A. Call to Order
B. Pledge of Allegiance
C. Invocation
D. Roll Call
E. Public Participation
F. Consent Agenda:
   - City Council Minutes – July 2, 2019
   - Finance Director's Report
   - Presentation of Bills: $2,117,944.04
G. Committee Reports
H. Communications from Mayor
I. Communications from Elected Officials

J. UNFINISHED BUSINESS


**Proposed Ordinance No. 9-'19**, an Ordinance approving a Development Plan for a Gasoline Convenience Store (Huck’s) at Parcel Identification Numbers 03-27.0-225-028 and 03-27.0-225-020 (Northwest corner of Lincoln Highway at Old Collinsville Road) within the “PB” Planned Business District. (Community Committee)

K. NEW BUSINESS

**Proposed Resolution No. 35-'19**, a Resolution authorizing the Mayor to enter into a contract with St. Clair County – 2019 Park Project for the purchase of Miracle League lighting and a mower. (Administration Committee)

**Proposed Resolution No. 36-'19**, a Resolution authorizing the Mayor on behalf of the City to enter into an additional Professional Services Agreement with Horner & Shifrin, Inc. for Cross Sections Design for the Longacre Drive and Union Hill Road Traffic Signals Project. (Operations Committee)

**Proposed Resolution No. 37-'19**, a Resolution authorizing the Mayor to enter into a contract on behalf of the City of Fairview Heights with Baxmeyer Construction, Inc. for the Pleasant Ridge Road Phase 2 Improvements Project. (Operations Committee)
K. **NEW BUSINESS - continued**

**Proposed Resolution No. 38-'19**, a Resolution authorizing the Mayor to sign a Permanent Gas Line Easement within the Municipal Complex property with Ameren Illinois. (Operations Committee)

**Proposed Resolution No. 39-'19**, a Resolution authorizing the Mayor to sign a Right-of-Way Use Agreement with the Fairview Heights Women’s Club for the creation of a Pollinator Habitat on Pleasant Ridge Road. (Operations Committee)

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

ROLL CALL

Roll call of Aldermen present: Harry Zimmerman, Pat Peck, Anthony LeFlore, Bill Poletti, Denise Williams, Pat Baeske, and Brenda Wagner. Aldermen Ryan Vickers, Frank Menn, & Joshua Frawley were absent. Mayor Mark Kupsky, City Clerk Karen J. Kaufhold and Attorney Garrett Hoerner were also present.

PUBLIC PARTICIPATION

None.

CONSENT AGENDA

Alderman Poletti moved to approve the June 18th City Council minutes and Finance Director’s Report. Seconded by Alderman LeFlore. Motion carried.

COMMITTEE REPORTS

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

COMMUNICATIONS FROM THE MAYOR

Mayor Kupsky stated that Heritage Day was a big success and thanked Karen Kaufhold, Pat Baeske and all City Staff for pulling together and getting everything set up; Mayor stated that the burial of the Time Capsule is being rescheduled to September 14th in connection with Open House; Mayor stated that August 3rd, Party in the Park, is the next big event at Moody Park, included is a Balloon Glow for the first time in the City; Mayor stated that the 50th Anniversary Committee will be purchasing anniversary yard signs and would like each Alderman to distribute 20 signs throughout their neighborhood; Mayor stated that the City will be treating for mosquitos; Mayor stated that the heat is here and to check on your neighbors, especially the elderly and neighbors without air conditioning; Mayor wished everyone a happy and safe 4th of July and that fireworks are not allowed in the City; Mayor requested remembrance to the men in blue, first responder, and members in military, because without them we would not have this great Country.
COMMUNICATIONS FROM ELECTED OFFICIALS

City Clerk Kaufhold thanked everyone that came to the Salute to the Arts Fundraiser event.

UNFINISHED BUSINESS

None.

NEW BUSINESS


Proposed Ordinance No. 9-'19, an Ordinance approving a Development Plan for a Gasoline Convenience Store (Huck’s) at Parcel Identification Numbers 03-27.0-225-028 and 03-27.0-225-020 (Northwest corner of Lincoln Highway at Old Collinsville Road) within the “PB” Planned Business District. Motion made by Alderman Poletti. Seconded by Alderman Baeske. Proposed Ordinance No. 9-'19 was read for the first time.


Proposed Resolution No. 34-'19, a Resolution approving a Special Use Permit for Christine Rae Bishop to operate a lodge in the “C” Conservation Zoning District at 9612 Fairmont Drive. Motion made by Alderman Wagner. Seconded by Alderman Williams. Roll call on Proposed Resolution No. 34-'19 showed Aldermen Zimmerman, Peck, LeFlore, Poletti, Williams, Baeske, and Wagner voting “Yea.” Aldermen Vickers, Menn, and Frawley were absent. Proposed Resolution No. 34-'19 passed on 7 yeas and 3 absent. Proposed Resolution No. 34-'19 now becomes RESOLUTION NO. 4291-2019.

Alderman Peck moved to adjourn. Seconded by Alderman Poletti. Motion carried.

Meeting adjourned at 7:09 P.M.
Respectfully submitted,

KAREN J. KAUFHOLD
CITY CLERK
Memo

To: Mayor & City Council
From: Gina Rader – Finance Director
CC: City Clerk & Directors
Date: July 11, 2019
Re: Finance Report – July 6, 2019 City Council Meeting

Bill List

The Bill List for June 2019 was approved by the Finance Committee to forward to City Council in the amount of $2,117,944.04.

Legislation

A resolution was passed to enter into a contract with St. Clair County for the purpose of conducting park and recreation activities of Project Number SCCPP-2019- FH – Miracle Field Lighting and Mower in the amount of $101,500.00. This project is funded by grant funds.
PROPOSED ORDINANCE NO. 8-'19


Whereas, the Planning Commission on June 11, 2019 held the necessary Public Hearing and reviewed the Zoning Map Amendment and transmitted its Advisory Report to the Community Committee of the City Council.

Whereas, the Community Committee met on June 19, 2019 to review the Planning Commission Advisory Report.

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

SECTION 1. AMENDMENT. Amendment of Ordinance No. 190 “The Revised Code”, Chapter 14, “Development Code”, Section 14-2-3, “Zone District Map and Boundaries” by changing the zone district of certain described real property known as Parcel Identification Number 03-27.0-225-020 from R-4 Single Family Residential District to PB Planned Business District is approved.

A copy of the Area Zoned District Map is attached hereto, made a part hereof and marked “EXHIBIT A.” A copy of the Planning Commission Resolution PC-7-19 (A) recommending approval is attached hereto.

SECTION 2. LEGAL DESCRIPTION. The property is legally described in “EXHIBIT B.”

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

READ FIRST TIME:    July 2, 2019

READ SECOND TIME: 

PASSED:

APPROVED:
MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN KAUFHOLD – CITY CLERK
Planning Commissioner McCarthy introduced the following resolution and moved for its adoption:

RESOLUTION PC7-19 (A)

A RESOLUTION ADOPTING FINDINGS OF FACT FOR PC8-19(A) RECOMMENDING APPROVAL OF A REQUEST FOR A ZONING MAP AMENDMENT FOR PROPERTY CURRENTLY ZONED R-4 SINGLE FAMILY DWELLING TO PB PLANNED BUSINESS DISTRICT AND ADDRESSED AS 6405 OLD COLLINSVILLE ROAD.

WHEREAS, Nick Smock representing Martin and Bayley, Inc., hereinafter referred to as the “Applicant,” has properly applied for a Zoning Map Amendment from R-4 Single Family Dwelling District to PB Planned Business District for real property located at PIN # 03-27.0-225-020.

NOW THEREFORE, BE IT RESOLVED BY THIS PLANNING COMMISSION OF THE CITY OF FAIRVIEW HEIGHTS, ST. CLAIR COUNTY, STATE OF ILLINOIS that the findings of fact relating to the request are determined to be as follows:

1. That the Applicant appeared before the Planning Commission for a public hearing pursuant to Section 14-10-8 of the City of Fairview Heights Development Code on June 11, 2019 and that said public hearing was properly advertised and that the minutes of said public hearing are hereby incorporated by reference.

2. The subject property is zoned R-4 Single Family Residential and proposed to be zoned PB Planned Business District.

3. That this permit will require any changes to traffic circulation and ingress/egress.

4. That the proposed use will not be unduly dangerous or otherwise detrimental to persons residing or working in the vicinity of the use or to the public welfare.

5. That the proposed use will not substantially adversely impair the use, enjoyment, or market value of any surrounding property.

6. That the proposed use will not be hazardous or disturbing to existing neighboring uses.

7. That the proposed use will be served adequately by public facilities and services such as highways and streets.

8. That the proposed use will not create excessive additional requirements at public cost for public facilities and services, and it will not be detrimental to the economic welfare of the community.
9. That the proposed use will not involve activities and uses that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke fumes, glare or odors.

10. The proposed use will be consistent with the Comprehensive Plan.

The motion for the adoption of the foregoing resolution was duly seconded by Barkley.

upon vote being taken thereon, the following voted in favor thereof: Moats, Mensing, Wesemann, Barkley, Coleman, Smith, McCarthy, & Bramstedt

and the following voted against the same: Herrington

and the following abstained:

and the following were absent: Hoppe, Carthan

whereupon said resolution was declared duly passed and adopted by the Fairview Heights Planning Commission this the 11th day of June, 2019.

__________________________
Planning Commission Chairman

ATTEST:

__________________________
Land Use Director
QUITCLAIM DEED

THIS INDENTURE WITNESSETH THAT THE GRANTOR, BRAUER LIVING TRUST, by Julianne Horvath and Angela Vaiana, Trustees, 16348 Nantucket Sound Ct., Wildwood, MO 63040, for and in consideration of the sum of Thirty-Nine Thousand Five Hundred Dollars ($39,500.00), in hand paid, do hereby convey and quitclaim to RUTH CLAIRE COCHRAN, 6405 Old Collinsville Rd., Fairview Heights, IL 62208, all interest in the following described real estate:

A tract of land being a part of the Southeast quarter (1/4) of the Northeast quarter (1/4) of Section numbered Twenty-seven (27) in Township Two (2) North Range Eight (8) West of the Third (3rd) Principal Meridian, St. Clair County, Illinois, and more particularly described as follows, to-wit:

Commencing at a point in the East line of said Section numbered Twenty-seven (27), T. 2 N. R. 8 W. Of the 3rd P.M. distant Ten (10) Rods and Fifteen (15) feet North of the East and West middle line of said Section Twenty-seven (27); said point of beginning being the Northeast corner of a tract of land described in Book of Deeds 588 page 507 of the Recorder’s Office of St. Clair County, Illinois; running thence Westwardly and along the North line of said One (1) Acre tract referred to for a distance of Two hundred sixty-four (264) feet to the Northwest corner of the One (1) Acre tract referred to; running thence Northwardly parallel to the East line of said quarter, quarter section for a distance of Eighty-two and five-tenths (82.5) feet to a point; running thence Eastwardly parallel to the South line of said quarter, quarter section for a distance of Two hundred and sixty-four (264) feet to a point in the East line of said quarter, quarter section; distant Northward Eighty-two and five-tenths (82.5) feet from the point of beginning; running thence Southwardly and along the East line of said quarter, quarter section Eighty-two and
five-tenths (82.5) feet to the point of beginning, containing 0.5 acres, more or less, now known as Lot 5 of Schaperkoetter Assessment Plat.

Excepting, however, the Coal underlying said described premises situated in the County of St. Clair in the State of Illinois.

Permanent Index Number 03 27-0 225 020

Dated this 16th day of November, 2009.

STATE OF MISSOURI )
 ) SS
COUNTY OF ST. LOUIS )

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that JULIANNE HORVATH and ANGELA VAIANA, personally known to me to be the persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they are the presently acting Successor Trustees of the BRAUER LIVING TRUST, and that they signed, sealed, and delivered the said instrument as their free and
AN ORDINANCE APPROVING A DEVELOPMENT PLAN FOR A GASOLINE CONVENIENCE STORE (HUCK’S) AT PARCEL IDENTIFICATION NUMBERS 03-27.0-225-028 AND 03-27.0-225-020 (NORTHWEST CORNER OF LINCOLN HIGHWAY AT OLD COLLINSVILLE ROAD) WITHIN THE "PB" PLANNED BUSINESS DISTRICT.

WHEREAS, the Planning Commission on June 11, 2019 held the necessary Public Hearing and reviewed the Development Plan application and transmitted its Advisory Report to the Community Committee of the City Council.

WHEREAS, the Community Committee met on June 19, 2019 to review the Planning Commission Advisory Report.

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

SECTION 1. APPROVAL. The Development Plan for a Gasoline Convenience Store (Huck’s) at Parcel Identification Numbers 03-27.0-225-028 and 03-27.0-225-020 within the "PB" Planned Business District is approved.

SECTION 2. CONDITIONS. The conditions of this Development Plan are contained in the Findings of Fact adopted by Planning Commission Resolution PC7-19(B) and attached hereto, made a part hereof, and marked “EXHIBIT A.”

SECTION 3. SUPPORTING DOCUMENTS. A copy of the Planning Commission’s Advisory Report is attached hereto, made a part hereof and marked “EXHIBIT B.” A copy of the application documents is attached hereto, made a part hereof, and marked “EXHIBIT C.”

SECTION 4. PASSAGE. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

READ FIRST TIME: July 2, 2019

READ SECOND TIME: 

PASSED: 

APPROVED: MARK T. KUPSKY- MAYOR

ATTEST: CITY OF FAIRVIEW HEIGHTS

KAREN J. KAUFHOLD – CITY CLERK
Planning Commissioner McCarthy introduced the following resolution and moved for its adoption:

RESOLUTION PC 007 -19 (B)

A RESOLUTION ADOPTING FINDINGS OF FACT RELATING TO APPROVAL OF REQUEST TO DEVELOP A HUCK'S CONVENIENCE STORE WITHIN THE 'PB' PLANNED BUSINESS DISTRICT.

WHEREAS, Martin and Bayley, Inc. hereinafter referred to as the "Applicant," has properly applied for a Development Plan approval for a Huck's Convenience Store within the "PB" Planned Business District located at the northwest corner of the intersection of Lincoln Highway and Old Collinsville Road, addressed as 1029 Lincoln Highway., PIN(s) 03-27.0-225-028, -025 and -020.

NOW THEREFORE, BE IT RESOLVED BY THIS PLANNING COMMISSION OF THE CITY OF FAIRVIEW HEIGHTS, ST. CLAIR COUNTY, STATE OF ILLINOIS that the findings of fact relating to the request are determined to be as follows:

1. That the Applicant appeared before the Planning Commission for a public hearing pursuant to Section 14-10-8 of the City of Fairview Heights Development Code on June 11, 2019 and that said public hearing was properly advertised and that the minutes of said public hearing are hereby incorporated by reference.

2. The subject properties are zoned "PB" Planned Business District.

3. That this permit will require changes to traffic circulation and ingress/egress.

4. That this permit will require changes to lighting, landscaping and the existing site usage.

5. That the proposed use will not be unduly dangerous or otherwise detrimental to persons residing or working in the vicinity of the use or to the public welfare.

6. That the proposed use will not substantially adversely impair the use, enjoyment, or market value of any surrounding property.

7. That the proposed use will not be hazardous or disturbing to existing neighboring uses.

8. That the proposed use will be served adequately by public facilities and services such as highways and streets.

9. That the proposed use will not create excessive additional requirements at public cost for public facilities and services, and it will not be detrimental to the economic welfare of the community.
10. That the proposed use will not involve activities and uses that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke fumes, glare or odors.

11. The proposed use will be consistent with the Comprehensive Plan.

12. That this Development Plan approval will allow the applicant’s development of a Huck’s Convenience Store as it is proposed per the Development Plan by the Applicant; with the exception that a 10’ vinyl fence be installed at the northern property line adjacent to residential areas.

13. That the Development Plan approval shall be contingent upon the Department of Public Works approval of the drainage and grading plan, the storm water management plan, the erosion control plan and other relevant planning design documents.

14. That the Permittee shall be responsible for all City costs incurred in administering and enforcing this Permit.

15. That the Director of Land Use, and his/her designee, shall have the right to inspect the premises for compliance and safety purposes annually or at any time, upon reasonable request.

16. That this Development Plan Approval shall automatically expire if the use is not initiated within one year of City Council approval.

17. That this Development Plan approval allows for the site plan as presented, with the addition of the 10’ vinyl fence. Any significant changes to materials on the building, landscaping or signage on this site not provided for in the site plans on the Subject Property will require additional review and approval by the City Council.

The motion for the adoption of the foregoing resolution was duly seconded by: upon vote being taken thereon, the following voted in favor thereof: Moats, Mensing, Wesemann, Barkley, Coleman, Smith, McCarthy, Herrington & Bramstedt

and the following voted against the same:

and the following abstained:

and the following were absent: Hoppe&Carthan

whereupon said resolution was declared duly passed and adopted by the Fairview Heights Planning Commission this the 11th day of June 2019.

________________________
Planning Commission Chairman

ATTEST:

________________________
Land Use Director
TRANSMITTAL TO PLANNING COMMISSION

APPLICATION NUMBER: PC-08-19

REQUEST: Map Amendment request for 6405 Old Collinsville Road from R-4 Residential to PB-Planned Business Development and a Development Plan to allow for the expansion of an existing gas station with a convenience store at 1029 Lincoln Highway

APPLICANT NAME: Nick Smock, TWM Project Manager, on behalf of Martin and Bayley, Inc.

MEETING DATE: June 11, 2019

ZONING: R-4 Residential District
PB- Planned Business District

PROPOSED LAND USE: Gas/Convenience Store

PLANNING COMMISSION ACTION: Consideration of the Map Amendment and Redevelopment Plan, make recommendation to the Community Committee and City Council which has final authority to approve or deny the request.
1. BACKGROUND

Summary
The City of Fairview Heights Development Code divides the City into districts and establishes a set of land uses and regulations pertinent to the specific district. The "PB" Planned Business District is intended to encourage commercial development consistent with good planning practices and offer flexibility of site planning and design. Unlike traditional zoning districts, the procedure to change a zoning designation to PB involves two interconnected processes that are reviewed simultaneously. Specifically, the rezoning of a parcel or parcels to PB District must also include a Site Development Plan of the intended use. This process ties the rezoning to a unique, approved development rather than a list of permitted uses. The process also ensures that substantial changes to the approved site development plan are reviewed again by Planning Commission and City Council to ensure that the intent of the rezoning is met with the new proposal. Section 14-2-13 of the Development Code outlines the “PB” Planned Business District regulations and processes.

The development as completely envisioned includes the demolition of the existing Huck’s Convenience Store -- currently sited on two parcels at the northwest corner of Lincoln Highway (Highway 50) and Old Collinsville Road -- and construction of a larger store on three parcels. To accomplish this development, the residential property at 6405 Old Collinsville Road has been placed under contract. The current zoning of this property is R-4 Residential, which would not allow a C-store. A rezoning request to PB has been submitted.

Proposed development. The proposed development includes the construction of a 6,000 square foot building, new canopy, fuel pumps, and concrete paving. Additional site improvements include new landscaping, 6’ fence/buffering on north and an improved façade. The existing curb cuts on Old Collinsville Road and the western entrance on Lincoln Trail will be used. The existing third entrance will be abandoned. The site circulation layout will be redesigned to provide for more efficient interior vehicular movements. There will be 34 parking spaces provided.

The location of public utilities and facilities proposed to serve the site are provided. Plans for the proposed sewer improvements will be coordinated with the City and designed in accordance with City standards and Caseyville Township sewer. Existing waterlines to the south and east of the property will accommodate the new development.

The anticipated traffic impact is detailed in traffic impact analysis, and is projected to be 19 new trips during morning peak hours and 24 new trips during evening peak hours. Based on this estimate, and a previous traffic impact analysis for the to-be-developed property to the south, the existing roadway system is adequate to accommodate additional volume.

A project narrative and site plan is attached. Please refer to these documents for detailed information. The Site Development Plan for the expanded footprint is submitted in tandem with the rezoning request as required.

Context
The subject property is located in the middle eastern portion of the City, at the northwestern intersection of Old Collinsville Road and Lincoln Highway. The project is comprised of three parcels, one of which is currently residential and two that are the site of the existing Huck’s Convenience Store.
The zoning and land uses of adjoining properties are as follows:

**North**: R-4 Single Family Residential; Single-family residence

**South**: PB – Planned Business, proposed C-station

**West**: PB – Planned Business, office

**East**: City of O’Fallon, commercial
Planning Considerations
At issue is whether or not the proposed use meets the application requirements, development code standards, and best planning principles.

Area Land use and Zoning. The subject properties addressed as 1029 Lincoln Highway are currently zoned PB- Planned Business, and are in keeping with the land use of properties to the west, south, and east. The residentially zoned property – 6405 Old Collinsville Road – is the current delineation between the commercial corner and residential properties to the north. If rezoned, the intent is to expand the commercial area to the north. This property is larger than other residential properties to the north.

The building meets all setback requirements.

Parking, Access, and Site Circulation. Section 14-6-12 of the Development Code establishes the number of parking spaces required for this use. The applicant is proposing 34 parking spaces; 30 are required. The access points are via two existing curb cuts, with no traffic control mechanisms or other changes to existing access proposed.

The parking area meets the requirements set forth in Section 14-6-5, including landscaping.

Buffer Yards and Landscaping. Section 14-4-23 establishes buffers between adjacent land uses. A 20’ wide landscaping buffer will be installed along the property line to the north. A 6’ privacy fence is currently proposed.

Other Requirements. Signage will be designed and installed as per the development code and sign permit requirements. A dumpster with appropriate enclosure as required in Section 14-3-9 is proposed.

Exhibits
1. Application and Supporting Documents
2. Public notice
3. Resolution and Findings of Fact
PLANNED BUSINESS NARRATIVE

HUCKS CONVENIENCE STORE

LOCATED IN THE
CITY OF FAIRVIEW HEIGHTS
ST. CLAIR COUNTY, ILLINOIS

Prepared By:
Thouvenot, Wade and Moerchen, Inc.
4940 Old Collinsville Road
Swansea, Illinois 62226
(618) 624-4488
(618) 624-6688
www.twm-inc.com

Issued:
May 2019
Narrative

Appendix A: SITE PLANS

Appendix B: PHOTOGRAPHS

Appendix C: BUFFERED PARCEL REPORT

Appendix D: BUILDING ELEVATIONS/FLOOR PLANS

Appendix E: LEGAL DESCRIPTION

Appendix F: TRIP GENERATION
**Hucks Convenience Store**

**Planned Business Notification**

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**Project Location**

The proposed Hucks Convenience Store is to be constructed on 1.2 acres consisting of two parcels where the existing Hucks is located, and an adjacent parcel directly to the North. Upon approval, the three parcels can be consolidated at the City's request. The property is at the intersection of Old Collinsville Road and Lincoln Trail (US Highway 50). The congressional township description for the property is Section 27 of Township 2 North, Range 8 West of the Third Principal Meridian in St. Clair County, Illinois. The general latitude and longitude of the site is 38°35’34” North and 89°58’00” South. Existing site photographs can be found in Appendix B.

**Existing and Adjacent Land Use Conditions**

The existing project site is comprised of three parcels. Two of the parcels have historically been utilized as a Hucks Convenience Store and the adjacent property to the North as residential. Two residential lots, currently owned by Zachary Brann and Mark and Sally Medder, will be located directly to the north of the project and are zoned as R-4 Residential. To the west of the property there is a developed commercial lot owned by Property Development LLC. The entire east and south property lines are bordered by street right-of-way. A buffered parcel list, showing all properties within 300' of the proposed project site can be found in Appendix C.

**Proposed Planned Business**

The Planned Business will be developed on three parcels, 03-27.0-225-020, 03-27.0-225-025, and 03-27.0-225-028. The owner currently has an LOI agreement with the landowner directly to the north of the current Hucks convenience store. Upon successful approval of the planned business and rezoning, the owner will purchase the subject property. The construction portion of the project will be completed in two phases. Initially the existing structures and utilities on the residential lot will be removed. Construction of the proposed site improvements in this area will begin shortly after. The existing store will remain operational during this initial phase. Upon completion of the new building and surrounding area, the existing store will be closed and demolished. Construction of the new canopy, fuel pumps and concrete paving in these areas will begin immediately following demolition of the existing store. A more detailed description of the overall phasing and timing of each element can be provided prior to construction. Exhibits depicting the existing topography, demolition and proposed site plan can be found in Appendix A and preliminary floor plans and elevations are shown in Appendix D.

The proposed building will provide updated features and new technology in comparison the existing store, which will improve the overall experience of the patrons. The new site layout will provide for safer vehicular and pedestrian movements. The overall site improvements with new landscaping and an improved façade will help to revitalize the...
Hucks Convenience Store
Planned Business Narrative

area and improve the overall aesthetics of the intersection. While the improvements are planned to increase patrons, the overall impact on traffic is minimal and can be seen in the Traffic Impact Analysis Found in Appendix F.

Utility and Infrastructure

The proposed sewer will be rerouted around the proposed building and continue to drain North into an existing 8" line. All plans and requirements for sewer service will be coordinated with the City of Fairview Heights as well as Caseyville Township Sewer.

There are existing waterlines to the south and east of the proposed development. All plans and requirements for water service will be coordinated with the City of Fairview Heights as well as the City of O'Fallon water department.

Other utilities such as gas, electric, phone and cable will be designed by their respective companies. Ameren IP, AT&T and Charter will provide the required services. Additional information, such as connection points and proposed routings will be available at a later date.

Storm sewers and storm water detention (if required) will be accommodated per the City's Code of ordinances and will not encroach on adjacent property owners. In addition to the City's review and approval, all drainage calculations and site plans will need to be approved through the IDOT permitting section as well.
Appendix A

Site Plans

RETURN TO AGENDA
Appendix B

Photographs
Appendix C

Buffered Parcel Report
Appendix D

Building Elevations/Floor Plans
Appendix E

Legal Description
DEED INTO TRUST

KNOW ALL PERSONS BY THESE PRESENTS:

The Grantor, Martin & Bayley, Inc., under direction from its board of directors, a corporation duly organized and existing under and by virtue of the laws of the State of Illinois, for and in consideration of Ten ($10 00) Dollars, and other good and valuable considerations in hand paid, conveys with special warranty unto FULLERSON LAND TRUST PARTNERSHIP, an Illinois Partnership, not personally, but as Trustee of the FULLERSON LAND TRUST, pursuant to Trust Agreement dated December 29, 1998, the following described real estate in the County of St. Clair and State of Illinois, to-wit:

See attached Exhibit "A", legal description

Parcel #03-27-0225-028TR & 028TR

To have and to hold the said premises with the appurtenances upon the trusts and for the uses and purposes herein and in said trust agreement set forth

Full power and authority is hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to re-subdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said premises or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in present or in future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 198 years and to renew or extend leases upon and terms and for any period or periods of time and to amend change or modify leases and the terms of provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said property, or any part thereof, for other real or personal property, to grant easements or changes of any kind, to release, convey, or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, mortgaged or mortgaged by said trustee, be obliged to see to the application of any proceeds of the sale, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said trustee in relation to said real estate shall be conclusive

APPROVED: DEPT. OF REVENUE
SUBJECT TO ZONING REGULATIONS

St. Clair County IL Recorder of Deeds Document Number: a01474211 Page 1 of 4
evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument (a) that at the time of the delivery thereof the trust created by this indenture and by said trust agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trust, conditions and limitations contained in this indenture and in said trust agreement or at some amendment thereof and binding upon all beneficiaries thereunder, (c) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of the, his or their predecessor in trust.

The interests of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

This conveyance is made with special warranty that the property is conveyed to Grantee in fee simple, its heirs and assigns, with covenant. (a) the part of the grantor, (1) that at the time of the making and delivery of such deed it was the lawful owner of an indestructible estate in fee simple, in and to the premises herein described, and had good right and full power to convey the same, (2) that the same were then free from all encumbrances, and (3) that it warrants to the grantee, its heirs and assigns, the quiet and peaceable possession of such premises, and will defend the title thereto against all persons who may lawfully claim the premises by, through or under the grantor.

Grantor covenants and warrants that no person owns, occupies or possesses any part of the above described premises as homestead, and said described premises is conveyed free from all claims of homestead and exemption under the laws to the State of Illinois.

Executed pursuant to resolution of the Board of Directors of Grantee this 24th day of December, 1998.

ATTEST: MARTIN & BAYLEY, INC.

By: ________________ By: ________________
Name: ________________ Name: ________________
Title: ________________ Title: ________________

STATE OF ILLINOIS )
COUNTY OF St. Clair )

I, the undersigned, a Notary Public, in and for said County and State aforesaid, do hereby certify that ________________ personally known to me to be the __________________________________ of Martin & Bayley, Inc., and __________________________________ personally known to me to be the __________________________________ of the corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such corporate officers, they
signed and delivered the said instrument as officers of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Subscribed and sworn to before me this 29th day of December, 1998

My commission expires 12/15/00

James L. Van Winkle
Van Winkle & Van Winkle
Attorneys at Law
301 S. Jackson St., P.O. Box 337
McLeansboro, IL 62859-0337
Telephone: (618) 643-4396
Facsimile: (618) 643-4241
8/jlw/c/wp51/nucks/53441.0/jlw;
vw file:53-441.0
version date: 12/15/98

Future taxes to: Fulkerson Land Trust, c/o Martin & Bayley, Inc., 928 County Road 1350 North, P.O. Box 385, Carmi, Illinois 62821-0385
EXHIBIT "A" LEGAL DESCRIPTION

Parts of Lots 2 and 3, Martin & Bayley Tract

A tract of land being part of Lot 2 and part of Lot 3 of William Schaperkoetter Assessment Plat as recorded in Book of Assessment Plats No. 1 on Page 1 of the Recorder's Office in St. Clair County, Illinois and being located in the East one-half (E1/2) of the Northeast one-quarter (NE1/4) of Section Twenty-seven (27), Township Two (2) North, Range Eight (8) West of the Third Principal Meridian, St. Clair County, Illinois, and being more particularly described as follows:

Beginning at the Northeasterly corner of above said Lot 2; thence South 00 degrees 08 minutes 49 seconds East along the Easterly line of said Lot 2 a distance of 134.76 feet to a point on the Northerly line of U.S. Highway 50, also known as F.A.U. Route 9160 as widened by instrument recorded in Book 2797 Page 1493 of the above said Recorder's Office, thence North 89 degrees 40 minutes 00 seconds West along last said Northerly line 156.99 feet to a point being located 25.00 feet Westerly, normal distance from the Easterly line of above said Lot 3; thence North 00 degrees 08 minutes 55 seconds West and parallel with last said Easterly line 136.47 feet to a point on the Westerly prolongation of the Northerly line of above said Lot 2; thence North 89 degrees 51 minutes 48 seconds East along last said Northerly line and the Northerly line of above said Lot 2 a distance of 156.99 feet to the Point of Beginning and containing 21,054 square feet or 0.483 acres more or less and being the same tract of land as recorded in Book 2705 Page 471 of the above said Recorder's Office according to a survey executed by Stock and Associate Land Surveying, Inc. on December 9, 1994.

Part of Lot 1 - L. Keller Oil Properties, Inc., Tract

A tract of land being part of Lot 1 of Wm. Schaperkoetter Assessment Plat as recorded in Book of Assessment Plats 1 on page 1 of the St. Clair County, Illinois Recorder's Office, also known officially as County Clerk Assessment Plat No. 109 and being located in the East one-half (E1/2) of the Northeast one-quarter (NE1/4) of Section Twenty-seven (27), Township Two (2) North, Range Eight (8) West of the Third Principal Meridian, St. Clair County, Illinois and being more particularly described as follows:

Beginning at the Northeasterly corner of above said Lot 1; thence North 89 degrees 51 minutes 48 seconds East along the Northerly line of said Lot 1 a distance of 106.68 feet to a found iron pipe on the Westerly line of Old Collinsville Road; thence South 00 degrees 07 minutes 10 seconds East along said Westerly line 124.63 feet to a point on the Northerly line of U.S. Highway 50, also known as F.A.U. Route 9160 as widened by instrument recorded in Book 2801 on page 1995 of the above said Recorder's Office; thence along the last said Northerly line the following courses and distances; thence South 64 degrees 20 minutes 24 seconds West 25.10 feet; thence North 89 degrees 40 minutes 00 seconds West 83.97 feet to a point on the Westerly line of above said Lot 1; thence North 00 degrees 08 minutes 49 seconds West along last said Westerly line 134.76 feet to the Point of Beginning and containing 14,293 square feet or 0.328 acres more or less and being the same tract of land as recorded in Book 2701 Page 1029 of the above said Recorder's Office according to a survey executed by Stock and Associates Land Surveying, Inc. on December 9, 1994.
QUITCLAIM DEED

THIS INDENTURE WITNESSETH THAT THE GRANTOR, BRAUER LIVING TRUST, by Juliane Horvath and Angela Vaiana, Trustees, 16348 Nantucket Sound Ct., Wildwood, MO 63040, for and in consideration of the sum of Thirty-Nine Thousand Five Hundred Dollars ($39,500.00), in hand paid, do hereby convey and quitclaim to RUTH CLAIRE COCHRAN, 6405 Old Collinsville Rd., Fairview Heights, IL 62208, all interest in the following described real estate:

A tract of land being a part of the Southeast quarter (1/4) of the Northeast quarter (1/4) of Section numbered Twenty-seven (27) in Township Two (2) North Range Eight (8) West of the Third (3rd) Principal Meridian, St. Clair County, Illinois, and more particularly described as follows, to-wit:

Commencing at a point in the East line of said Section numbered Twenty-seven (27), T. 2 N. R. 8 W. Of the 3rd P.M. distant Ten (10) Rods and Fifteen (15) feet North of the East and West middle line of said Section Twenty-seven (27); said point of beginning being the Northeast corner of a tract of land described in Book of Deeds 588 page 507 of the Recorder's Office of St. Clair County, Illinois; running thence Westwardly and along the North line of said One (1) Acre tract referred to for a distance of Two hundred sixty-four (264) feet to the Northwest corner of the One (1) Acre tract referred to; running thence Northwardly parallel to the East line of said quarter, quarter section for a distance of Eighty-two and five-tenths (82.5) feet to a point; running thence Eastwardly parallel to the South line of said quarter, quarter section for a distance of Two hundred and sixty-four (264) feet to a point in the East line of said quarter, quarter section; distant Northward Eighty-two and five-tenths (82.5) feet from the point of beginning; running thence Southwardly and along the East line of said quarter, quarter section Eighty-two and
five-tenths (82.5) feet to the point of beginning, containing 0.5 acres, more or less, now known as Lot 5 of Schaperkoetter Assessment Plat.

Excepting, however, the Coal underlying said described premises situated in the County of St. Clair in the State of Illinois.

Permanent Index Number 03 27-0 225 020 f

JULIANNE HORVATH

Successor Trustees
BRAUER LIVING TRUST

Dated this 16th day of November, 2009.

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that JULIANNE HORVATH and ANGELA VAIANA, personally known to me to be the persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they are the presently acting Successor Trustees of the BRAUER LIVING TRUST, and that they signed, sealed, and delivered the said instrument as their free and
voluntary act as the Trustees of the BRAUER LIVING TRUST for the uses and purposes therein set forth.

Given under my hand and notarial seal this 16th day of November, 2009.

J. U. D.
Notary Public

Mail this recorded instrument to:

Anthony F. Vaiana
300 Strawbridge Dr.
Chesterfield, MO 63017

Address of Property:
6405 Old Collinsville Road
Fairview Heights, IL 62208

Mail tax bills to:
Ruth Cochran
6405 Old Collinsville Road
Fairview Heights, IL 62208

Deed prepared by:
Anthony F. Vaiana
300 Strawbridge Dr.
Chesterfield, MO 63017
(314) 469-0660
This report examines the anticipated existing trip generation of a development at current conditions with the proposed trip generation of the development site with improvements. This project is located in the northwest quadrant of W Highway 50 (Lincoln Highway) and Old Collinsville Road in Fairview Heights, Illinois. The proposed development will remain a gas station with convenience store. Ingress to and egress from the proposed development is being sought through the utilization of two of the three full access entrances already at the existing site. One entrance to remain will be the far west entrance along Lincoln Highway, the other will be the existing entrance along Old Collinsville Road.

**Existing Trip Generation**

The existing development is comprised of 12 fueling positions. The Tenth Edition of the *Trip Generation Manual*, published by the Institute of Traffic Engineers was used to estimate the number of vehicle trips which may be reasonably expected to be generated by the existing development. The *ITE Manual* trip generation rates for this type of facility is shown in Table 1.

Due to the gas station type land use, it is assumed that not all traffic generated by this individual site would be new traffic added to the external street system. According to the *ITE Handbook*, retail-orientated developments such as shopping centers, discount stores, restaurants, banks, service stations, and convenience stores attract a portion of their trips from passing motorists called pass-by trips (*Trip Generation Handbook*, 29). Due to the heavier traffic volume and the close proximity of the downtown in this area, it was estimated that a certain number of trips entering and leaving the development area during the AM and PM peak hours would come from commuters already traveling Lincoln Highway and Old Collinsville Road. The *ITE Handbook* states the following pass-by trip reduction factors which were incorporated in this study: 62% for the AM peak hour and 56% for the PM peak hour. Table 2 depicts the forecasted existing trips generated after considering the aforementioned factors for the existing development.

<table>
<thead>
<tr>
<th>ITE Code</th>
<th>Land Use</th>
<th>Unit</th>
<th>AM Peak Hour</th>
<th>PM Peak Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Equation or Rate/Unit</td>
<td>% Entering/ Exiting</td>
</tr>
<tr>
<td>945</td>
<td>Gasoline/Service Station w/ Convenience Market</td>
<td>Veh. Fueling Positions</td>
<td>12.47</td>
<td>51/49</td>
</tr>
</tbody>
</table>

**Table 2**

<table>
<thead>
<tr>
<th>ITE Code</th>
<th>Land Use</th>
<th>Size</th>
<th>Unit</th>
<th>AM Peak Hour</th>
<th>PM Peak Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>In</td>
<td>Out</td>
</tr>
<tr>
<td>945</td>
<td>Gasoline/Service Station w/ Convenience Market</td>
<td>12</td>
<td>Veh. Fueling Positions</td>
<td>77</td>
<td>73</td>
</tr>
<tr>
<td>Pass-By Trips</td>
<td></td>
<td>(48)</td>
<td>(45)</td>
<td>(93)</td>
<td>(48)</td>
</tr>
<tr>
<td>New Trips</td>
<td></td>
<td>29</td>
<td>28</td>
<td>57</td>
<td>38</td>
</tr>
</tbody>
</table>
Projected Trips Generated from Proposed Development

The proposed development is comprised of 16 vehicle fueling positions per the concept plan. As was done with the existing, the Tenth Edition of the Trip Generation Manual was used to estimate the number of vehicle trips which may be reasonably expected to be generated by the proposed development.

As mentioned previously, not all traffic generated by this individual site will be new traffic added to the external street system. Table 3 depicts the forecasted proposed trips generated after considering the aforementioned factors for the proposed development.

<table>
<thead>
<tr>
<th>ITE Code</th>
<th>Land Use</th>
<th>Size</th>
<th>Unit</th>
<th>AM Peak Hour</th>
<th>PM Peak Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>In</td>
<td>Out</td>
</tr>
<tr>
<td>945</td>
<td>Gasoline/Service Station w/ Convenience Market</td>
<td>16</td>
<td>Veh. Fueling Positions</td>
<td>102</td>
<td>98</td>
</tr>
<tr>
<td>Pass-By Trips</td>
<td></td>
<td></td>
<td></td>
<td>(63)</td>
<td>(61)</td>
</tr>
<tr>
<td>New Trips</td>
<td></td>
<td></td>
<td></td>
<td>39</td>
<td>37</td>
</tr>
</tbody>
</table>

Table 4 shows that during the AM peak hour there will be an additional 50 vehicles entering/exiting the project site, while in the PM peak hour it will be approximately 56 additional vehicles. As described above, some of the traffic entering/exiting the site is already utilizing the existing adjacent roadways and considered pass-by traffic. Viewing the “New Trips” generated for the adjacent roadways will only add 19 vehicles in the AM peak hour and 24 vehicles in the PM peak hour.
PROPOSED RESOLUTION NO. 35-'19

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH ST. CLAIR COUNTY - 2019 PARK PROJECT FOR THE PURCHASE OF MIRACLE FIELD LIGHTING AND A MOWER.

WHEREAS, the City of Fairview Heights applied for funding for the purchase of Miracle Field Lighting and a mower;

WHEREAS, the City of Fairview Heights has been awarded a grant from the St. Clair County Property & Recreation Committee in the amount of ONE HUNDRED ONE THOUSAND FIVE HUNDRED DOLLARS ($101,500.00) for funding for the purchase of Miracle Field Lighting and a mower.

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

That the Mayor is hereby authorized to sign a contract with the St. Clair County 2019 Park Project Grant funding for the purchase of Miracle Field Lighting and a mower, 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:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN KAUFHOLD - CITY CLERK
ST. CLAIR COUNTY BOARD

10 Public Square • Room B561 • Belleville, Illinois 62220-1623

ST. CLAIR COUNTY 2019 PARK PROJECT CONTRACT

This Contract, entered into this _____ day of __________, 2019 by and between St. Clair County, Illinois (hereinafter called the COUNTY) and the City of Fairview Heights hereinafter called GRANTEE, is for the purpose of conducting the park and recreation activities of Project Number SCCPP-2019-FH – Miracle Field Lighting and Mower $101,500.00 as enumerated under Section 30 of the Metro East Park & Recreation District Act, 70 ILCS 1605, hereinafter called the ACT.

WHEREAS, the COUNTY has funds authorized under the Metro East Park & Recreation District Act for park and recreation purposes.

WHEREAS, the COUNTY and GRANTEE desire to undertake cooperative park and recreation projects in accordance with the ACT.

THEREFORE, the COUNTY and GRANTEE agree as follows:

1. Legal Authority
The GRANTEE hereby certifies to the COUNTY that the GRANTEE has the legal authority to undertake the proposed project.

2. Grantee Boards Approval
The GRANTEE further certifies that its legislative body (township board, city and village council, etc.) has approved all resolutions necessary for the implementation of this contract.

3. Grantee Responsibilities
   a. Performance:
      The GRANTEE assumes responsibility for the implementation of the project herein described and shall perform all required services in a satisfactory and proper manner as determined by the COUNTY.
   b. Time Limitations:
      The services of the GRANTEE are to commence upon formal approval of this Contract. The described services shall be undertaken and completed within two (2) year from the date of the approval of the Contract. Project stages are to be completed in accordance with timetable submitted by GRANTEE, designated in Exhibit C.
   c. Extensions:
      Only written requests for contract extensions, for good cause shown, will be accepted. Such requests for contract extensions will be subject to the approval of COUNTY. The GRANTEE will be notified of the COUNTY’s decision to either approve or disapprove the request, in writing. Under no circumstances will project be extended beyond eighteen (18) months of the execution of this Contract. All remaining funding will be subject to reprogramming toward other St. Clair County Parks Grant Committee eligible activities.

4. Fund Limitation
The GRANTEE agrees that any cost exceeding the Project Budget Estimate contained in Exhibit B shall be borne by the GRANTEE. The COUNTY'S responsibility to provide funds is limited to the amount of St. Clair County 2019 Park Project funds received by the COUNTY that are committed to that portion of the project described in Exhibits A and B.

5. Fund Application:
St. Clair County 2019 Park Project funds provided for this project shall be utilized only for actual project costs. The COUNTY will not disburse monies to the GRANTEE for anticipated project costs. Actual payments may be made directly to the appropriate vendor at the written request of the GRANTEE with presented invoiced receipts.
6. **Suspension and Termination:**
   The GRANTEE agrees that the COUNTY can suspend or withdraw all project funds in accordance with Federal statutes, guidelines, rules and regulations, state criminal and civil laws and Contract terms. In the event that the COUNTY should identify any potential violation or discrepancy in GRANTEE’s procedures that might conflict with any of the aforementioned stipulations, the COUNTY reserves the right to withhold payments until the potential violations or discrepancies are resolved to the satisfaction of COUNTY.

7. **Grant Criteria:**
   The GRANTEE hereby agrees that all applicable federal, state, and local laws will be adhered to in the execution of this contract and acknowledges that the St. Clair County 2019 Park Project requires that GRANTEE's projects meet one or more of the following criteria:
   
   a. Increase park safety.
   b. Provide neighborhood and community trails and enhances access to public areas for the disabled.
   c. Improve, restore or expand parks.
   d. Fill a documented recreational need for the community and surrounding area.

8. **Applicable Laws:**
   GRANTEE also agrees this project shall be implemented in accordance with all other applicable Federal, State, County and municipal statutes and ordinances.

9. **Right of Access:**
   The COUNTY, or the authorized representative shall be allowed the right of access to and the right to examine all books, records and other supporting documents involving any and all transactions and matters related to this contract at all times during which the provisions of the Contract are in effect, and for such period of time that GRANTEE is required to preserve such records.

10. **Accounting System:**
    GRANTEE agrees to establish and maintain on a current basis an adequate accrual accounting system in accordance with generally accepted accounting principles and standards. GRANTEE agrees to maintain books, records, documents and other evidence sufficient to reflect properly all direct and indirect costs incurred during the performance of this Contract. In addition, GRANTEE agrees to prepare and maintain such documents and reports as may be required by COUNTY for preparation of reports.

11. **Amendments:**
    Contract alterations of the project, for good cause shown, may be requested by either the COUNTY or the GRANTEE. If mutually agreed upon, the changes shall be incorporated in a written amendment to this Contract.

12. **“Harmless” Clause:**
    GRANTEE agrees to protect, indemnify and hold harmless the COUNTY from all attorney's fees, costs, expenses and damages arising directly and exclusively out of any failure of GRANTEE to comply with all applicable Federal, State laws and regulations as they may apply to this Contract and all claims, suits, actions, costs, counsel's fees, expenses, damages, judgment or decrees by reason of any injury to persons or property directly or indirectly caused by GRANTEE, its officers, agents, employees or independent contractors in the performance of any St. Clair County Parks Grant Commission projects.

13. **Direct Involvement Prohibited:**
    No member, officer or employee of the GRANTEE, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any function or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under the Grant, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.

14. **Reversion of Assets:**
    GRANTEE agrees that, upon the expiration and fulfillment of this Contract, any unexpended St. Clair County 2019 Park Project funds, shall be returned to the COUNTY within thirty (30) days (if applicable).

15. **Use of Real Property:**
    GRANTEE agrees that any real property within the recipients' control, which is either acquired or improved, in whole or in part, using St. Clair County 2019 Park Project funds shall be subject to the following standards.
a. GRANTEE may not change the planned use of any subject acquired property from that for which it was originally intended, and

b. The new use must meet grant criteria, and

c. If the COUNTY determines, after consultation with the citizens, that it is appropriate to change the original use of the property to a use for which it does not qualify, the St. Clair County 2019 Park Project shall be reimbursed an amount equal to the Fair Market Value of the property, after which the property no longer will be subject to any St. Clair County Parks Grant Commission requirements.

d. GRANTEE may transfer in writing, after permission from the St. Clair County 2019 Park Project, the completed project to another legislative body for the purposes of owning and maintaining in perpetuity the project.

16. **Competitive Services:**
The GRANTEE hereby agrees that all contractual services will be competitively procured, if applicable.

17. **Exhibits:**
It is understood and agreed that the Exhibits hereto attached are all essential documents of this Contract and are hereby made a part thereof and that the GRANTEE agrees to comply with all procedures found therein.

<table>
<thead>
<tr>
<th>Exhibit</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>A-</td>
<td>Project Description</td>
</tr>
<tr>
<td>B-</td>
<td>Project Budget</td>
</tr>
<tr>
<td>C-</td>
<td>Project Timetable</td>
</tr>
</tbody>
</table>

This Contract is hereby executed by the below signed duly designated officials on behalf of the GRANTEE and the COUNTY.

GRANTEE

ATTEST:

By: ____________________________
Title: __________________________
Date: __________________________

The terms and provisions of this Contract are fully authorized under Federal, State and local law.

GRANTEE'S ATTORNEY

ST. CLAIR COUNTY, ILLINOIS

ATTEST:

By: ____________________________

THOMAS HOLBROOK, COUNTY CLERK
ST. CLAIR COUNTY, ILLINOIS

MARK A. KERN, CHAIRMAN
ST. CLAIR COUNTY BOARD
EXHIBIT A

Section 1: **Project Description and Location**

(Include quantitative data such as length, width, pipe sizes, material types, etc. and location of project. Attach map showing exact location and extent of planned project. Attach additional sheets for requested information as may be necessary.)

**PROJECT LOCATION:**
Everett Moody Park, Fairview Heights, IL Miracle League Field

**PROJECT DESCRIPTION:**
1) Sports Lighting for the Miracle League Field – System will include bases, galvanized steel poles, remote electrical component enclosures and factory aimed and assembled luminaries.
2) Commercial Mower for the REC Complex and the Municipal Complex grounds.

Section 2: **Description of How Project Will Be Accomplished**

(Include labor type, i.e. all by contract labor, by municipal labor, by a combination of above or other means. Estimated timetable, i.e. contract award, start of construction and project completion dates.)

a. Project timetable is imperative. See Exhibit "C".
b. No Land Acquisition is required.
c. Municipal labor shall not be eligible for reimbursement.

Section 3: **Designated Person.** The GRANTEE must designate one person who will be the primary point of contact regarding all aspects of the planned project. This person should be the same one who approves and/or reviews all invoices, payrolls, etc. related to the project, completes all necessary reports and requests for payments.

**Designated Person:**

Name: Angela Beaston
Title: Director of Parks and Recreation
Address: 9950 Bunkum Road
Fairview Heights, IL 62208
City State Zip
Telephone: 618-489-2040 ext. 1401
E-Mail: beaston@cofh.erg

**Designated Contact Person for COUNTY:**

Name: DOROTHY MEYER
Title: EXECUTIVE SECRETARY
Address: #10 PUBLIC SQUARE
BELLEVILLE, IL 62220
Telephone: (618) 625-2203 dmeyer@co.st-clair.il.us
EXHIBIT B

BUDGET  
(Account For Total Project Costs)

1. Project Cost Summary
   a. SCC Parks Grant Commission $101,500.00
   b. Other Funds Required $__________ $__________ $__________
      Source of Other Funds (Specify Each Source of Other Funds)
   c. Total Estimated Project Cost $101,500.00

2. GRANTEE (In-House) Costs
   Project Costs
   a. Donated Labor $__________ $__________
   b. Capital Expenditures
      Construction Materials and Supplies $16,500.00
      Installed Equipment $70,000.00
      Real Property Acquisition $0
      TOTAL $86,000.00

3. Contractual Costs
   a. Rental Equipment
   b. Professional Services
      Architect/Engineer
   c. Construction
      Contract #1 $15,000.00
      Contract #2

4. TOTAL (SCC Parks Grant Commission Funds) $101,500.00

5. Combined (Estimated) Project Cost $101,500.00

The costs of reimbursement for Village/City/Township labor materials or equipment will not be eligible.
EXHIBIT C

TIMETABLE

A. ST. CLAIR COUNTY PARKS GRANT COMMISION CONTRACT EXECUTED: August 2019

B. A/E CONTRACT EXECUTED:

C. PLANS AND SPECIFICATIONS SUBMITTED, NO LATER THAN: December 2019

D. ADVERTISE FOR BIDS (if applicable):

   AWARD OF PROJECT (if applicable):

F. ESTIMATED START OF CONSTRUCTION:

   June 2020

G. ESTIMATED COMPLETION OF CONSTRUCTION:

   August 2021

H. CONTRACT EXPIRATION DATE:

All other dates are intended as mandatory project guidelines.

Any later dates deviating from this schedule must be cleared, in writing, from the County.
Resolution for St. Clair County Board Grant for Miracle League Lighting and a Mower – I move to make a motion for a Resolution authorizing the Mayor to enter into a contract with St. Clair County for funding for the lighting on the Miracle League field located in Everett Moody Park and funding for a commercial mower.
A RESOLUTION AUTHORIZING THE MAYOR ON BEHALF OF THE CITY TO ENTER INTO AN ADDITIONAL PROFESSIONAL SERVICES AGREEMENT WITH HORNER & SHIFRIN, INC. FOR CROSS SECTIONS DESIGN FOR THE LONGACRE DRIVE AND UNION HILL ROAD TRAFFIC SIGNALS PROJECT.

WHEREAS, the City of Fairview Heights is in need of additional professional engineering services, per the Illinois Department of Transportation’s requirement, for the design of cross sections for widening and additional sidewalk and ramp details, and resubmittal to the Illinois Department of Transportation for review and approval for the Longacre Drive and Union Hill Road Traffic Signals project; and

WHEREAS, Horner & Shifrin, Inc. who is currently providing engineering services for this project, and has served the City in the past has been selected now to perform said additional professional engineering 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 Additional Professional Services Agreement with Horner & Shifrin, Inc., 604 Pierce Boulevard, Suite 300, O’Fallon, Illinois 62269 for the design of cross sections for widening and additional sidewalk and ramp details, and resubmittal to the Illinois Department of Transportation for review and approval for the Longacre Drive and Union Hill Road Traffic Signals project for the amount not to exceed FIVE THOUSAND FOUR HUNDRED DOLLARS AND NO CENTS ($5,400.00) 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
June 3, 2019

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

Subject: Scope of Additional Professional Services related to Longacre Drive & Union Hill Road Traffic Signals
(Proposed cross sections for widening and additional sidewalk and ramp details.)

Dear Mr. Harty:

The following is a listing of items not originally scoped for the original project, but are covered under the terms of the original contract for additional scope items.

- Complete cross sections for the widening in the NE and SE quadrants of the intersection. The sections will contain the modular block wall in the NE quadrant and sidewalk in the SE quadrant. Additional sidewalk and sidewalk ramp details at the intersection. Additional calculations required for the design as well as final notes. Design to be final and submitted with the final plan set for approval from IDOT. This is a lump sum additional contract. (Not to exceed $5,400)

We sincerely appreciate this opportunity to serve the City. If there are any questions concerning this scope, please do not hesitate to contact me. If this additional scope is acceptable, please sign below and return a copy to us for our files.

Accepted for the City of Fairview Heights:

____________________________
Mark Kupsay, Mayor
City of Fairview Heights

Thank you for your consideration of Horner & Shifrin.

Very truly yours,

____________________________
Brad Riechmann, P.E.
Associate Vice President
PROPOSED RESOLUTION NO. 37-'19

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT ON BEHALF OF THE CITY OF FAIRVIEW HEIGHTS WITH BAXMEYER CONSTRUCTION, INC. FOR THE PLEASANT RIDGE ROAD PHASE 2 IMPROVEMENTS PROJECT.

WHEREAS, the City has advertised for bids for labor, materials, and equipment for the Pleasant Ridge Road Phase 2 Improvements project as specified in the proposal; and

WHEREAS, Baxmeyer Construction, Inc. has submitted the lowest and best bid in the interest of the City pursuant to such advertisement for bid.

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

That the Mayor be and is hereby authorized to enter into, on behalf of the City, a contract with Baxmeyer Construction, Inc., 1034 Floraville Road, Waterloo, Illinois 62298 for work related to the Pleasant Ridge Road Phase 2 Improvements project for the sum of ONE MILLION FIVE HUNDRED TWENTY-TWO THOUSAND THREE HUNDRED SEVEN DOLLARS AND SEVENTY-SEVEN CENTS ($1,522,307.77) pursuant to the proposal documents attached hereto and marked “EXHIBIT A.”

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

PASSED:

APPROVED:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

KAREN J. KAUFHOLD – CITY CLERK
STATE OF ILLINOIS

COUNTY ST. CLAIR
CITY OF FAIRVIEW HEIGHTS
(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE PLEASANT RIDGE ROAD
SECTION NO. PHASE 2
TYPES OF FUNDS LOCAL

specifications (required) plans (required) contract bond (when required)

For Municipal Projects Submitted/Approved/Passed
☑ Mayor ☐ President of Board of Trustees ☐ Municipal Official

Date

For County and Road District Projects Submitted/Approved

Highway Commissioner

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

Department of Transportation

☐ Concurrence in approval of award

Regional Engineer

Date
1. THIS AGREEMENT, made and concluded the ______ day of ________________, Month and Year between the City ___________________________ of Fairview Heights acting by and through its City Council ___________________________ known as the party of the first part, and Baxmeyer Construction, Inc. ___________________________ his/their executors, administrators, successors or assigns, known as the party of the second part.

2. Witnesseth: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.

3. And it is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section Pleasant Ridge Rd, Ph 2, in Fairview Heights ___________________________ approved by the Illinois Department of Transportation on ________________, are essential documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

Attest: ___________________________ Clerk

(Seal)

(If a Corporation)

Corporate Name ___________________________

By ___________________________ President

(If a Co-Partnership)

Attest: ___________________________

Secretary

Partners doing Business under the firm name of ___________________________

(If an individual)
We, ____________________________

a/an) □ Individual □ Co-partnership □ Corporation organized under the laws of the State of ____________________,
as PRINCIPAL, and ____________________________ as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as “LA”) in the penal sum of ____________________________ Dollars (_________)

United States, well and truly to be paid unto said LA, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the LA acting through its awarding authority for the construction of work on the above section, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.
IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this ______________ day of __________________ A.D. __________

PRINCIPAL

(Company Name) (Company Name)

By: _______________________________ By: _______________________________

(Signature & Title) (Signature & Title)

Attest: _______________________________ Attest: _______________________________

(Signature & Title) (Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF ILLINOIS,

COUNTY OF _______________________________

I, ________________________________, a Notary Public in and for said county, do hereby certify that

______________________________

(Insert names of individuals signing on behalf of PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this ______________ day of __________________ A.D. __________

My commission expires _______________________________ _______________________________.

Notary Public

(SEAL)

SURETY

(Name of Surety)

By: _______________________________

(Signature of Attorney-in-Fact)

STATE OF ILLINOIS.

COUNTY OF _______________________________

I, ________________________________, a Notary Public in and for said county, do hereby certify that

______________________________

(Insert names of individuals signing on behalf of SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this ______________ day of __________________ A.D. __________

My commission expires _______________________________ _______________________________.

Notary Public

(SEAL)

Approved this ______________ day of __________________ , A.D. __________

Attest: _______________________________

(Awarding Authority)

_____________________________ Clerk

(Chairman/Mayor/President)
Illinois Department of Transportation

Local Public Agency
Formal Contract Proposal

PROPOSAL SUBMITTED BY

BAXMEYER CONSTRUCTION, INC.

Contractor's Name

1034 FLORENCIBLE ROAD

Street

WATERLOO IL 62298

P.O. Box

City State Zip Code

STATE OF ILLINOIS

COUNTY OF Saint Clair

City of Fairview Heights

(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE NO. Pleasant Ridge Road

SECTION NO. Phase 2

TYPES OF FUNDS Local

☑ SPECIFICATIONS (required) ☑ PLANS (required)

For Municipal Projects

Submitted/Approved/Passed

☑ Mayor ☐ President of Board of Trustees ☐ Municipal Official

Date

For County and Road District Projects

Submitted/Approved

Highway Commissioner

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.
Baxmeyer Construction, Inc.
1034 Floraville Road Waterloo, IL 62298

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED $124,375,000.00

<table>
<thead>
<tr>
<th>Classification</th>
<th>Limitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>001 EARTHWORK</td>
<td>$9,800,000</td>
</tr>
<tr>
<td>002 PCC PAVING</td>
<td>$11,150,000</td>
</tr>
<tr>
<td>005 HMA PAVING</td>
<td>$450,000</td>
</tr>
<tr>
<td>006 CLEAN &amp; SEAL CRACKS/JOINTS</td>
<td>$350,000</td>
</tr>
<tr>
<td>007 SOIL STABILIZATION &amp; MOD.</td>
<td>$850,000</td>
</tr>
<tr>
<td>012 DRAINAGE</td>
<td>$8,925,000</td>
</tr>
<tr>
<td>017 CONCRETE CONSTRUCTION</td>
<td>$2,425,000</td>
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<tr>
<td>018 LANDSCAPING</td>
<td>$225,000</td>
</tr>
<tr>
<td>034 DEMOLITION</td>
<td>$750,000</td>
</tr>
<tr>
<td>08A AGGREGATE BASES &amp; SURF. (A)</td>
<td>$1,875,000</td>
</tr>
<tr>
<td>09A HIGHWAY STRUCTURES</td>
<td>$1,625,000</td>
</tr>
</tbody>
</table>

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 4/25/2019 TO 4/30/2020 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION.


B Restricted to 1200 tons in any 1 contract (Class I and/or BAM) or as specified by local agency

[Signature]
Engineer of Construction
NOTICE TO BIDDERS

Sealed proposals for the improvement described below will be received at the office of the City Clerk, 10025 Bunkum Road, Fairview Heights, IL 62208 until 2:00 PM on July 2, 2019.

Sealed proposals will be opened and read publicly at the office of the Public Works Director, 10025 Bunkum Road, Fairview Heights, IL 62208 at 2:00 PM on July 2, 2019.

DESCRIPTION OF WORK

Name: Pleasant Ridge Road - Phase 2 Improvements
Location: Bunkum Road 2980.97 feet easterly to west of Pleasant Ridge Park (terminus of Phase 1)
Proposed Improvement: Removal and replacement of existing oil and chip surface with a PCC pavement (jointed), installation of closed drainage system, concrete curb and gutter and driveways, erosion controls, pavement markings, signage and other collateral works.

1. Plans and proposal forms will be available in the office of the City Clerk, 10025 Bunkum Road, Fairview Heights, IL 62208.

2. Prequalification
   If checked, the 2 low bidders must file within 24 hours after the letting an “Affidavit of Availability” (Form BC 57), in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and one original with the IDOT District Office.

3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.

4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
   a. BLR 12200: Local Public Agency Formal Contract Proposal
   b. BLR 12200a: Schedule of Prices
   c. BLR 12230: Proposal Bid Bond (if applicable)
   d. BLR 12325: Apprenticeship or Training Program Certification (do not use for federally funded projects)
   e. BLR 12326: Affidavit of Illinois Business Office

5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.

6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.

7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.

8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.

9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.
PROPOSAL

1. Proposal of_PAYNEYER CONSTRUCTION, INC._

for the improvement of the above section by the construction of Removal and replacement of existing oil and chip surface with a PCC pavement (jointed), installation of closed drainage system, concrete curb and gutter and driveways, erosion controls, pavement markings, signage, and other collateral works.

a total distance of 2980.97 feet, of which a distance of 2980.97 feet, (0.565 miles) are to be improved.

2. The plans for the proposed work are those prepared by Juneau Associates, Inc., P.C. and approved by the Department of Transportation on

3. The specifications referred to herein are those prepared by the Department of Transportation and designated as “Standard Specifications for Road and Bridge Construction” and the “Supplemental Specifications and Recurring Special Provisions” thereto, adopted and in effect on the date of invitation for bids.

4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the “Check Sheet for Recurring Special Provisions” contained in this proposal.

5. The undersigned agrees to complete the work within __________ working days or by November 30, 2020 unless additional time is granted in accordance with the specifications.

6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to:
The City of Fairview Heights Treasurer of __________ (__________).

7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check is placed in another proposal, it will be found in the proposal for: Section Number __________.

8. The successful bidder at the time of execution of the contract __________ be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.

9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.

10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.

11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this contract.

12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.
# SCHEDULE OF PRICES

**County**: Saint Clair  
**Local Public Agency**: City of Fairview Heights  
**Section**: Phase 2  
**Route**: Pleasant Ridge Road  

## Schedule for Multiple Bids

<table>
<thead>
<tr>
<th>Combination Letter</th>
<th>Sections Included in Combinations</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

## Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

**Bidder's Proposal for making Entire Improvements**: 1,533,507.77

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Items</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>TREE REMOVAL (6 TO 15 UNITS DIAMETER)</td>
<td>UNIT</td>
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<td>336.00</td>
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<td>2</td>
<td>TREE REMOVAL (OVER 15 UNITS DIAMETER)</td>
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<td>TREE REMOVAL, ACRES</td>
<td>ACRE</td>
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<td>61,000.00</td>
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<td>4</td>
<td>EARTH EXCAVATION</td>
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<td>4764</td>
<td>30.00</td>
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<td>5</td>
<td>TRENCH BACKFILL</td>
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<td>20.00</td>
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<td>7</td>
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<td>9</td>
<td>POTASSIUM FERTILIZER NUTRIENT</td>
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<td>10</td>
<td>MULCH, METHOD 2</td>
<td>ACRE</td>
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<td>11</td>
<td>EROSION CONTROL BLANKET</td>
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<td>1265</td>
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<td>22.50</td>
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<td>14</td>
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<td>6,610.00</td>
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<td>15</td>
<td>INLET AND PIPE PROTECTION</td>
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<td>AGGREGATE FOR TEMPORARY ACCESS</td>
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<td>23</td>
<td>BITUMINOUS MATERIALS (PRIME COAT)</td>
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<td>HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N70</td>
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<td>62.50</td>
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<td>30</td>
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<td>53</td>
<td>66.50</td>
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<td>31</td>
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<td>134</td>
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<td>33</td>
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<td>35</td>
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<td>36</td>
<td>COMBINATION CURB AND GUTTER REMOVAL</td>
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<td>39</td>
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<tr>
<td>40</td>
<td>PIPE HANDRAIL</td>
<td>FOOT</td>
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<td>43</td>
<td>PRECAST REINFORCED CONCRETE FLARED END SECTIONS 18&quot;</td>
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<td>Total Price</td>
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<td>58</td>
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<td>COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.18</td>
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<td>78.00</td>
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<td>CONNECTION TO EXISTING DRAINAGE STRUCTURE</td>
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<td>94</td>
<td>GROOVING FOR RECESSED PAVEMENT MARKING 7&quot;</td>
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<td>1,536.10</td>
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CONTRACTOR CERTIFICATIONS

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.

2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

   A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

   A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.

4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative Code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be cancelled.
SIGNATURES

(If an individual)

Signature of Bidder ________________________________

Business Address ________________________________

(If a partnership)

Firm Name ________________________________

Signed By ________________________________

Business Address ________________________________

Inset Names and Addresses of All Partners

(If a corporation)

Corporate Name BAXMEYER CONSTRUCTION, INC.

Signed By __________________

President

Business Address 1034 FLOXVILLE ROAD

WATERLOO, IL 62298

Insert Names of Officers

President DAVID BAXMEYER

Secretary DENNIS BAXMEYER

Treasurer DENNIS BAXMEYER

Attest: __________________

Secretary

Printed 5/23/2019  Page 9 of 9  BLR 12200 (01/08/14)
PAPER BID BOND

WE Baxmeyer Construction, Inc. as PRINCIPAL, and Travelers Casualty and Surety Company of America as SURETY, are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as “LA”) in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly to pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the “Standard Specifications for Road and Bridge Construction” and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 28th day of June, 2019.

Principal

Baxmeyer Construction, Inc.

By: ________________________________

(Signature and Title)

David R. Baxmeyer (Signature and Title)

President

SURETY

Travelers Casualty and Surety Company of America

By: ________________________________

(Signature of Attorney-in-Fact)

Kristen M. Kortum

(Company Name)

(State of Surety)

STATE OF ILLINOIS,

COUNTY OF Monroe

I, Debra Nobbe, a Notary Public in and for said county, do hereby certify that David R. Baxmeyer and Kristen M. Kortum (insert names of individuals signing on behalf of PRINCIPAL & SURETY) who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 28th day of June, 2019.

My commission expires October 18, 2022

“OFFICIAL SEAL”

DEBRA NOBBE

Notary Public, State of Illinois

My Commission Expires 10/18/2022

ELECTRONIC BID BOND

☐ Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

________________________________________

Electronic Bid Bond ID Code

________________________________________

(Company/Bidder Name)

(Company Name)

________________________

(Signature and Title)

Date
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Kristen M Kortum of Saint Louis Missouri, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.

By: Robert L. Raney, Sefior Vice President

My Commission expires the 30th day of June, 2021

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognition, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognition, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 28th day of June, 2019

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.
All contractors are required to complete the following certification:

☐ For this contract proposal or for all groups in this deliver and install proposal.

☐ For the following deliver and install groups in this material proposal:

Ilinois Department of Transportation policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidders’ subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor’s Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

I. Except as provided in paragraph IV below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.

II. The undersigned bidder further certifies for work to be performed by subcontract that each of its subcontractors submitted for approval either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.

III. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder’s employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

Laborer-Illinois Labors & Contractors Training Trust Fund
Operator-Operating Engineers Joint Apprenticeship and Training Fund
Finisher-Cement Masons Joint Apprenticeship & Training Fund
Teamster-Teamsters Joint Council #25 Training Fund
Carpenter-Carpenters Joint Training Fund
Iron Worker-Iron Workers Joint Apprenticeship Committee & Training Fund
IV. Except for any work identified above, any bidder or subcontractor that shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforce and positions of ownership. □

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Department at any time before or after award may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. In order to fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

Bidder: Baxmeyer Construction, Inc.  
Address: 1034 Floraville Road, Waterloo, IL  
By:  
Title: President
Illinois Department of Transportation

Affidavit of Illinois Business Office

County: Saint Clair
Local Public Agency: City of Fairview Heights
Section Number: Phase 2
Route: Pleasant Ridge Road

State of Illinois, ss.
County of Monroe

I, David Baxmeyer of Waterloo, Illinois, being first duly sworn upon oath, states as follows:

1. That I am the President of Baxmeyer Construction, Inc. (bidder).
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under this proposal, Baxmeyer Construction, Inc. (bidder), will maintain a business office in the State of Illinois which will be located in Monroe County, Illinois.
4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

I, David Baxmeyer, President of Baxmeyer Construction, Inc., do hereby swear that the statements I have made are true and correct.

This instrument was acknowledged before me on 2nd day of July, 2019.

(SEAL)

"OFFICIAL SEAL"
DEBRA NOBBE
Notary Public, State of Illinois
My Commission Expires 10/18/22

David Baxmeyer
Printed Name of Affiant

Printed 6/13/2019

BLR 12326 (01/08/14)
CITY OF FAIRVIEW HEIGHTS, ILLINOIS
PROJECT LABOR AGREEMENT

As adopted on November 10, 2004 by the Southwestern Illinois Building & Construction Trades Council Board of Business Agents

This Agreement is entered into this ___ day of ____________, 2015 by and between ____________ and the Southwestern Illinois Building Trades Council (SIBTC) for and on behalf of its affiliates which sign a “Union Letter of Assent” (Signatory Union Affiliates) for this Project Labor Agreement, hereinafter referred to as the “Union.” This Agreement shall apply to work performed by the Employer and its Contractors and Subcontractors on Construction known as ____________________________

ARTICLE I - INTENT AND PURPOSES

1.1 This Project Agreement shall apply and is limited to the recognized and accepted historical definition of new construction work under the direction of and performed by the Contractor(s), of whatever tier, which may include the Project Contractor, who have contracts awarded for such work on the Project. Such work shall include site preparation work and dedicated off-site work.

The Project is defined as:

________________________________________

1.2 It is agreed that the Project Contractor shall require all Contractors of whatever tier who have been awarded contracts for work covered by this Agreement, to accept and be bound by the terms and conditions of this Project Agreement by executing the Letter of Assent (Attachment A) prior to commencing work. The Project Contractor shall assure compliance with this Agreement by the Contractors. It is further agreed that the terms and conditions of this Project Agreement shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements, (including all vertical agreements), except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, and the National Agreement of the International Union of Elevator Constructors.

1.3 The Contractor agrees to be bound by the terms of the Collective Bargaining Agreements and amendments thereto of the Signatory Union Affiliates and the applicable employers association, if any, with the Signatory Union Affiliates with which it has a present bargaining relationship. If there has previously been no such bargaining relationship, the contractor or subcontractor shall sign and be bound to all such agreements with Signatory Union Affiliates as outlined in the scope of work in the required pre-job conference. Such agreements are incorporated herein by reference. In order to comply with the requirements of the various fringe benefit funds to which the Contractor is to contribute, the Contractor shall sign such participation agreements as are necessary and will honor the fringe benefit collection procedures as required by the Collective Bargaining Agreement with the Signatory Union Affiliate.
The Contractor and the Union agree that should the Collective Bargaining Agreement (CBA) of any Signatory Union Affiliate expire prior to the completion of this project, the expired contracts' terms will be maintained until a new CBA is ratified. The wages, and fringe benefits included in any new CBA will be effective on the effective date of the newly negotiated CBA unless wage and fringe benefit retroactivity is agreed upon by the bargaining parties.

Nothing contained herein shall be construed to prohibit, restrict or interfere with the performance of any other operation work, or function which may occur at the Project site or be associated with the development of the Project.

This Agreement shall only be binding on the signatory parties hereto and shall not apply to their parents, affiliates, subsidiaries, or Non-Signatory Union Affiliates.

The Owner and/or the Project Contractor have the absolute right to select any qualified bidder for the award of contracts on this Project without reference to the existence or nonexistence of any agreements between such bidder and any party to this Agreement; provided, however, only that such bidder is willing, ready and able to become a party to and comply with this Project Agreement, should it be designated the successful bidder.

Items specifically excluded from the scope of this Agreement include but are not limited to the following: (list all items to be excluded).

The provisions of this Project Agreement shall not apply to (Owner), and nothing contained herein shall be construed to prohibit or restrict (Owner) or its employees from performing work not covered by this Project Agreement on the Project site. As areas and systems of the Project are inspected and construction tested by the Project Contractor or Contractors and accepted by the Owner, the Project Agreement will not have further force or effect on such items or areas, except when the Project Contractor or Contractors are directed by the Owner to engage in repairs, modifications, check-out, and warranty functions required by its contract with the Owner during the term of this Agreement.

It is understood that the Owner, at its sole option, may terminate, delay and/or suspend any or all portions of the Project at any time.

It is understood that the liability of any employer and the liability of a Signatory Union Affiliate and the SIBTC under this Agreement shall be several and not joint. Provided that the SIBTC or a Signatory Union Affiliate comply with their own obligations under this Agreement, the SIBTC and non-breaching Signatory Union Affiliates will not be liable for a breach of this Agreement by a breaching Signatory Union Affiliate or any action taken by a Non-Signatory Union Affiliate. The Union agrees that this Agreement does not have the effect of creating any joint employer status between or among the Owner, Contractor(s) or any employer.

Each affiliate union of the SIBTC representing employees engaged in construction work covered by this Agreement shall be requested to sign the “Union Letter of Assent”, in the form attached hereto; provided, that the failure of any affiliate union to sign such Union Letter of Assent prior to commencement of construction work shall not diminish the applicability of this Agreement to the SIBTC and the union affiliates which have signed a Union Letter of Assent. Affiliates unions that have signed the Union Letter of Assent will be referred to as “Signatory Union Affiliates” and affiliate
unions that have not signed the Union Letter of Assent will be referred to as "Non-Signatory Union Affiliates."

**ARTICLE II - RECOGNITION**

2.1 The Contractor recognizes the SIBTC and the Signatory Union Affiliates as the sole and exclusive bargaining representatives for its craft employees employed on the job site. Signatory Union Affiliates will have recognition on the project for their craft.

**ARTICLE III - ADMINISTRATION OF AGREEMENT**

3.1 In order to assure that all parties have a clear understanding of the Agreement, to promote harmony and address potential problems, a pre-job conference will be held with the Contractor, SIBTC Representatives and all signatory parties prior to the start of any work on the project.

3.2 Representatives of the Contractor and the Union shall meet as required but not less than once a month to review the operation of this Agreement. The representatives at this meeting shall be empowered to resolve any dispute over the intent and application of the Agreement.

3.3 The Contractor shall make available in writing to the Union no less than one week prior to these meetings a job status report, planned activities for the next 30 day period, actual numbers of craft employees on the project and estimated numbers of employees by craft required for the next 30 day period. The purpose of this report is to allow time to address any potential jurisdictional problems and to ensure that no party signatory to the Agreement is hindering the continuous progress of the project through a lack of planning or shortage of manpower.

**ARTICLE IV - HOURS OF WORK OVERTIME SHIFTS & HOLIDAYS**

4.1 The standard work day shall be an established consecutive eight (8) hour period between the hours of 7:00 a.m. and 5:00 p.m. with one-half hour designated as unpaid period for lunch. The standard work week shall be five (5) consecutive days of work commencing on Monday. Starting time which is to be established at the pre-job conference will be applicable to all craft employees on the project. Should job conditions dictate a change in the established starting time and/or a staggered lunch period on certain work of the project or with individual crafts, the Contractor, Business Managers of the Signatory Union Affiliates involved and the SIBTC shall mutually agree to such changes. If work schedule change cannot be mutually agreed to between these parties, the hours fixed in the Agreement shall prevail.

4.2 All time before and after the established work day of eight (8) hours, Monday through Friday and all time on Saturday shall be paid in accordance with each crafts current collective bargaining agreement. All time on Sundays and Holidays shall be paid for at the rate of double time.

(a) Fringe benefit payments for all overtime work shall be paid in accordance with each Signatory Union Affiliate's current Collective Bargaining Agreement.
4.3 Shift work, if used, shall be as provided in the collective bargaining agreement of each affected Signatory Union Affiliate.

4.4 Recognized Holidays shall be as follows: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day (to be celebrated on November 11), Thanksgiving Day and Christmas Day. No work will be performed on Labor Day under any consideration, except in an extreme emergency and then only after consent is given by the Business Manager of the Signatory Union Affiliates.

ARTICLE V - ABSENTEEISM

5.1 The Contractor and the Union agree that chronic and/or unexcused absenteeism is undesirable and must be controlled. Employees that develop a record of such absenteeism shall be identified by the Contractor to the appropriate referral facility and the Contractor shall support such action with the work record of the involved employee. Any employee terminated for such absenteeism shall not be eligible for rehire on the project for a period of no less than ninety (90) days.

ARTICLE VI - MANAGEMENT RIGHTS

6.1 The Contractor retains and shall exercise full and exclusive authority and responsibility for the management of its operations, except as expressly limited by the terms of this Agreement and the collective bargaining agreements of the Signatory Union Affiliates.

ARTICLE VII - GENERAL WORKING CONDITIONS

7.1 Employment begins and ends at the project site, to be determined at the Pre-Job Conference.

7.2 Employees shall be at their place of work at the starting time and shall remain at their place of work until quitting time. The parties reaffirm their policy of a fair day's work for a fair day's pay.

7.3 The Contractor may utilize brassing, or other systems to check employees in and out. Should such procedures be required, the techniques and rules regarding such procedures shall be established by mutual consent of the parties at the pre-job conference.

7.4 There shall be no limit on production by workmen nor restrictions on the full use of tools or equipment. Craftsmen using tools shall perform any work of their trade and shall work under the direction of the craft foreman. There shall be no restrictions on efficient use of manpower other than as may be required by safety regulations.

7.5 Crew Foreman shall be utilized as per the existing collective bargaining agreements. The Contractor agrees to allow crew foremen ample time to direct and supervise their crew. The Union agrees there will be no restrictions placed on crew foreman's ability to handle tools and materials.

7.6 The Contractor may utilize the most efficient methods or techniques of construction, tools or other labor saving devices to accomplish the work. Practices not a part of the terms and conditions of this Agreement will not be recognized.
7.7 Should overtime work be required, the Contractor will have the right to assign specific employees and/or crews to perform such overtime work as is necessary to accomplish the work.

7.8 The Contractor may establish such reasonable project rules as the Contractor deems appropriate. These rules will be reviewed and established at the pre-job conference and posted at the project site by the Contractor.

7.9 It is recognized that specialized or unusual equipment may be installed on the project and in such cases, the Union recognizes the right of the Contractor to involve the equipment supplier or vendor’s personnel in supervising the setting of the equipment, making modifications and final alignment which may be necessary prior to and during the start-up procedure, in order to protect factory warranties.

7.10 In order to promote a harmonious relationship between the equipment or vendor’s personnel and the Building Trades craftsmen, a meeting shall be held between the Contractor and the Unions prior to any involvement on the project by these personnel. The Contractor will inform the Union of the nature of involvement by these personnel and the numbers of personnel to be involved, allowing ample time for the Union representatives to inform their stewards prior to the start of any work.

ARTICLE VIII - SAFETY

8.1 The employees covered the terms of this Agreement shall at all times while in the employ of the Contractor be bound by the safety rules and regulations as established by the Contractor in accordance with the Construction Safety Act and OSHA.

a. These rules and regulations will be published and posted at conspicuous places throughout the project.

8.2 In accordance with the requirements of OSHA, it shall be the exclusive responsibility of each Contractor on a jobsite to which this Agreement applies, to assure safe working conditions for its employees and compliance by them with any safety rules contained herein or established by the Contractor. Nothing in this Agreement will make the SIBTC or any of its affiliates liable to any employees or to other persons in the event that injury or accident occurs.

ARTICLE IX - SUBCONTRACTING

9.1 The Project Contractor agrees that neither it nor any of its contractors or subcontractors will subcontract any work to be done on the Project except to a person, firm or corporation who is or agrees to become party to this Agreement. Any contractor or subcontractor working on the Project shall, as a condition to working on said Project, become signatory to and perform all work under the terms of this Agreement.

ARTICLE X - UNION REPRESENTATION

10.1 Authorized representatives of the SIBTC and its Signatory Union Affiliates shall have access to the project provided they do not interfere with the work of the employees and further provided that such representatives fully comply with the visitor and security rules established for the project.
10.2 Each Signatory Union Affiliate shall have the right to designate a working journeyman as a steward. Such designated steward shall be a qualified worker performing the work of that craft and shall not exercise any supervisory functions. Each steward shall be concerned with the employees of the steward's employer and not with the employees of any other employer.

10.3 The working steward will be paid at the applicable wage rate for the job classification in which he is employed.

10.4 The working steward shall not be discriminated against because of his activities in performing his duties as steward, and except as otherwise provided in local agreements, shall be the last employee in his craft to be laid off in any reduction in force. Stewards will be subject to discharge to the same extent that other employees are only after notification to the Union Representative. The Contractor will permit stewards sufficient time to perform the duties inherent to a steward's responsibilities. Stewards will be offered available overtime work if qualified.

ARTICLE XI - DISPUTES AND GRIEVANCES

11.1 This Agreement is intended to provide close cooperation between management and labor. Each of the Signatory Union Affiliates will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruptions, delays, or work stoppages.

11.2 The Contractors, Union, and the employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the grievance arbitration provisions set forth in this Article.

11.3 Any question or dispute arising out of and during the term of this Project Agreement (other than trade jurisdictional disputes) shall be considered a grievance and subject to resolution under the following procedures:

Step 1. (a) When any employee subject to the provisions of this Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, through his or her local union business representative or job steward, shall, within five (5) working days after the occurrence of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the local union or the job steward and the work-site representative of the involved Contractor and the Project Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the Project Contractor) at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.

(b) Should the Local Union(s) or the Project Contractor or any Contractor have a dispute with the other party and, if after conferring a settlement is not reached within three (3) working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.
Step 2. The International Union Representative and the involved Contractor shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.

Step 3. (a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Contractor and the involved Union shall attempt mutually to select an arbitrator, but if they are unable to do so, they shall request the American Arbitration Association to provide them with a list of arbitrators from which the Arbitrator shall be selected. The rules of the American Arbitration Association shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be formal and binding on all parties. The fee and expenses of such Arbitration shall be borne equally by the Contractor and the involved Local Union(s).

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him or her, and he or she shall not have authority to change, amend, add to or detract from any of the provisions of this Agreement.

11.4 The Project Contractor and Owner shall be notified of all action at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

ARTICLE XII - JURISDICTIONAL DISPUTES

12.1 The assignment of work will be solely the responsibility of the Contractor performing the work involved, in accordance with applicable Collective Bargaining Agreements and past practices. To the extent that past practice is a factor in assigning work under the Project Labor Agreement, including assignments under any collective bargaining agreements to which any of the signatory contractors hereto may be a party, the practice to be applied shall be that followed within the geographical area encompassed by the Southwestern Illinois Building and Construction Trades Council. The practice followed in any other geographical area, even though a Union signatory to this Project Labor Agreement may also represent employees in that area, shall not be a factor in the assignment. All jurisdictional disputes between or among Building and Construction Trades Unions and employees and the Contractor, parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractor and Union parties to this Agreement.

12.2 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

12.3 Each Contractor will conduct a pre-job conference with the appropriate Building and Construction Trades Council prior to commencing work. The Project Contractor and the Owner will be advised in advance of all such conferences and may participate if they wish.
ARTICLE XIII - WORK STOPPAGES AND LOCKOUTS

13.1 During the term of this Agreement there shall be no strikes, picketing, work stoppages, slow downs or other disruptive activity for any reason by the SIBTC, its Signatory Union Affiliates or by any employee and there shall be no lockout by the Contractor. Failure of any Signatory Union Affiliate or employee to cross any picket line established at the project site is a violation of this Article.

13.2 The SIBTC and its Signatory Union Affiliates shall not sanction, aid or abet, encourage or continue any work stoppage, picketing or other disruptive activity and will not make any attempt of any kind to dissuade others from making deliveries to or performing services for or otherwise doing business with the Contractor at the project site. Should any of these prohibited activities occur the SIBTC and the Signatory Union Affiliates will take the necessary action to end such prohibited activities.

13.3 No employee shall engage in any activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the same project for a period of not less than ninety (90) days.

13.4 Neither the SIBTC nor its Signatory Union Affiliates, will be liable for acts of employees for whom it has no responsibility. The principal officer or officers of the SIBTC will immediately instruct, order and use the best efforts of his office to cause Signatory Union Affiliates to cease any violations of this Article. The SIBTC in its compliance with this obligation shall not be liable for unauthorized acts of Signatory Union Affiliates or Non-Signatory Union Affiliates. The principal officer or officers of any involved Signatory Union Affiliate will immediately instruct, order or use the best effort of his office to cause the employees the union represents to cease any violations of this Article. A union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of the Contractor to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.

13.5 In lieu of any action at law or equity, any party shall institute the following procedure when a breach of this Article is alleged, after all involved parties have been notified of the fact.

a. The party invoking this procedure shall notify whom the parties agree shall be the permanent arbitrator under this procedure. In the event the permanent arbitrator is unavailable at any time, he shall appoint his alternate. Notice to the arbitrator shall be by the most expeditious means available, with notice by telegram or any effective written means to the party alleged to be in violation and all involved parties.

b. Upon receipt of said notice the arbitrator named above shall set and hold a hearing within twenty-four (24) hours if it is contended the violation still exists but not before twenty-four (24) hours after the telegraph notice to all parties involved as required above.
c. The Arbitrator shall notify the parties by telegram or any other effective written means, of the place and time he has chosen for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Arbitrator.

d. The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred. The Award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an Opinion. If any party desires an Opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Arbitrator may order cessation of the violation of this Article, and such Award shall be served on all parties by hand or registered mail upon issuance.

e. Such Award may be enforced by any court of competent jurisdiction upon the filing of the Agreement and all other relevant documents referred to herein above in the following manner. Telegraphic notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's Award as issued under Section 13.5 of this Article, all parties waive the right to a hearing and agree that such proceedings may be exparte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's Award shall be served on all parties by hand or by delivery to their last known address or by registered mail.

f. Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by parties to whom they accrue.

g. The fees and expenses of the Arbitrator shall be borne by the party or parties found in violation, or in the event no violation is found, such fees and expenses shall be borne by the moving party.

h. If the Arbitrator determines in accordance with Section 13.5 that the SIBTC or a Signatory Union Affiliate has violated Article XIII, the SIBTC or the Signatory Union Affiliate shall, within eight (8) hours of receipt of this Award, direct all employees they represent at the project to immediately return to work. If the employees do not return to work at the beginning of the next regularly scheduled shift following receipt of the Arbitrator's Award, and the SIBTC or Signatory Union Affiliate have not complied with Section 13.4 above, then the SIBTC or the Signatory Union Affiliate which has not complied with Section 13.4 shall pay the sum of ten thousand dollars ($10,000) as liquidated damages to the affected owner, and shall pay an additional ten thousand dollars ($10,000) per shift for each shift thereafter on which the employees have not returned to work. The Arbitrator shall retain jurisdiction to determine compliance with this Section and Section 13.4, and to assess liquidated damages.
ARTICLE XIV - GENERAL SAVINGS CLAUSE

14.1 If any Article or provision of this Agreement shall be declared invalid, inoperative or unenforceable by operation of law or by any of the above mentioned tribunals of competent jurisdiction, the remainder of this Agreement or the application of such Article or provision to persons or circumstances other than those as to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.

ARTICLE XV - TERM OF AGREEMENT

15.1 This Agreement shall be in full force as of and from the date of the Notice of Award to the Final Acceptance of all applicable contractors.

IN WITNESS WHEREOF, the respective duly authorized representatives of the parties hereto have executed this Agreement on the date set forth opposite their respective signatures.

Date: 9-2-19

DAVID BAXMEYER
CONSTRUCTION, INC.
1034 FLOREAU ROAD
WATERLOO, IL 62288
618-939-3000

Date: __________________________

Dale Stewart, Exec. Sec.-Treas.
Southwestern Illinois Building & Construction Trades Council
2A Meadow Heights Professional Park
Collinsville, IL 62234
ADDENDUM NO. 1
PLEASANT RIDGE ROAD PHASE 2 IMPROVEMENTS
FAIRVIEW HEIGHTS, ILLINOIS
JUNE 27, 2019

Plans:

Replace with attached revised Cover Sheet which includes St. Clair County Sec. 19—00354-03-PV.

Replace with attached revised Plan Sheets as follows:

Sheet No. 13, Removal,
Sheet No. 16, Plan and Profile, and
Sheet No. 48, Miscellaneous.

Specifications:

Special Provisions, Pages 3, 4 and 5, Sequence of Construction:

Replace with attached revised Pages 3, 4 and 5, Sequence of Construction.

Special Provisions, Pages 14 and 15, Storm Sewer (Water Main Requirements) 15 Inch, 18 Inch, and 24 Inch:

The use of C900 Water Main Pipe is acceptable in lieu of SDR 26 Storm Sewer Pipe.

Acknowledge receipt of this addendum No. 1 by signing, dating, and returning with your proposal.

[Signature] 6-27-19

[Company Name]

[Street Address] [City, State, Zip Code]
PROPOSED RESOLUTION NO. 38-'19

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A PERMANENT GAS LINE EASEMENT WITHIN THE MUNICIPAL COMPLEX PROPERTY WITH AMEREN ILLINOIS.

WHEREAS, Ameren Illinois is requesting from the City permanent easement to begin just to the west of the Police Department and proceed north to the rear of the municipal complex and terminate in the lawn area of the radius leading to The Annex building for the installation of a gas line to serve the generator install for AT&T within the cell tower facility.

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

That the City of Fairview Heights does hereby authorize the Mayor to sign a Permanent Easement to Ameren Illinois to begin just to the west of the Police Department and proceed north to the rear of the municipal complex and terminate in the lawn area of the radius leading to The Annex building for the installation of a gas line to serve the generator install for AT&T within the cell tower facility per the Easement 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
Pipeline Easement

REMS INFORMATION
Agreement ID: AIC-201906-3096
Project ID: 28050

EASEMENT
(Pipeline)

10025 Bunkum Road
Fairview Heights, Illinois 62208

KNOW ALL MEN BY THESE PRESENTS, this _______ day of ________________, 20__, that CITY OF FAIRVIEW HEIGHTS, a municipal corporation, its successors and assigns, whether one or more and whether an individual, individuals, a corporation, or other legal entity (hereinafter "Grantor"), for and in consideration of the sum of One and No/100ths Dollars ($1.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby grant unto AMEREN ILLINOIS COMPANY D/B/A/ AMEREN ILLINOIS, its successors and assigns (hereinafter "Grantee"), a perpetual Easement with the right, privilege, and authority of Grantee, its agents, contractors, and subcontractors to survey, stake, construct, reconstruct, replace, use, operate, maintain, patrol, test, inspect, protect, repair, modify, add to the number of, abandon, or retire in place, and remove a pipeline or pipelines for the transportation of gas or other substances, consisting of piping, hardware, valves, communication lines, and other appurtenances thereto, together with the authority to extend to any other party the right to use, pursuant to the provisions hereof, upon, over, across, and under the following described land in Section 29, Township 2 North, Range 8 West, 3rd P.M., St. Clair County, Illinois, to-wit:

Property Description: Deed Bk. 2434, Pg. 1079 Recorded at St. Clair County Recorder's Office

A part of the Northwest quarter of the Northeast quarter of Section 29, Township 2 North, Range 8 West of the Third Principal Meridian, St. Clair County, Illinois; being more particularly described as follows, to-wit:

Beginning at a point in the East line of the Northwest quarter of the Northeast quarter of said Section 29, said point being 499.81 feet South of an old stone marking the Northeast corner of said quarter-

Approved by Ameren Services
August 2018
quarter Section; thence in a Southwesterly direction at an angle of 46 degrees 38 minutes 41 seconds with said East line, a distance of 213.49 feet; thence in a Westerly direction, parallel with the North line of said quarter-quarter a distance of 1,082.12 feet, more or less to a point that is 80 feet East of the center line of County Highway 34 (also known as Bunkum Road); reference being had to the plat thereof recorded in the Recorder's Office of said County in Book of Plats "38" on pages 8, 8, 10; thence in a Southerly direction, 60 feet from and parallel to said center line, a distance of 802.3 feet, more or less, to the South line of said quarter-quarter thence in a Easterly direction, along said South line, a distance of 1,214.35 feet, more or less, to the Southeast corner of said quarter-quarter; thence in a Northerly direction, along the East line of said quarter-quarter a distance of 809.04 feet, more or less, to the point of beginning.

Excepting from the above, a tract of land used as a cemetery said tract being more particularly described as follows:

Commencing the survey thereof at a point in the South line of said quarter-quarter that is 1,000 feet East of an iron pipe marking the Southwest corner of said quarter-quarter, thence in a Northerly direction at right angles to said South line, a distance of 253.2 feet; thence in a Northeasterly direction, at an angle of 63 degrees with the last described course, a distance of 111.25 feet to the Southwest corner of an iron fence, said corner being the point of beginning of the cemetery tract intended to be described herein; thence continuing along the last described course, a distance of 39.25 feet, to the Southeast corner of an iron fence thence in a Northerly direction with an interior angle of 101 degrees 45 minutes with the last described line, a distance of 48.5 feet to an iron fence corner; thence in a Southwesterly direction at an interior angle of 65 degrees 46 minutes with the last described line, a distance of 39.25 feet, to an iron fence corner; thence in a Southerly direction to an interior angle of 118 degrees 04 minutes with the last described line, a distance of 40 feet, to the point of beginning.

Except the coal underlying the surface of said land all rights and easements in favor of the estate of said coal.

Parcel ID: 03-29.0-200-021

Easement Description:

A strip of land TWENTY (20) feet in width, extending upon, over, across and under the above described real estate being more particularly described as follows:

The said centerline of TWENTY (20) foot strip of land is generally described that has a Point of Commencement at the Southwest property corner abutting the East right-of-way line of Bunkum Road, thence East along the South property line approximately SIX HUNDRED SEVENTEEN (617) feet to the Point of Beginning.

From the Point of Beginning due North approximately FOUR HUNDRED FIFTEEN (415) feet to the Point of Termination and as shown in the attached hereto Exhibits "A" and "B."

The center line of said TWENTY (20) foot strip shall be established as the longitudinal center of said natural gas pipeline as initially constructed. Upon any reconstruction, removal, replacement or substitution of said natural gas pipeline, in whole or in part, the location of said pipeline and appurtenances therein may be modified, however as nearly as practical, such pipeline and appurtenances shall be located over and upon said centerline of the natural gas pipeline as theretofore constructed or erected.

Together with all rights and privileges for the exercise and enjoyment of said Easement rights.

Grantor also conveys the right of ingress and egress to and over the above-described Easement area and premises of Grantor adjoining the same, for all purposes herein stated; together with the right to trim, control the growth, cut and remove or cause to be removed at any time and from time to time, by any means, any and all brush, bushes, saplings, trees, roots, undergrowth, rock, overhanging branches, and other obstructions upon, over, and under the surface of said Easement area and of the premises of Grantor.

Approved by Ameren Services
August 2018
adjoining the same deemed by Grantee to interfere with the exercise and enjoyment of Grantee's rights hereunder, or endanger the safety of said facilities.

Grantee shall be responsible for actual damages (except the cutting and trimming of trees and other vegetation) occurring on the herein described property as a result of the construction, operation, maintenance, or repair of Grantee's facilities and shall reimburse the owner thereof for such loss or damages.

Grantor, for itself, its successors, and assigns, does hereby warrant and covenant unto Grantee, (1) that Grantor is the owner of the above-described land and has the full right and authority to grant this Easement, (2) that Grantee may quietly enjoy the premises for the purposes herein stated, and (3) that Grantor will not create or permit any building or other obstruction or condition of any kind or character upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the Easement rights hereinabove conveyed.

The undersigned hereby waive and release any and all homestead and other marital rights they may have pursuant to Illinois law.

This Easement shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, the said Grantor has hereunto caused this Easement to be signed by the Mayor on this ______ day of ______________________, 20______

CITY OF FAIRVIEW HEIGHTS
By: __________________________
Mark T. Kupsky, Mayor

STATE OF ILLINOIS

COUNTY OF ____________________

I, ____________________________, a notary public in and for said County and State aforementioned, do hereby certify that Mark T. Kupsky, personally known to me to be the Mayor of the City of Fairview Heights, a municipal corporation and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged under oath that such Mayor of said municipal corporation, he signed and delivered the said instrument as Mayor and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the City Council of said municipal corporation as their free and voluntary act as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of ______________, A. D. 20____.

______________________________
Notary Public

Prepared by: Ameren Illinois
Clay Frankenreiter, Real Estate
1050 West Blvd.
Belleville, IL 62221

Return to: Same as above

CAF
WR# IPMS 168825
06/05/19
Approved by Ameren Services
August 2018
EXHIBIT "A"

Part of the NE ¼ of the NW ¼ of Sec. 29, T2N, R8W, OF 3rd P.M., St. Clair County

Approved by Ameren Services
August 2018
EXHIBIT "B"
Part of the NE ¼ of the NW ¼ of Sec. 29, T2N, R8W, OF 3RD P.M., St. Clair County

City of Fairview Heights
09-29.0-200-021

Approved by Ameren Services
August 2018
PROPOSED RESOLUTION NO. 39-'19

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A RIGHT-OF-WAY USE AGREEMENT WITH THE FAIRVIEW HEIGHTS WOMEN’S CLUB FOR THE CREATION OF A POLLINATOR HABITAT ON PLEASANT RIDGE ROAD.

WHEREAS, the Fairview Heights Women’s Club is requesting permission to utilize the City’s right-of-way located at 625 Pleasant Ridge Road for the creation of a pollinator habitat by planting flowers and flowering bushes and maintaining this right-of-way area.

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

That the City of Fairview Heights does hereby authorize the Mayor to sign a Right-of-Way Use Agreement with the Fairview Heights Women’s Club utilizing the City’s right-of-way located at 625 Pleasant Ridge Road for the creation of a pollinator habitat by planting flowers and flowering bushes and maintaining this right-of-way area per the Right-of-Way Use 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

ATTEST: CITY OF FAIRVIEW HEIGHTS

KAREN J. KAUFHOLD - CITY CLERK
EASEMENT AND RIGHT-OF-WAY AGREEMENT

Prepared by: Becker, Hoerner & Ysursa, P.C.

After recording return to:

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

Project: Pleasant Ridge Road Pollinator Habitat Right of Way Agreement

THIS INDENTURE, made this ______ day of July, 2019, by and between the City of Fairview Heights, Illinois, organized and existing under the laws of the State of Illinois, having an office for the transaction of business at 10025 Bunkum Road, Fairview Heights, Illinois, 62208, hereinafter referred to as the "Grantor," and the City of Fairview Heights Women's Club, hereinafter referred to as the "Grantee."

WITNESSETH:

The Grantor, in consideration of the covenants and agreements hereinafter recited and the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby give, grant, and convey unto the Grantee, its successor and assigns, a free uninterrupted and unobstructed right of way in, under, across, and over the right of way property of the Grantor situated in St. Clair County, Illinois; said right of way to be described as follows:

A 768 square foot area of land, being more particularly described in the attached Exhibit A.

And as shown in the attached Exhibit A hereto and made a part hereof, for the purpose of creating a pollinator habitat.

The right of the Grantee to freely use and enjoy its interest in the premises is reserved to the Grantor, its successors and assigns insofar as the exercise thereof does not endanger or interfere with the operation and maintenance of the adjacent land. No building, structure, or similar improvements shall be erected within said right of way, nor shall the premises be used for anything except the creation of a pollinator habitat, without the consent of the Grantor.

The Grantee agrees, by acceptance of this Deed of Easement and Right of Way that, upon termination of this Agreement, the premises shall be restored to as nearly as possible the same condition as existed when this Agreement went into effect, provided that Grantor shall not be obligated to restore landscaping, all such work to be done at the expense of the Grantee.

TO HAVE AND TO HOLD the above granted right of way unto the Grantee, its successors and assigns, forever, unless and until Grantor terminates said Agreement.

And the Grantor does further covenant with the Grantee as follows:

1. That the Grantor has good title to the real estate hereby subjected to said right of way in order to convey said real estate to the Grantee.

2. That the Grantee shall quietly enjoy said right of way.

3. That no official, director, officer, agent or employee of the Grantor shall be charged personally or held
contractually liable under any term or provision of this Agreement, or because of their execution, approval or attempted execution of this Agreement.

4. **Grantor**, its successors or assigns assume no liability or responsibility to **Grantee**, or any person using said right of way by invitation of **Grantee**, express or implied, or by reason of any use conducted by **Grantee**.

5. **Grantee** shall be strictly liable for all damages and losses caused by or arising out of the maintenance, repair, replacement, or operation of the premises or activities upon the right of way area that may be asserted against **Grantor**. **Grantee** agrees to defend, indemnify and hold harmless **Grantor** from and against any and all claims, demands and causes of action for injury, including death, or damage to persons or property or fines or penalties or environmental matters arising out of, incidental to or resulting from the operations of or for **Grantee** or **Grantee**’s guests or invitees, and from and against all costs and expenses incurred by **Grantor** by reason of any such claim or claims, including attorney’s fees; and each assignee of this Agreement, or any interest therein, agrees to indemnify and hold harmless **Grantor** in the same manner provided above. This indemnity shall apply to any claim, however caused, or regardless of the legal grounds and basis.

6. **Grantee** or its designee or assigns shall maintain the subject premises, including mowing the grass situated on said premises.

7. **Grantor** may terminate this Agreement at any time upon providing written notice of termination on record at the recorder’s office of the county where the Right of Way Agreement is located, along with serving a copy of that recorded notice upon **Grantee**.

8. Any legal action initiated in connection with this Agreement, whether in law or equity, whether by virtue of statute or common law will be construed in accordance with the laws of the State of Illinois.

**IN WITNESS WHEREOF,** the **Grantor** has duly executed this **INDENTURE**, all as of the day and year first above written.

**GRANTEE:**

City of Fairview Heights Women’s Club

Signature: 

Title: President

**GRANTOR:**

City of Fairview Heights

Signature: 

Title: Mayor

STATE OF ILLINOIS ) ss

COUNTY OF ST. CLAIR )

I, a Notary Public for the State and County aforesaid, do hereby certify that ____________, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the same instrument as the free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this __________ day of July, 2019.

My Commission Expires: April 22, 2023

Notary Public
The location of the proposed pollinator habitat is called out above using station and offset dimensions from the Pleasant Ridge Road Improvements Phase I dated 8-5-2008. The approximate area of the pollinator habitat which resides on City of Fairview Heights right-of-way is 768 square feet.