TWM Inc.**, and you, the **City of Fairview Heights, IL**, as the **Local Agency**. When you see the words "us", "we", and "our" they mean **TWM Inc.** When you see the words "you" or "your", they refer to you as the **Local Agency**. Please read this Contract carefully. It confirms our understanding of the work you desire and the terms and conditions under which we will do that work.

This contract describes the specific professional services that you have requested we provide on the proposed project, which we will refer to as simply the "**project**", and which is described in more detail below:

PROJECT DESCRIPTION

This project consists of Phase I of the Longacre Trail (Southern Corridor Trail). Phase I limits are from Moody Park (S. Ruby Lane) to Old Lincoln Trail Park. The proposed trail assumed to be a 10' wide asphalt path.

Future phases could extend the trail to the MetroBikeLink, connecting to the Fairview Heights MetroLink Station to the West, and to Market Place/Mall retail area to the East.

SCOPE OF SERVICES - BASIC SERVICES

We agree to provide the following specific professional services. For the purposes of this contract and project, you agree with us that these services, as listed, will be considered our **Basic Scope of Services**. See attached **aerial plan view** of the Phase I trail corridor.

A. Preliminary Design Phase We will:

1. Develop a Preliminary Alignment/Profile for the Entire Phase I Corridor. Two alternates will be evaluated where necessary.
2. Develop a Cost Estimate for the Preliminary Alignment (both alternates).
3. Identify parcels where land acquisition will likely be needed. (Exact limits of land will be developed in Land Acquisition Phase)
4. Miscellaneous Meetings and Project Related Tasks as assigned by the City.

B. Land Acquisition Phase We will:

1. Perform Topographic and Boundary Surveying for the final alignment determined in the Preliminary Design Phase. Surveying will be completed during winter months when vegetation is minimal.
2. Design the Final Alignment/Profile based on the topographic information and establish limits of the proposed improvements.
3. Provide Legal Descriptions and Exhibits for any land acquisition required.
4. Coordinate with a certified appraiser to obtain appraisals for any land acquisition required.
5. Obtain Title Commitments for all parcels that require land acquisition.
6. Note – Scope does not include any negotiation services. It is assumed the City will handle all negotiations.
7. Begin permitting process for all necessary permits (ACOE, IEPA, IDNR, etc.).
8. Coordinate with appropriate federal, state and local agencies to obtain proper environmental clearances. This may require the use of a subconsultant to be named later.
9. Prepare up to two (2) grant applications for funding the construction of the project.
10. Miscellaneous Meetings and Project Related Tasks as assigned by the City.

C. Construction Documents - Phase I-A (Moody Park to Union Hill Rd): We will:

1. Complete Construction Plans and Specifications for Phase IA of the Longacre Trail (Southern Corridor Trail)
2. Coordinate with known utilities within the project limits.
3. Complete a Storm Water Pollution Prevention Plan (SWPPP) and submit a NOI Permit to the IEPA.
4. Finalize any outstanding permitting from the Land Acquisition Phase.
5. Miscellaneous Meetings and Project Related Tasks as assigned by the City.
6. Note – If Federal Funding is used, a Project Development Report will be required.



- D. Construction Documents - Phase I-B (Union Hill Rd. to Old Lincoln Trail Park): We will:
1. Complete Construction Plans and Specifications for Phase IB of the Longacre Trail (Southern Corridor Trail)
 2. Coordinate with known utilities within the project limits.
 3. Complete a Storm Water Pollution Prevention Plan (SWPPP) and submit a NOI Permit to the IEPA.
 4. Finalize any outstanding permitting from the Land Acquisition Phase.
 5. Miscellaneous Meetings and Project Related Tasks as assigned by the City.
 6. Note – If Federal funding is obtained/used for this project, additional services/deliverables will be required
- E. Additional Services for Federal Funds:
1. Complete Project Development Report for IDOT review and approval
 2. Coordinate and attend required IDOT meetings
 3. Plan and attend one Public Meeting to fulfill public involvement requirements

FEES - BASIC SCOPE OF SERVICES

- A. We agree to provide the tasks under **Preliminary Design Phase** of the **Basic Scope of Services** (paragraph A) above for a Lump Sum Fee of: \$8,000.
- B. We agree to provide the tasks under **Land Acquisition Phase** of the **Basic Scope of Services** (paragraph B) above for a Lump Sum Fee of: \$75,000.
- C. We agree to provide the tasks under **Construction Documents Phase IA** of the **Basic Scope of Services** (paragraph C) above for a Lump Sum Fee of: \$17,000.
- D. We agree to provide the tasks under **Construction Documents Phase IB** of the **Basic Scope of Services** (paragraph D) above for a Lump Sum Fee of: \$27,000.
- E. As noted under the **Basic Scope of Services**, if Federal funding is obtained/used for this project, additional services/deliverables will be required. We agree to provide the additional tasks for an additional 10,000.
- F. **Reimbursable Costs** - You also agree to reimburse us for outside services, such as subconsultant services, delivery services, express mail, or the printing and production of plan documents, at our actual cost plus 15%. If the project requires commercial travel, overnight stays, and associated expenses you agree to reimburse us at our actual cost.

At this time, only printing fees and mileage fees are expected as reimbursable expenses. Additional expenses will be brought to the City's attention for approval prior to performing.

PROPOSED SCHEDULE

We will not begin to work on this project until you accept this Contract and return it to us with your signature. We will complete each project phase (**Preliminary Design Phase, Land Acquisition Phase, Construction Documents Phase IA and Construction Documents Phase IB**) prior to starting the next. Specifically, each Phase shall be accepted by the City and the subsequent phase shall be authorized by staff. It is understood that all four phases shall be realized to allow construction of the project. Should any phase not be accepted by the City, all contract work activity shall be halted and either the contract will be amended or terminated at the discretion of the City of Fairview Heights.

BILLING AND PAYMENT

We will bill you, at the address listed for you in this contract, for the **Basic Scope of Services** we have provided as well as for any additional services you requested in the following manner:

- A. We will bill you monthly for a percentage of the lump sum fee based upon our estimate of the percentage of services we have provided to date.
- B. For any fees for **Reimbursable Costs**, we will bill you on a monthly basis for actual costs plus any markup.

Should submission of any of the surveys, studies or plans above be unduly delayed by you, by any regulatory review or agency, or by any other event that is not within our control, we reserve the right to bill you for the percentage of services provided to date, and to then bill for the balance of any lump sum fee upon eventual submission.



For all of the above, payment is due when you receive our respective invoice. You agree to both process and pay our invoices promptly. While we are not obligated to do so, if after thirty (30) days, any portion of any invoice remains unpaid, you agree that we have the right to charge you interest, at a rate of up to 1½ percent per month for any balance unpaid.

Except as provided by law or allowed in writing by us, our invoices are not subject to unilateral set-offs, back charges or discounts by you. You must pay the full amount of the invoice. Unless otherwise specified within this Contract, you cannot retain any money due to us, or otherwise reduce the amount of any invoice we send to you.

If you have a question about or disagree with any portion of any invoice, you should notify us in writing within fifteen (15) calendar days of receipt of the invoice, specifically describing the reason for your dispute. We will then work towards resolving any issue with you within thirty (30) calendar days. Any portion of the invoice that is not in dispute remains due and should be paid by you by the due date.

ADDITIONAL SERVICES

You may request that we provide any additional services not included in the **Basic Scope of Services** above, and do so either on your verbal authority at our current hourly rates, or by requesting a written addendum to this contract. We may also request authorization for additional services via a written contract addendum. Any such addendum will also identify adjustments to the project schedule and fees in order to include the requested additional services.

As a firm, we may offer other services that you have not requested we provide. If you have not requested those services from us, they are not included within the **Basic Scope of Services** listed above, and therefore also not included in any lump sum fee listed above. If the nature of the project requires or warrants additional services but you choose not to secure those services from us, you still retain the responsibility to secure those services from another appropriate and qualified consultant.

EXCLUDED SERVICES

As a firm, we specifically list services that we do not provide and therefore exclude from this Contract and from our **Basic Scope of Services**. Specifically Excluded Services are:

1. Performing any geo-technical or soils testing.
2. Performing any environmental assessment.
3. Investigating or performing any archeological (Phase I, II, or III) study that might be required by the Illinois Historic Preservation Agency.
4. Verifying that the work of an architect or any other design professional is in compliance with any local, state or federal ordinance, code, law or other regulation as they apply to this project

Although these services will not be provided by us, they may still be necessary for the project. It is your responsibility to make that determination and to procure any such services from an appropriate and qualified consultant. When you do, you agree to provide their findings or plans to us so that we can evaluate their potential impact upon the services we have agreed to provide.

We are not responsible for addressing within our design or fees, any environmental conditions you might encounter or find, including but not limited to garbage, dumping sites, petroleum tanks or radioactive waste, nor are we responsible for non-compliance with any permit requirements associated with the above, or for any other requirement not included within our Scope of Services.

INSURANCE

We agree to obtain insurance from a reputable insurance company and to maintain that insurance throughout the term of this contract. Our current insurance coverage and limits are included in this contract as **Attachment II – Schedule of Insurance**. At your request, we will provide you with a certificate of insurance on the standard ACCORD form issued by an authorized representative of our insurer, as evidence that we have obtained insurance coverage applicable to this Agreement.

As to Professional Liability / Errors & Omissions Insurance, we agree to maintain that insurance throughout the design and construction of this project, and for a period of one year following substantial completion, provided that coverage is reasonably available at commercially affordable premiums. For the purposes of this Contract, "reasonably affordable" and "commercially available" mean that more than half the design professionals practicing in the State of Illinois and in this specific discipline are able to obtain such coverage.

You may request that we secure and provide project specific insurance with higher limits than we would normally carry, and for a specific length of time, provided that you also agree to pay for the higher cost of the premiums for that insurance.



QUALIFICATIONS

We employ Licensed / Registered Land Surveyors, Licensed Professional Engineers, and Licensed Structural Engineers. When appropriate, our work will be performed by or under the direct supervision of one of those professionals and when applicable, documents submitted to you or on your behalf will bear the seal of the respective Surveyor or Engineer and certification to that effect.

SPECIFIC TERMS AND CONDITIONS

This contract is based upon the following specific terms and conditions:

1. You are responsible for paying any and all permit and/or application fees, utility connection fees, any fees required by statute or ordinance, any fees associated with a Municipality's adopted subdivision or development code, and any fees for activities including but not limited to, legal recordation, Illinois EPA sewer or water permits, NPDES NOI permits, wetlands delineation studies, archeological studies, municipal review, or title report. If you should require us to pay any such fees anyway and then request reimbursement from you, you agree to reimburse us for the cost of the actual fees plus a fifteen (15) per cent surcharge in order to offset costs for processing, the cost of money, and professional liability insurance.
2. You agree to not initiate any construction based upon our plans until any and all required permits and approvals are received from any issuing agency or municipality. Should you disregard this limitation and initiate work or seek bids prior to plan approval or permits being issued, and should the municipality or issuing agency require modifications to the plans as we submitted, we are not responsible for the revised bid prices that may result, or for the cost to remove, modify or otherwise change any construction performed prior to the issuance of a permit.
3. If we have agreed to a lump sum fee for our services, that fee, as proposed, does not include generating multiple versions of the civil engineering site design, or making continual revisions to the civil engineering site design resulting from multiple revisions to architectural plans.
4. When we submit any drawings, plans, specifications, plats, descriptions, or other documents to you for your review you agree to review them within thirty (30) days to determine if they are generally acceptable and if so, to note your approval, which shall not be unduly withheld.
5. As part of your review, should you detect what you believe to be errors, necessary changes, or failure on our part to complete our responsibilities under the Basic Scope of Services above, you are to immediately notify us. We will then correct any errors you note or complete any remaining tasks, as necessary.
6. If your review is delayed for some reason, we may temporarily suspend work until you are able to complete the review, so that we are able to make any required changes before proceeding with the project.
7. You agree, to the fullest extent permitted by law, to indemnify and hold us harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) should you fail or refuse to comply with any local, state or federal ordinance, code, law or other regulation as they apply to this project, or should your other consultants, subconsultants, contractors or subcontractors, fail or refuse to comply with any local, state or federal ordinance, code, law or other regulation as they apply to this project, and an injury, claim or loss arises or is alleged as a result.
8. You agree to name us as an additional insured and have your insurance carrier issue to us a certificate of insurance and an endorsement to your policy using ISO Form CG 20 07 07 04, or an equivalent acceptable to us. This endorsement protects us from liability in respect to any bodily injury, property damage, or personal and advertising injury, caused in whole or in part by your acts or omissions or the acts and omissions of others acting on your behalf.



ATTACHMENTS

The following are attached to this contract and are hereby incorporated into the contract and made part of it by this reference.

ATTACHMENT I: GENERAL TERMS AND CONDITIONS

ATTACHMENT II: SCHEDULE OF INSURANCE

ATTACHMENT III: SCHEDULE OF FEES

ACCEPTANCE

This Contract and any and all attachments comprise the final and complete agreement between you and us. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Contract. Execution of this Contract signifies that each party has read the document thoroughly, has had any questions explained by independent counsel and is satisfied. Amendments to this Contract shall not be binding unless made in writing and signed by both you and by us.

IN WITNESS WHEREOF, the parties hereto have made and executed this **CONTRACT** on this _____ day of _____, 2016.

Executed by the LOCAL AGENCY:

This Contract was accepted by action of the City Council at the meeting held on the _____ day of _____, 2016.

Approved by the Mayor of the City of Fairview Heights, St. Clair County, Illinois, this _____ day of _____, 2016.

Mark T. Kupsy, Mayor

ATTEST: _____
Karen Kaufhold, City Clerk

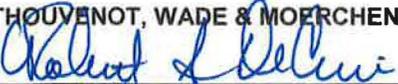
Address for giving notices:

10025 Bunkum Road
Fairview Heights, IL, 62208
Tel. No. (618)-489-2000
Fax No. (618)-489-2099
E-Mail: mark.kupsy@cofh.org

[SEAL]

Executed by the ENGINEER:

THOUVENOT, WADE & MOERCHEN, INC.



Robert S. DeConcini, P.E.

Chief Operating Officer

Address for giving notices:

4940 Old Collinsville Rd.
Swansea, Illinois 62226
Tel. No. (618)-624-4488
Fax No. (618)-624-6688
E-Mail: corp@twm-inc.com

**ATTACHMENT I: GENERAL TERMS AND CONDITIONS**

GOVERNING LAW. Because of our corporate headquarters location, this Contract, its validity, interpretation and performance, will be governed by the laws of the State of Illinois.

TITLES. The paragraph titles used in this Contract, and in any attachments, are only for general reference and are not part of the Contract.

TERMINATION. Either you or we may terminate this Contract at any time with or without cause upon giving the other party thirty (30) calendar day's prior written notice. Regardless of who initiates termination, within thirty (30) calendar days of such termination you agree to pay us for all services rendered and all costs incurred up to the date of termination.

SUSPENSION OF SERVICES. If you suspended work on the project for more than thirty (30) calendar days in the aggregate, we are obviously entitled to compensation for the services we performed and the charges we incurred prior to that suspension. Upon resumption, we may also be entitled to a fair adjustment to our fees to help offset the resulting demobilization and remobilization costs, as well as a fair adjustment in the project schedule because of the suspension. You also agree that we are entitled to be paid, and that you will pay us, for all the services we provide to you, even if you subsequently decide not to proceed with your project.

DEFINITIONS. Sometimes people assume the meaning of specific words commonly used in the construction industry, but that presumed meaning may not be accurate. For the purposes of this Contract, and unless otherwise specified in this Contract, you agree with us that the following words, and their derivative words or phrases, will have the meaning indicated below:

- **CERTIFY, CERTIFICATION:** A statement of our opinion, to the best of our professional knowledge, information and belief, and based on observed conditions. Any such statement of opinion does not constitute a warranty, either express or implied. You understand that our certification does not relieve you or your contractors of any responsibility or obligation they may have by industry custom or under any contract.
- **COST ESTIMATE:** An opinion of probable construction cost made by us. If we provide a cost estimate or an opinion of probable construction cost, you recognized that we have no control over the actual costs of labor, equipment or materials, or over the methods used by contractors and bidders to determine prices or bidding. Any opinion of probable construction costs is therefore based upon our reasonable professional judgment, experience, and the data available to us at the time, and does not constitute a warranty, express or implied, that any bids or the negotiated price of the work will not vary from your budget or from that opinion of probable cost previously prepared by us.
- **DAY, DAYS:** The term "day" means a calendar day of 24 hours. The term "days" means consecutive calendar days of 24 hours each, or any fraction of a single day.
- **INSPECT, INSPECTION:** The visual observation of the Work involved in this project as it is being constructed, in order to permit us, as experienced and qualified professionals, to determine that the Work, when completed by the Contractor, generally conforms to the plans, specifications and Contract Documents. If we make any such inspections for you, you agree that we are not guaranteeing, and that we have no authority or control over, the Contractor's performance or his failure to perform the Work in accordance with the Contract Documents. We also have no responsibility for the means, methods, techniques, sequences or procedures selected by the Contractor, or for the Contractor's safety precautions and programs, or for the failure of the Contractor to comply with any laws or regulations relating to performing or furnishing the Work under their Contract.
- **RECORD DOCUMENTS:** Drawings prepared by us upon the completion of construction. These are typically based upon marked-up drawings and other data furnished to us by the Contractor and / or others showing significant changes in the Work made during construction. Some refer to these as "as-builts", but because Record Documents are prepared using unverified information provided by others, we don't make any warranty as to the absolute accuracy or completeness of the drawings we prepare, and in fact because of the source of the information we use, the drawings we provide to you may not accurately reflect what was built.
- When you see the words "us", "we", and "our" they generally refer to TWM INC., as well as our officers, partners, employees, agents and subconsultants.
- When you see the words "you" or "your", they generally refer to you as the CLIENT, as well as your officers, partners, employees, agents and subconsultants.

SCOPE OF SERVICES. Both you and we have agreed to a list of Basic Services that we will provide to you at an agreed upon price. Those services are listed in the Scope of Services section. Services not specifically listed in this section are excluded from the scope of our work and we therefore assume no responsibility to perform those services. If you ask us to perform additional services we will do so at our prevailing fee schedule. On some projects we are asked to provide only surveying or construction staking services, or to design only specific aspects of the project, while someone else provides those aspects of the design not provided by us. This may be the case in a "design-build" project as well, where the contractor provides some "design" services. In all such cases you agree that we have no responsibility, and accept no responsibility, for any design performed by others, or for detecting errors in their design, or for bringing any such possible errors to your attention.

TIMELINESS OF PERFORMANCE; DELAYS. We will perform our services with due and reasonable diligence consistent with sound professional practices. However, we are not responsible for delays caused by factors beyond our reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, your failure to furnish timely information or approve or disapprove of our services or work product promptly, or delays caused by your faulty performance or by Contractors at any level. When such delays beyond our reasonable control occur, you agree that we are not responsible for damages, nor shall we be deemed to be in default of this Contract.

CERTIFICATIONS, GUARANTEES, & WARRANTIES. We will not be required to sign any documents, no matter who makes the request, which would result in our having to certify, guarantee, or warrant the existence of conditions, when we did not observe the existence of those conditions and can not otherwise determine their existence. You agree not to make the resolution of any dispute with us, or the payment of any amount due to us, in any way contingent upon our signing any such certification. In addition, we will not be required to execute any documents subsequent to the signing of this Contract that in any way might, in our sole judgment, increase our contractual or legal obligations or risks, or the availability or cost of our professional or general liability insurance.

INFORMATION PROVIDED BY OTHERS. We may need you to provide to us with some specific information so we can perform our Scope of Services. Typically that at least includes a current title insurance commitment or title insurance policy pertaining to the subject property so that we can determine the legal description of the property and the easements, covenants, conditions and restrictions encumbering it. You are also obligated to provide us with any additional information available to you or to your other consultants or contractors that might be applicable, necessary or helpful to us in performing our Scope of Services. With all such information you acknowledge that we have to trust the accuracy, completeness and sufficiency of information when it is provided by you or someone else. Still, there are a number of possible reasons why the information may not be accurate, including that errors or omissions may have occurred in the information when assembled and provided by you, or you may fail to produce all the necessary or appropriate documents or information. Even so, you agree that for any information provided by you or others, we are entitled to rely upon it, and to assume that it is accurate, complete, and in compliance with applicable rules, regulations, codes and laws. You therefore also agree, to the fullest extent permitted by law, to indemnify and hold us harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) should you provide documents or other information for our use, and an injury, claim or loss arises or is alleged based upon errors, omissions, inaccuracies or code violations contained within the information you or someone else provides.



GENERAL TERMS AND CONDITIONS (CONTINUED)

UNDERGROUND UTILITIES & SUBSURFACE CONDITIONS. Our Scope of Services may require that we indicate the location of underground utilities on our survey or plans. If so, we will request that the location of those underground utilities be identified by surface markings. We do this by calling J.U.L.I.E. (State of Illinois) or DIG-RITE (State of Missouri) or any other appropriate "one-call" utility location service. You also agree to provide us with any information you might have about easements, pipelines, personal communication cables, or any subsurface conditions that might not otherwise be known or located. We then prepare our survey / plans indicating the locations of existing underground utilities, as they have been marked, or disclosed by you. However, you again recognize and understand that in order for us to provide this service, we are dependent upon information provided by others, and that the information upon which we must rely may contain errors or be incomplete for a number of reasons, including: 1) joint utility location services or their member companies may refuse to locate buried utilities during the design phase of a project; 2) the actual location of utilities sometimes deviates from the surface location marked by joint location services; 3) not all utilities are members of joint location services and therefore may not be notified by them, and; 4) member utilities may not respond to all requests for utility location. You should also recognize and understand that surface location markings do not identify the depth of underground utilities. You therefore agree, to the fullest extent permitted by law, to indemnify and hold us harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) should the markings provided by a utility location service prove inaccurate or incomplete, and property damage, injury or economic loss arises or is alleged because of a contractor's reliance on underground utility information contained in plans prepared by us.

While we will indicate subsurface utilities on our plans and surveys in a manner consistent with the ordinary standard of care, unless specifically required to do so in the Scope of Services, we will not excavate, uncover or inspect actual underground utilities to indicate a more precise location, condition or capacity, or to try to determine the existence of any subsurface condition that might impact the eventual construction of the project.

STANDARD OF CARE. Services provided by us under this Contract will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Both you and we owe a duty of care to the public that requires both of us to conform to applicable codes, standards, regulations and ordinances, principally to protect the public health and safety. You will make no request of us that, in our reasonable opinion, would be contrary to our professional responsibilities to protect the public. You will take all actions and render all reports required of you in a timely manner. Should you fail or refuse to take any required actions or render any required notices to appropriate public authorities in a timely manner, you agree that we have the right to exercise our professional judgment in reporting to appropriate public officials or taking other necessary action. You agree to take no action against us or attempt to hold us liable in any way for carrying out what we reasonably believe to be our public responsibility. You also agree that in this situation, we have the right to immediately terminate this Contract and cease providing services, without the notice we would normally provide under the Termination or Suspension of Services sections of this Contract.

In order to minimize frivolous lawsuits, you will make no claim for professional negligence against us, either directly or in a third party claim, unless you have first provided us with a written certification executed by an independent professional currently practicing in the same discipline as us and licensed in the State of Illinois. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a professional performing professional services under similar circumstances; and c) state in complete detail the basis of the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to us not less than thirty (30) calendar days prior to the institution of any claim.

JOBSITE SAFETY. Our employees will perform their work in a safe manner and in accordance with applicable rules and regulations. We are responsible for the safety of our own employees on the jobsite but will follow instructions of the General Contractor when those employees are in an area of the jobsite controlled by the General Contractor. Both you and we agree that the General Contractor is solely responsible for jobsite safety, and you agree that it is your responsibility to make that evident to your General Contractor. Neither our professional activities, nor the presence of our employees or subconsultants at a construction site, will relieve the General Contractor or any other entity of their responsibility for jobsite safety or for their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. Neither we nor any of our employees has the authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. You also agree that in order to further protect all of us, you, we, and any subconsultants we employ, will be indemnified and made additional insureds under the General Contractor's general liability insurance policy, endorsed under ISO Form CG 20 10 11 85, unless a different form is proposed and accepted by us.

UNAUTHORIZED CHANGES. In the event you allow, authorize, consent to or approve of anyone else making changes to any plans, specifications or other construction documents prepared by us, and those changes are not approved in writing by us, you recognize that said changes and the results thereof are not our responsibility. You therefore agree, to the fullest extent permitted by law, to indemnify and hold us harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) should you, or any of your agents or representatives other than us, make unauthorized changes to drawings and data provided by us.

SUPPLANTING DESIGN PROFESSIONAL. If, for any reason, we do not complete all the services contemplated by this Contract, we cannot be certain of the accuracy, completeness or workability of any documents prepared by us, especially if they are used, changed, or completed by you or someone else. Since the accuracy of any such documents would no longer be in our control, we also can not be held responsible for assuring that accuracy. Accordingly, you agree, to the fullest extent permitted by law, to indemnify and hold us harmless from any claim, liability, or cost (including reasonable attorney's fees and defense costs) for injury or loss arising or alleged because of such use or completion, or for any unauthorized changes made by any party to any documents prepared by us. Nothing in this paragraph indemnifies us from our own negligence or breach of our obligations under this Contract.

DEFECTS IN SERVICE. Should you discover what you suspect to be a defect in our work or services, you agree to promptly report that suspicion to us as soon as you become aware of it, so that we can investigate and take measures to correct any such defect and to minimize the consequences of it. You further agree to impose a similar notification requirement on all your contractors, and that they do so with all subcontractors, at any level. The intent is to avoid the potentially higher cost of change orders by identifying and correcting any such defects as early as possible. Therefore, failure by you or your contractors or subcontractors to notify us as required in this section, will limit our cost of remedying any such defects to the sum that remedy would have cost had we been given prompt notification.

BETTERMENT. Betterment, or unjust enrichment, means that a person, who is negatively impacted because of an alleged error, recoups not only their actual losses caused by the error, but gains an advantage or profit because of it. This Contract does not allow betterment or unjust enrichment. Therefore, if due to an oversight by us, any required item or component of the project is omitted from the project construction documents, our responsibility is limited to the cost over and above what it would have cost you had the component or item been designed, specified and constructed in the first place: In other words, not the cost of the item itself, but only the premium cost to add the omitted item out of normal sequence.

CONSEQUENTIAL DAMAGES. Notwithstanding any other provision of the Contract, you or we will not be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by you or us, or by your or our employees, agents, subconsultants, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

**GENERAL TERMS AND CONDITIONS (CONTINUED)**

OWNERSHIP OF INSTRUMENTS OF SERVICE. All reports, plans, specifications, computer files, field data, notes and other documents prepared by us are instruments of the professional services we provide. They are not products. This is an important distinction when considering the implications of "product liability" versus "professional liability". We therefore shall be deemed the owner and author of said drawings and data, and shall retain all rights to them, including all statutory and other reserved rights, the right to reuse specific design elements created by us, and the ownership of the copyright imbedded therein.

ELECTRONIC MEDIA / FILES. Data transferred in electronic format is easily altered, even unintentionally; therefore creating the possibility that unwanted errors might be introduced into the data via the transfer process. These errors might result from incompatible software or hardware settings; from damage to the electronic media; from electrical charges; from unauthorized changes made by you or another party; or from similar events. It is generally difficult to determine when and how such errors were first introduced, and therefore who is responsible for the change. Like our paper documents, electronic data are instruments of the professional services we provide. They are not products. As such, we normally do not provide clients with drawings or other data as electronic files.

DISPUTE RESOLUTION. Should any disagreement or conflict arise between you and us in relation to this Contract during or following the completion of the project, we both agree to work diligently to try to amicably resolve our differences. We both agree to first do so through informal discussion and agreement, using the court system only as a last resort. However, nothing in this Section prohibits us from proceeding with any legal action necessary to enforce the payment provisions of this Contract, should you fail to pay for services rendered by us.

STATUTES OF REPOSE. Any legal action by either you or us against the other arising out of or in any way connected with the services to be performed under this Contract, is barred after any statute of limitation set by state law, or after five (5) years have passed from the date the project or project phase is substantially completed, whichever is shorter, and under no circumstances will any such claim be initiated by either you or us beyond those dates. In the event this Contract is terminated early, the date of Contract termination will be used in place of a substantial completion date.

THIRD PARTY BENEFICIARIES. Nothing contained in this Contract should be interpreted to create a contractual relationship with, or a cause of action in favor of, a third party against either you or us. Our services under this Contract are being performed solely for your benefit, and no other entity shall have any claim against us because of this Contract or the performance or nonperformance of services under this Contract. You agree to include a provision in all you contracts with contractors and other entities involved in this project to carry out the intent of this Section.

FAILURE TO PAY FOR SERVICES PROVIDED. Failure to make payment to us in accordance with the terms herein is a material breach of this Contract. If payment for services we provide to you is not received by us within thirty (30) calendar days of the invoice date, you agree that while we are not obligated to do so, we have the right to charge interest at a rate of up to one and one-half (1½) percent (or the maximum allowable by law, whichever is lower) on the PAST DUE amount each month it remains past due. Any payments you then make will first be applied to the accrued interest and then to the unpaid principal. In addition we may take additional actions, which may include:

- **SUSPENSION OF SERVICES.** We may suspend performance of services by giving you five (5) calendar days' notice. If we do so, we have no liability whatsoever to you for any costs or damages as a result of such suspension caused by any breach of this Contract.
- **TERMINATION OF SERVICES.** We may terminate this Contract. Payment remains due for services provided regardless of termination of this Contract by either of us.
- **MECHANICS LIEN.** We may file a lien against your property to protect our financial interests under this Contract.
- **LEGAL ACTION.** We may file suit against you to enforce the payment provisions of this Contract.

In the event that we find it necessary or prudent to file a lien or take legal action in order to enforce the payment provisions of this contract, you agree to compensate us for our cost of doing so. Among other things, those costs include our time, at current billing rates, and the expenses we incur in our collection efforts. They also include reasonable attorney's fees, court costs and related expenses incurred by us. You agree that in addition to any judgment or settlement sums due, you will pay these fees, costs and expenses to us.

GENERAL INDEMNIFICATIONS. You agree, to the fullest extent permitted by law, to indemnify, defend and hold us (as well as our officers, directors, employees and their heirs and assigns, and any individuals and entities we retain for performance of the services under this Contract, including but not limited to our subconsultants and their officers, directors, employees, heirs and assigns) harmless from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by your negligent acts, errors or omissions in connection with the Project, or those of your contractors, subcontractors or other consultants, or anyone for whom you are legally liable.

You are not obligated to indemnify us in any manner whatsoever for our own negligence. We are not obligated to indemnify you in any manner whatsoever for your own negligence. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of both of us, they shall be borne by each party in proportion to each party's negligence.

LIMITATION OF LIABILITY. The potential risks of the project, in recognition of the relative benefits to both you and us, have been allocated in such a manner that you agree, to the fullest extent permitted by law, to limit our liability, and the liability of our subconsultants, to you, and to all construction contractors and subcontractors on the project, for any and all claims, losses, costs, and damages of any nature whatsoever, or claims or expenses from any cause or causes. **As such, unless a higher limit is requested by you and agreed to by us, the total aggregate liability for us and our subconsultants to all those named, defaults to, and shall not exceed, \$50,000.** This limitation applies regardless of cause of action or legal theory, pled or asserted. You also agree that you will not seek damages in excess of the contractually agreed limitations indirectly through suits with other parties who may join us as a third party defendant.

Limitations on liability and indemnities in this Contract are business understandings between you and us and shall apply to all the different theories of recovery, including breach of contract or warranty, tort (including negligence), strict or statutory liability, or any other cause of action. However, these limitations on liability and indemnities will not apply to any losses or damages that have been found by a trier of fact to have been caused by our sole or gross negligence or our willful misconduct.

SEVERABILITY AND SURVIVAL. If any provision of this Contract is later held unenforceable for any reason it will be deemed void, but all remaining provisions will continue in full force and effect. Notwithstanding completion or termination of this Contract for any reason, your rights, duties and obligations, as well as ours, will survive the completion of the work or the termination of the Contract, and remain in full force and effect until they are fulfilled.

ENTIRE AGREEMENT. This Contract contains the entire agreement between you and us and supersedes any prior understanding or agreements, whether verbal or in writing, in relation to this project and the specific Scope of Services outlined in this Contract.



ATTACHMENT II – SCHEDULE OF INSURANCE

The following reflects TWM Inc.'s Insurance Coverage and Limits in effect as of Jan 1st, 2016.

General Liability Insurance - The Hartford Insurance Company

- **Commercial General Liability Insurance** - on a broad-form occurrence basis with limits of \$1,000,000 per each occurrence and \$2,000,000 in the general aggregate.
- **Contractual Liability**
- **Cross Liability**

Automobile Liability Insurance - The Hartford Insurance Company

- **Automobile Liability Insurance** - personal injury and property damage with combined single limits (each accident) of \$1,000,000.

Excess / Umbrella Liability - The Hartford Insurance Company

- **Excess / Umbrella Liability** – on a broad-form occurrence basis with limits of \$10,000,000 per occurrence and in the aggregate.

Worker's Compensation Insurance - The Hartford Insurance Company / USL & H – All States

- **Worker's Compensation Insurance** – as required by statute, including Employers' Liability, with limits of:
 - \$1,000,000 each accident
 - \$1,000,000 disease – each employee
 - \$1,000,000 disease – policy limit

Professional Liability Practice Policy – Hall & Company – Ace American Insurance Company

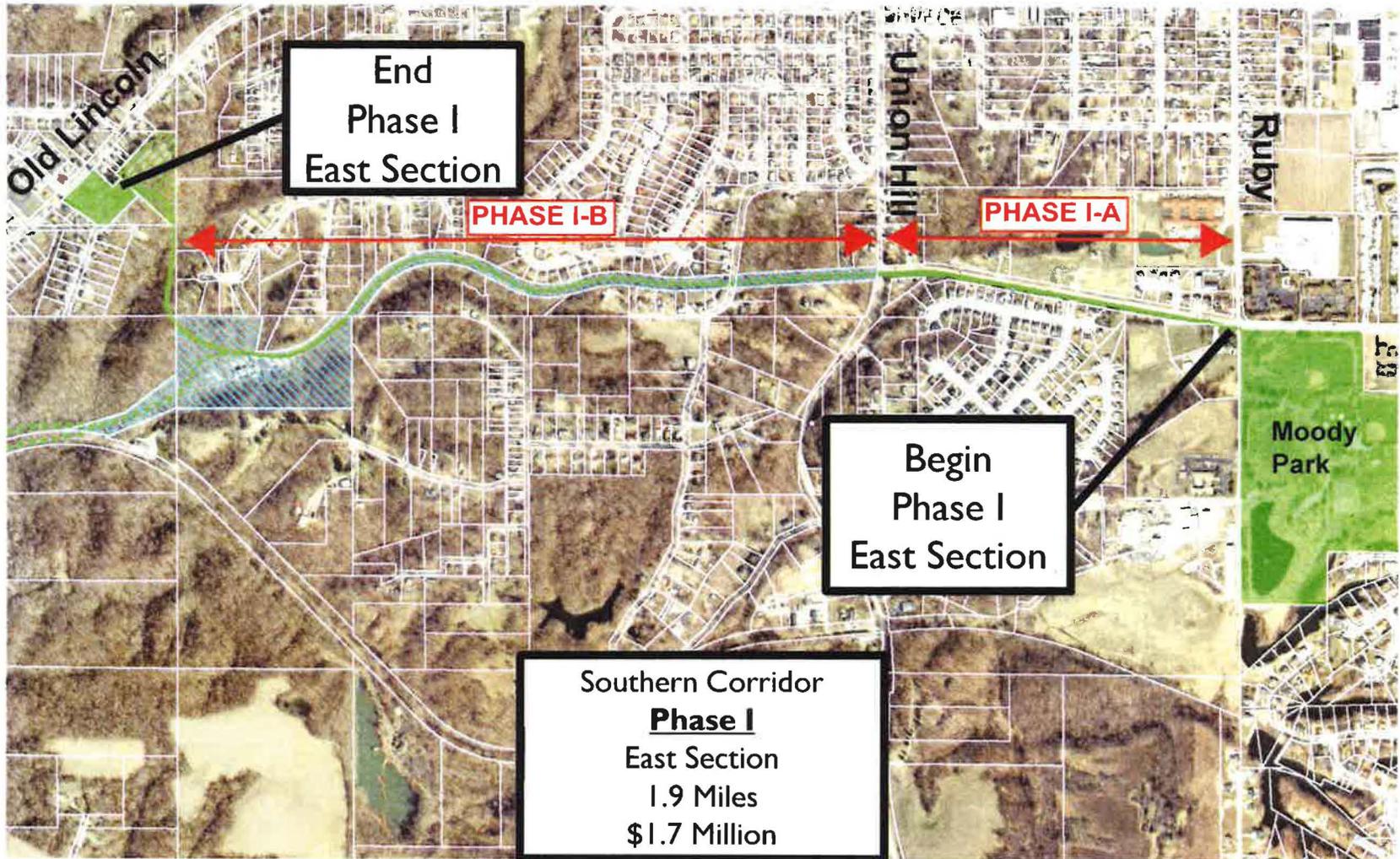
- **A/E Professional Liability Insurance Policy** – with limits of \$2,000,000 per claim and \$2,000,000 in the annual aggregate.

THOUVENOT, WADE & MOERCHEN, INC.
SCHEDULE OF FEES

Principal	\$157.00
Senior Engineer	\$153.00
Project Engineer V	\$150.00
Project Engineer IV	\$137.00
Project Engineer III	\$122.00
Project Engineer II	\$112.00
Project Engineer I	\$104.00
Project Manager IV	\$139.00
Project Manager III	\$127.00
Project Manager II	\$113.00
Project Manager I	\$93.00
Senior Structural Engineer	\$159.00
Structural Engineer V	\$150.00
Structural Engineer IV	\$145.00
Structural Engineer III	\$121.00
Structural Engineer II	\$117.00
Structural Engineer I	\$114.00
Survey Crew (3 man crew)	\$217.00
Survey Crew (2 man crew)	\$168.00
Survey Crew (2 man crew w/Robotics or GPS)	\$182.00
Survey Crew (1 man w/Robotics or GPS)	\$131.00
Survey Crew (1 man w/3D Scanner)	\$185.00
Engineer III	\$93.00
Engineer II	\$90.00
Engineer I	\$83.00
Surveyor IV	\$127.00
Surveyor III	\$113.00
Surveyor II	\$101.00
Surveyor I	\$85.00
Management Construction Engineering Services	\$113.00
Construction Observation (Non-Professional Engineer)	\$94.00
3D Scanning Technician	\$87.00
Technician V	\$83.00
Technician IV	\$79.00
Technician III	\$72.00
Technician II	\$68.00
Technician I	\$62.00
Jr. Technician	\$38.00
Senior Electrical Designer	\$112.00
Senior Transportation Designer	\$109.00
Data Systems Manager	\$98.00
Cad Manager	\$94.00
Cad Designer III	\$84.00
Cad Designer II	\$79.00
Cad Designer I	\$68.00
Accountant II	\$98.00
Accountant I	\$71.00
Word Processing	\$63.00
Air & Vacuum Testing 2 Technicians w/ Equipment	\$187.00
Live Sewer Testing	\$249.00
Mandrel Testing 2 Technicians w/ Equipment	\$172.00
Live Sewer Testing	\$232.00
Video Testing 1 Technician w/ Equipment	\$199.00
2 Technicians w/Equipment	\$272.00
Outside Services (Consultants, Delivery Service, Express Mail, etc.)	At Cost plus 15%
Commercial Travel, Meals, Lodging & Other Expenses	At Cost
4 X 4 Polaris (per Day)	\$66.00
Travel (Non local) per Mile at current GSA rate.	



City of Fairview Heights Southern Corridor Phase I - East Section



PROPOSED RESOLUTION NO. 84-'16

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A PURCHASE AGREEMENT WITH L3 MOBILE-VISION, INC., FOR THE PURCHASE OF A DELL DUAL QUAD CORE SERVER, DVD BURNER AND SIX (6) IN CAR DVR UPGRADE PACKAGES FOR USE BY THE POLICE DEPARTMENT.

WHEREAS, the City of Fairview Heights is in need of replacing the current Mobile Camera System.

WHEREAS, L3 Mobile Vision, Inc., 400 Commons Way, Rockaway, NJ 07866 has submitted the best bid for the purchase of the L3 Server, DVD Burner and Six (6) DVR upgrade packages in the amount not to exceed FORTY SEVEN THOUSAND NINETEEN DOLLARS AND FIFTY TWO CENTS (\$47,019.52).

WHEREAS, the monies for the purchase of the above said equipment is in the 2016-2017 City of Fairview Heights' Budget.

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 a purchase agreement with L3 Mobile Vision, Inc., 400 Commons Way, Rockaway, NJ 07866 in the amount of FORTY SEVEN THOUSAND NINETEEN DOLLARS AND FIFTY TWO CENTS (\$47,019.52), pursuant to the quote 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"



Mobile-Vision, Inc.

400 Commons Way, Rockaway, NJ 07866
 T 973-453-8562 F 973-257-3024

QUOTE

Number 203775151
Date August 24, 2016

Sold To

Fairview Heights Police Department
 John Proffitt
 10027 Bunkum Road
 Fairview Heights, IL 62208

Phone 618-489-2151
Fax 618-489-2109

Ship To

Fairview Heights Police Department
 John Proffitt
 10027 Bunkum Road
 Fairview Heights, IL 62208

Phone 618-489-2151
Fax 618-489-2109

Salesperson	P.O. Number	Ship Via	Terms
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Mike Ries

None

Line	Qty	SKU	Description	Unit Price	Ext.Price	Comments
1	1	LSMVDR717	Dell Power Edge Intel E5-2609-V3. Dual Quad Core Rack, with storage, monitor, keyboard, mouse, 4 Ethernet Ports, USB Card reader, Dell Power Connect 2808, and 2 Ethernet patch cables. 17TB Storage	\$10,045.00	\$10,045.00	
2	1	LSMVDDVDBR2540	DVD/Blu Ray Backup Robot with Built-in Workstation: 100 Disk Capacity	\$8,495.00	\$8,495.00	
3	1	SWKNA2402	Switch Kit, 24 port GB Ethernet, 2 SFP fiber, No POE, Dell includes 24 patch cables	\$525.00	\$525.00	
4	2	MVD-TRAN-OPS	On site professional services	\$2,000.00	\$4,000.00	
5	1	MVD-DES-BTO-EOL	OS/DES SWR Installation on EOL Servers & Data Migration	\$750.00	\$0.00	

ESA Approval 1-15-2016 DJR

8-14-16 Removed the 2 MVD-AP-AN-IN (Customer has 2 MVD-8675-A-ASSY on EMA bill 5-24-17)

Signing below is in lieu of a formal Purchase Order.
 Your signature will authorize acceptance of both pricing and product.

Signed: _____ Dated: _____

SubTotal	23,065.00
Tax	TBD
S&H	100.00
Total	23,165.00

L-3 Shipping Terms are FOB Rockaway, NJ. By signing below you agree to waive your shipping terms and ship this order FOB Rockaway, NJ.

Signed: _____ Dated: _____

Information is valid for 30 days from date issued. This technology is classified as restricted information under the Export Administration Regulations (EAR) and may not be exported or re-exported, in whole or in part, to the United States of America, Cuba, China, India, Iran, Iraq, North Korea, Pakistan, Saudi Arabia, Sudan, Syria, and Taiwan, without approval.



Mobile-Vision, Inc.

400 Commons Way, Rockaway, NJ 07866
T: 973-453-8562 F: 973-257-3024

QUOTE

Number 205770879
Date August 22, 2016

Sold To

Fairview Heights Police Department
John Proffitt
10027 Bunkum Road
Fairview Heights, IL 62208

Phone 618-489-2151
Fax 618-489-2109

Ship To

Fairview Heights Police Department
John Proffitt
10027 Bunkum Road
Fairview Heights, IL 62208

Phone 618-489-2151
Fax 618-489-2109

Salesperson	P.O. Number	Ship Via	Terms
Valerie McKenna		None	

Line	Qty	SKU	Description	Unit Price	Ext. Price	Comments
1	6	FBHKUA18Z-14V	FlashbackHD Upgrade Kit, DVR, VLX Upgrade Kit, Optical Zoom Cam, 16GBSD, 14' camera cable	\$3,747.75	\$22,486.50	
2	6	MVD-SMW3C3C2CB	Antenna, Dome Wifi/GPS Thru-Hole Mount, Black, FB3	\$208.00	\$1,248.02	

Signing below is in lieu of a formal Purchase Order.
Your signature will authorize acceptance of both pricing and product:

Signed: _____ Dated: _____

SubTotal	23,734.52
Tax	TBD
S&H	120.00
Total	23,854.52

L-3 Shipping Terms are FOB Rockaway, NJ. By signing below you agree to waive your shipping terms and ship this order FOB Rockaway, NJ.

Signed: _____ Dated: _____

L-3 Mobile-Vision, Inc. is an Equal Opportunity Employer. The information on this quote is provided for informational purposes only. L-3 Mobile-Vision, Inc. and its subsidiaries are not responsible for any errors or omissions in this quote. All prices are in US dollars and are subject to change without notice. All prices are in US dollars and are subject to change without notice. All prices are in US dollars and are subject to change without notice.

PROPOSED RESOLUTION NO. 85-'16

**A RESOLUTION AUTHORIZING THE MAYOR TO
SELL A 2009 DODGE RAM 1500 SLT QUAD CAB
TRUCK PREVIOUSLY USED AS AN UNDERCOVER
VEHICLE PER BID RECEIVED SEPTEMBER 10, 2016.**

WHEREAS, the City has determined that a 2009 Dodge Ram 1500 SLT Quad Cab Truck has attained a condition wherein it does not meet the Police Department needs;

WHEREAS, the Police Department has advertised and received bids for said vehicle which are the best in the interest of the City.

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 a Sales Agreement with Michael Bochenek, 6271 Codylynn Drive, Muskegon, MI 49442, for the purchase of a 2009 Dodge Ram 1500 SLT Quad Cab Truck, VIN: 1D3HV18T79S708523 in the amount of SEVEN THOUSAND THREE HUNDRED FOUR DOLLARS (\$7,304.00) pursuant to the bill of sale attached hereto, made a part hereof and marked "EXHIBIT A." Said payment will be made in the form of a cashier's check made out to the City of Fairview Heights, IL.

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

Illinois Motor Vehicle Bill of Sale

Exhibit "A"

BE IT KNOWN, that for payment in the sum of \$7,304.00, the full receipt of which is acknowledged, the undersigned City of Fairview Heights, IL (Seller) hereby sells and transfers to Michael Bochenek (Buyer), the following described motor vehicle (Vehicle):

Make: Dodge	Model or series: RAM 1500
Year: 2009	Color: Charcoal Gray
VIN #:1D3HV18T79S708523	Style: SLT Quad Cab
Odometer reading:160, 663	Title #:

The sale is subject to the following conditions and representations:

Seller acknowledges receipt of \$7,304.00 in payment for the Vehicle full payment from the Buyer and title transfer to take place within ten days.

Seller certifies to the best of the Seller's knowledge that the odometer reading listed in the Vehicle (auto, car, automobile) description above reflects the actual mileage of the Vehicle (auto, car, automobile). The Vehicle (auto, car, automobile)'s odometer was not altered, set back, or disconnected while in the Seller's possession, and the Seller has no knowledge of anyone doing so.

Seller warrants to Buyer that Seller has good and marketable title to said property, full authority to sell and transfer said property, and that said property is sold free of all liens, encumbrances, liabilities, and adverse claims of every nature and description whatsoever.

Seller has no knowledge of any hidden defects in and to the Vehicle (auto, car, automobile), and believes to the best of the Seller's knowledge that the Vehicle (auto, car, automobile) being sold is in good operating condition. Said Vehicle (auto, car, automobile) is otherwise sold in "as is" condition and where currently located.

Date signed:
Seller:
Buyer:
In the presence of (Witness):
Print name of witness:



Secretary of State
Odometer Disclosure Statement for Title Transfers

This space for use by
Secretary of State

Secretary of State
Vehicle Services Department
501 S. Second St., Rm. 014
Springfield, IL 62756

www.cyberdriveillinois.com

Federal and state laws require that you state the mileage in a transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, City of Fairview Heights, certify to the best of my knowledge that the odometer
Seller's name (type or print)
reading now reads 160,663 (no tenths) miles and reflects the actual mileage of the vehicle described below, unless one of the following statements is checked:

- The mileage stated is in excess of its mechanical limits.
- The odometer reading is not the actual mileage. Warning odometer discrepancy.

Year 2009 Make Dodge Body Type Pick Up Truck Model RAM 1500

Vehicle Identification Number 1D3HV18T79S708523

Seller's Signature _____

Seller's Printed Name _____

Seller's Address 10027 BUNKUM ROAD
Street

FAIRVIEW HEIGHTS, IL 62208
City, State, ZIP

Seller's Certification Date _____

To be completed by the buyer

Buyer's Signature _____

Buyer's Printed Name _____

Buyer's Address 6271 CODYLYNN DRIVE
Street

MUSKEGON, MI 49442
City, State, ZIP

Buyer's Acknowledgement Date _____





RUT-49 Vehicle Transaction Affidavit

General Information

What is the purpose of this form?

The purpose of this form is to verify information reported or request information not reported on the RUT-50, Vehicle Use Tax Transaction Return, from the recent purchase, sale or transfer of a motor vehicle. This form may be used in lieu of a bill of sale if the department is questioning the purchase price. **This form must be completed and signed by the seller and the purchaser.**

What if I need help?

Visit our web site at tax.illinois.gov or call weekdays between 8 a.m. and 5 p.m. at **1 800 732-8866** or **217 782-3336**. The number for our TDD (telecommunications device for the deaf) is **1 800 544-5304**.

SALES TAX PROCESSING DIVISION
ILLINOIS DEPARTMENT OF REVENUE
PO BOX 19013
SPRINGFIELD IL 62794-9013

Step 1: Complete the seller's information

Name City of Fairview Heights
Address 10027 Bunkum Road
Number and street

Telephone (618) 489-2150
Daytime
Fairview Heights, IL 62208
City State Zip

Step 2: Complete the purchaser's information

PV number _____
Name Michael Bochenek
Address 6271 Codylynn Drive
Number and street

Account ID number _____
Telephone (231) 557-6060
Daytime
Muskegon, MI 49442
City State Zip

Step 3: Write the purchase/selling price and describe the vehicle

*Price \$ 7,304.00 Year 2009 Make Dodge Model RAM 1500
Purchase/selling

Vehicle identification number (VIN) | 1 | D | 3 | H | V | 1 | 8 | T | 7 | 9 | S | 7 | 0 | 8 | 5 | 2 | 3 | _____

*The following items should be considered as part of the purchase/selling price:

- even trades, even if no exchange of money,
- gifts or transfers, and
- considerations other than monetary.



A trade-in is **not** an allowable deduction.

Step 4: Sign here

Under penalties of perjury, I certify that the above vehicle has been purchased, sold or transferred for the price stated above, and that I have examined this form, and to the best of my knowledge, it is true, correct, and complete.

Signature of seller or transferrer

Date

Signature of purchaser

Date





Seller's Report of Sale

This space for use by
Secretary of State.

Secretary of State
Vehicle Services Department
Record Inquiry Section
501 S. Second St., Rm. 408
Springfield, IL 62756

www.cyberdriveillinois.com

When you sell and/or release interest in a vehicle that is titled and/or registered in the State of Illinois, this form must be immediately completed and mailed to the Secretary of State Vehicle Services Department to ensure that your responsibility for the vehicle is released.

Completion of this form does not satisfy the transfer of ownership requirements set forth in the Illinois Compiled Statutes. Illinois law requires the owner of a vehicle to complete and sign the Assignment of Title section on the Certificate of Title to the buyer who must then apply to the Vehicle Services Department.

Date of Sale 09/20/2016

Vehicle Year 2009 Vehicle Make DODGE

Vehicle Identification Number (VIN) 1D3HV18T79S708523

Name of Seller CITY OF FAIRVIEW HEIGHTS

Address of Seller 10027 BUNKUM ROAD

FAIRVIEW HEIGHTS, IL 62208
City State ZIP

Name of Buyer MICHAEL BOCHENEK

Address of Buyer 6271 CODYLYNN DRIVE

MUSKEGON, MI 49442
City State ZIP

Mail To: Secretary of State
Vehicle Services Department
Record Inquiry Division
501 S. Second St., Rm. 408
Springfield, IL 62756

Under penalties of perjury, I hereby certify that the foregoing is true and correct under the laws of the United States of America.

Executed on _____
Date Signature of Seller

Printed Name of Seller