AGENDA
OPERATIONS COMMITTEE
Wednesday, August 7, 2019 – 7:00 p.m.
Council Chambers
Fairview Heights City Hall
10025 Bunkum Road

Public Participation
Approval of Minutes – July 3, 2019

Personnel
Alderman Denise Williams, Chairman

1. Emergency to Temporary Employee Request: Public Works Department

Public Services
Alderman Pat Baeske, Chairman

1. Longacre/Union Hill Signals – Federal Funding Agreement, Construction
2. Permanent Easement, Pleasant Ridge Road P.I.N. – 03-20.0-204-017
3. Permanent Easement, Pleasant Ridge Road P.I.N. – 03-20.0-204-006
4. Permanent Easement, Pleasant Ridge Road P.I.N. – 03-20.0-204-018
5. Permanent Easement, Pleasant Ridge Road P.I.N. – 03-20.0-204-005
6. Permanent Easement, Pleasant Ridge Road P.I.N. – 03-20.0-204-003
7. Single Source Trash Hauling
8. Director’s Report - Project Updates
THE CITY OF FAIRVIEW HEIGHTS

OPERATIONS COMMITTEE MINUTES
Wednesday, July 3, 2019, 7:00 p.m.
City Council Chambers
10025 Bunkum Road, Fairview Heights, IL

Committee Members in attendance – Pat Baeske, Anthony LeFlore, Pat Peck, Denise Williams

Committee Members absent – Joshua Frawley

Other Aldermen and Elected Officials in attendance – Mayor Mark Kupsky

Staff in attendance – Director of Public Works John Harty, City Attorney Andrew Hoerner, Police Lt. David Kitley

Recorder – Jill Huffman

Public Participation
None

Approval of Minutes, June 5, 2019

Motion and second to approve minutes were made by Aldermen Peck/LeFlore. The motion carried by voice vote and was unanimous.

Public Services Committee
Alderman Pat Baeske, Chairman

PLEASANT RIDGE ROAD – BID RESULTS, CONTRACTOR RECOMMENDATION

The Director stated that bids were opened at 2:00 p.m. on July 2, for the construction of the second phase of Pleasant Ridge Road. Four bids were opened with the lowest bid being essentially $1.5 million dollars from Baxmeyer Construction. The engineer’s estimate was $1.9 million and Public Works budgeted $2 million for the second phase.

The Mayor stated that the Governor’s capital budget has allocated $1.3 million dollars for this project, therefore, if the City accepts Baxmeyer’s bid, the City will expend approximately $250,000. The Director stated that these numbers are without any contingencies which could increase the numbers some.
The Director stated that Baxmeyer has completed a couple of projects since his employment with the City, that being Old Caseyville Road and Richmond Drive Bridge over Ogles Creek and he is satisfied with their work.

Motion and second to forward a Resolution to City Council with recommendation of approval the construction contract with Baxmeyer Construction, Inc. for $1,522,307.77 for the reconstruction of Pleasant Ridge Road Phase 2 Improvements by Aldermen Peck/LeFlore. The motion carried by voice vote and was unanimous.

AMEREN GAS EASEMENT – MUNICIPAL COMPLEX

The Director stated that Ameren is requesting to extend their gas main within the municipal complex in order to serve the generator install within the cell tower facility for AT&T. For emergency purpose, the generator would be gas driven for the operation of cell phone equipment located within the existing fenced cell tower facility.

The location of the extension would begin just to the west of the Police Department and proceed north behind the dumpsters located at the rear of the complex and terminate in the grass in the radius going back to The Annex.

Motion and second to forward a Resolution to City Council with recommendation of approval the granting of Ameren Illinois Permanent Easement within the Municipal Complex Property for a gas line to service the new Cell Tower Facility by Aldermen Williams/LeFlore. The motion carried by voice vote and was unanimous.

SUPPLEMENTAL AGREEMENT – HORNER AND SHIFRIN, LONGACRE/UNION HILL SIGNALS

The Director stated that this supplemental agreement is with Horner and Shifrin to generate cross sections for the Union Hill/Longacre signals. The State of Illinois, through District 8, states that all intersections currently in design, or will be in design, will facilitate 53-foot trailer traffic. As a result, the intersection had to be widened, meaning the curb radiuses will be flattened out to accommodate the turning movement of a large truck. This was not mandatory when this project started design. This was brought to the consultant’s attention during the last plan review by IDOT. The amount of the supplemental agreement is just below what was budgeted for the current year. After this design change is made, the Director anticipates bidding this project in November.

Motion and second to forward a Resolution to City Council with recommendation of approval of the supplemental engineering design contract for $5,400.00 with Horner and Shifrin, Inc. for the Longacre Drive/Union Hill Signals by Aldermen Peck/Williams. The motion carried by voice vote and was unanimous.

DIRECTOR’S REPORT – PROJECT UPDATES

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

It was questioned when the improvements of Sullivan Drive will begin. The Director replied that the County is working with the State on a Surface Transportation Grant. He will contact the County on the status of this project and inform Council.
Personnel Committee
Alderman Denise Williams, Chairman

No Report

Adjournment 7:08 p.m.

Submitted By:

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

**Location**

<table>
<thead>
<tr>
<th>Local Name</th>
<th>Union Hill Road</th>
<th>Route</th>
<th>FAU 9167</th>
<th>Length</th>
<th>0.01 mi</th>
</tr>
</thead>
<tbody>
<tr>
<td>Termini</td>
<td>at Longacre Drive</td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

**Project Description**

This project consists of an intersection improvement and traffic signal installation and all necessary work to complete the project.

**Division of Cost**

<table>
<thead>
<tr>
<th>Type of Work</th>
<th>CMAQ</th>
<th>%</th>
<th>LPA</th>
<th>%</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Participating Construction</td>
<td>255,500</td>
<td>*</td>
<td>63,875</td>
<td>BAL</td>
<td>319,375</td>
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<tr>
<td>Non-Participating Construction</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Preliminary Engineering</td>
<td></td>
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<tr>
<td>Construction Engineering</td>
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<td>250</td>
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<td>Right of Way</td>
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<tr>
<td>Railroads</td>
<td></td>
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<tr>
<td>Utilities</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Materials</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

**TOTAL**

$256,500

*80% CMAQ Funds not to exceed $256,500

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

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

**Local Public Agency Appropriation**

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

**Method of Financing (State Contract Work Only)**

METHOD A—Lump Sum (80% of LPA Obligation) ______

METHOD B--- Monthly Payments of __________________ due by the ___________ of each successive month.

METHOD C---LPA's Share Balance __________________ divided by estimated total cost multiplied by actual progress payment.

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

(1) To acquire in its name, or in the name of the STATE if on the STATE highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the LPA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LPA, and the STATE and the FHWA, if required.

(2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.

(3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.

(4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.

(5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and the FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.

(6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.

(7) To maintain, for a minimum of 3 years after final project close-out by the STATE, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract, the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the LPA agrees to cooperate fully with any audit conducted by the Auditor General and the STATE, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.

(8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.

(9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA.

(10) (State Contracts Only) That the method of payment designated on page one will be as follows:

Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA’s estimated obligation incurred under this Agreement. The LPA will pay to the STATE the remainder of the LPA’s obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

Method B - Monthly Payments. Upon award of the contract for this improvement, the LPA will pay to the STATE, a specified amount each month for an estimated period of months, or until 80% of the LPA’s estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LPA’s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

Method C - Progress Payments. Upon receipt of the contractor’s first and subsequent progressive bills for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of receipt, an amount equal to the LPA’s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid. Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the STATE to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the STATE to LPA on this or any other contract. The STATE, at its sole option, upon notice to the LPA, may place the debt into the Illinois Comptroller’s Offset System (15 ILCS 405/10.05) or take such other and further action as my be required to recover the debt.

(11) (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.

(12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which the project is federally authorized, the LPA will repay the STATE any Federal funds received under the terms of this Agreement.

(13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is federally authorized, the LPA will repay the STATE any Federal Funds received under the terms of this Agreement.
(14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.

Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT’s District Bureau of Operations.

The LPA is responsible for the payment of the railroad related expenses in accordance with the LPA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.

Engineer’s Payment Estimates shall be in accordance with the Division of Cost on page one.

(15) And certifies to the best of its knowledge and belief its officials:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

(b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;

(c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and

(d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.

(16) To include the certifications, listed in item 15 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.

(17) (State Contracts) That execution of this agreement constitutes the LPA’s concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.

(18) That for agreements exceeding $100,000 in federal funds, execution of this Agreement constitutes the LPA’s certification that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions;

(c) The LPA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(19) To regulate parking and traffic in accordance with the approved project report.

(20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.

(21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.

(22) To complete this phase of the project within three (3) years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed $1,000,000 (five years if the project costs exceed $1,000,000).

(23) To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months.

To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the STATE within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.

(24) The LPA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fee invoice, progress report, and personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount. (Form BLRS 05621 should be used for consultant invoicing purposes). LPA invoice requests to the STATE will be submitted with sequential invoice numbers by project.
The LPA will submit to the STATE a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of this phase of the improvement or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

(25) The LPA shall provide the final report to the appropriate STATE district within twelve months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.

(26) (Single Audit Requirements) That if the LPA expends $750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. LPAs expending less than $750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the LPA’s fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

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

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

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

THE STATE AGREES:

(1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LPA’s certification of compliance with Titles II and III requirements.

(2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.

(3) (Day Labor) To authorize the LPA to proceed with the construction of the improvement when Agreed Unit Prices are approved, and to reimburse the LPA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer’s Payment Estimates in accordance with the Division of Cost on page one.

(4) (Local Contracts) For agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
   (a) To reimburse the LPA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LPA;
   (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

IT IS MUTUALLY AGREED:

(1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.

(2) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this Agreement.

(3) This Agreement shall be binding upon the parties, their successors and assigns.

(4) For contracts awarded by the LPA, the LPA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LPA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LPA’s DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the STATE may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for
enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). In the absence of a USDOT-approved LPA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE’s USDOT approved Disadvantaged Business Enterprise Program.

(5) In cases where the STATE is reimbursing the LPA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.

(6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

**ADDENDA**

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

<table>
<thead>
<tr>
<th>Number 1 – Location Map</th>
<th>Number 2 – GATA Reporting Requirements</th>
<th>Number 3 – LPA Appropriation Resolution</th>
</tr>
</thead>
</table>

(Inset Addendum numbers and titles as applicable)

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

**APPROVED**

Local Public Agency

Mark Kupsky

Name of Official (Print or Type Name)

Mayor

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

(Signature) Date

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

DUNS Number 020374427

**APPROVED**

State of Illinois

Department of Transportation

Randall S. Blankenhorn, Secretary of Transportation Date

By:

Erin Aleman, Director of Planning & Programming Date

Erin Aleman, Director of Planning & Programming Date

Philip C. Kaufmann, Chief Counsel Date

Jeff Heck, Chief Fiscal Officer (CFO) Date

**NOTE:** If the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.
Addendum 1 – Location Map
City of Fairview Heights
12-00038-01-TL, C-98-349-12
Addendum 2 – GATA Reporting Requirements

Grant Accountability and Transparency Act (GATA)

Required Uniform Reporting

The Grant Accountability and Transparency Act (30 ILCS 708), requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the “Resources” tab.

Additional reporting frequency may be required based upon specific conditions, as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

PLEASE NOTE: Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), “Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports” if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: https://www.illinois.gov/sites/GATA/Pages/ResourcesLibrary.aspx )
ADDENDUM #3

Local Appropriation Resolution

PLACEHOLDER

To be replaced for final Joint Agreement by Local Agency
SAMPLE RESOLUTION

WHEREAS, the [County/City/Village] of _______ endeavors to improve a segment of _______ from _______ to _______ that is approximately _______ miles in length and known to the Illinois Department of Transportation as MFT Section Number __________ and State Job Number __________.

WHEREAS, the cost of said improvement has necessitated the use of federal funds.

WHEREAS, the federal fund source requires a match of local funds.

WHEREAS, the use of federal funds requires a joint funding agreement (AGREEMENT) with the Department of Transportation.

NOW THEREFORE, BE IT RESOLVED that the [County/City/Village] of _______ authorizes _______ dollars, ($___________), or as much of such sum as may be needed to match federal funds in the completion of the aforementioned project known as MFT Section Number __________.

BE IT FURTHER RESOLVED that the [Chairman/Mayor/President] is hereby authorized and directed to execute the above-mentioned AGREEMENT and any other such documents related to advancement and completion of said project.

Certificate:

I, _______, Clerk in and for said [County/City/Village] in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect, and complete copy of a Resolution adopted by the [County/City/Village] [Board/Council] at its meeting held on __________, 20___.

In testimony whereof, I have hereunto set my hand and affixed the seal of said [County/City/Village] at my office in __________, in [County], this _______ day of __________, 20___.

(SEAL)

__________________________
 Clerk
Deed of Easement
And Right-of-Way for Drainage Infrastructure

Prepared by: City of Fairview Heights

After recording return to:

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

Project: Pleasant Ridge Road Improvements

THIS INDENTURE, made this ____ day of __________, 2019, by and between Adrian and Kyle Wallace, having an address at 302 Pleasant Ridge Road, Fairview Heights, IL 62208, hereinafter referred to [collectively] as the "Grantors," and 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 as the "Grantee."

WITNESSETH:

The Grantors, in consideration of the covenants and agreements hereinafter recited and the sum of __One____ Dollar(s) ($1.00 ), the receipt and sufficiency of which are hereby acknowledged, do hereby give, grant, and convey unto the Grantee, its successor and assigns, forever, an easement and a free uninterrupted and unobstructed right of way in, under, across, and over the property of the Grantors situated in St. Clair County, Illinois; said right of way to be more particularly described on the attached legal description.

And as shown on the sketch attached hereto and made a part hereof, for the purpose of installing, laying, operating, maintaining, inspecting, removing, repairing, replacing, relaying, and adding to, from time to time, storm sewer and drainage improvements with appurtenances.

Together with the right to the Grantee, its successors and assigns, to (i) enter in and upon the premises described above with men and machinery, vehicles and material at any and all times for the purpose of maintaining, repairing, renewing, or adding to the aforesaid storm sewer and drainage improvements with appurtenances; (ii) to use such additional space adjacent to the premises described above as may be required for working room during the time of construction, repairing, renewing, or maintenance of the storm sewer and drainage improvements with appurtenances; (iii) remove trees, bushes, undergrowth, and other obstructions interfering with the activities authorized herein; and (iv) for doing anything necessary, useful, or convenient for the enjoyment of the easement herein granted.

The right of the Grantors to freely use and enjoy its interest in the premises is reserved to Grantee, its successors and assigns insofar as the exercise thereof does not endanger or interfere with the construction, operation, and maintenance of the storm sewer and drainage ways, except that no building, structure, or similar improvements shall be erected within said easement, nor shall the grade or ground cover over Grantee’s facilities be substantially altered, without the consent of the Grantee.

The Grantee agrees, by acceptance of this Deed of Easement and Right of Way that, upon any opening made in connection with any of the purposes of this easement and right of way, said opening shall be backfilled and resurfaced to as nearly as possible the same condition as existed when said opening was made, provided that Grantee shall not be obligated to restore landscaping, other than grass which was destroyed upon entry, all such work to be done at the expense of the Grantee.
TO HAVE AND TO HOLD the above granted easement and right of way unto the Grantee, its successors and assigns, forever.

And the Grantors do further covenant with the Grantee as follows:

1. That the Grantors are the owners in fee simple of the real estate hereby subjected to said easement and right of way and have good title to convey the same.

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

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

________________________________________
Signature:

______________________________
Title:

GRANTORS:

Adrian and Kyle Wallace

Signature:

______________________________
Signature:

______________________________
Title: Property Owners

STATE OF ILLINOIS )
COUNTY OF ST. CLAIR ) ss

I, a Notary Public for the State and County aforesaid, do hereby certify that Adrian and Kyle Wallace 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 acknowledged that they 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 ________________________, 20_____.

My Commission Expires: ______________________

Notary Public

NOTARY SEAL
LEGEND

- - - - EXISTING RIGHT OF WAY LINE
- - - - STORM DRAINAGE EASEMENT LINE
- - - - PROPERTY (DEED) LINE

POINT OF BEGINNING

MOST NORTHERLY CORNER LOT 11

LOT 11

N/F

ADRIAN AND KYLE WALLACE

P.L.N. 03-20.0-204-017

(DOC. NO. A02517242)

STORM DRAINAGE EASEMENT REQUIRED

264 SQ. FT. = 0.0061 AC.

EXHIBIT A

STORM DRAINAGE EASEMENT ON LOT 11 IN OVEL ACRES LOCATED IN THE NE 1/4 OF SECTION 20, T.2N., R.8W., 3RD P.M.

CITY OF FAIRVIEW HEIGHTS

ST. CLAIR COUNTY, ILLINOIS
Storm Drainage Easement
Adrian & Kyle Wallace
PIN: 03-20.0-204-017

A storm drainage easement being a part of Lot 11 in Ovel Acres (P.B. 56, Page 39), located in the Northeast Quarter of Section 20, Township 2 North, Range 8 West of the Third Principal Meridian, within the corporate limits of the City of Fairview Heights, St. Clair County, Illinois, more fully described as follows:

Beginning at the most northerly corner of said Lot 11 in Ovel Acres located on the southeasterly right of way line of Pleasant Ridge Road; thence on an assumed bearing of South 38 degrees 29 minutes 30 seconds East on the northeasterly line of said lot 11, 51.25 feet; thence North 49 degrees 52 minutes 10 seconds West, 52.29 feet to said southeasterly right of way line of Pleasant Ridge Road; thence North 51 degrees 32 minutes 47 seconds East on said right of way line, 10.32 feet to the Point of Beginning.

Said storm drainage easement contains 264 square feet or 0.0061 acre, more or less.
Deed of Easement
And Right-of-Way for
Drainage Infrastructure

Prepared by: City of Fairview Heights

After recording return to:

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

Project: Pleasant Ridge Road
Improvements

THIS INDENTURE, made this ______ day of __________, 2019, by and between Tiarra Williams having an
address at 316 Pleasant Ridge Road, Fairview Heights, IL 62208, hereinafter referred to [collectively] as the "Grantor," and 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 as the "Grantee."

WITNESSETH:

The Grantor, in consideration of the covenants and agreements hereinafter recited and the sum of One __ Dollar(s) ($1.00), the receipt and sufficiency of which are hereby acknowledged, does hereby give, grant, and convey unto the Grantee, its successor and assigns, forever, an easement and a free uninterrupted and unobstructed right of way in, under, across, and over the property of the Grantor situated in St. Clair County, Illinois; said right of way to be more particularly described on the attached legal description and as shown on the sketch attached hereto and made a part hereof, for the purpose of installing, laying, operating, maintaining, inspecting, removing, repairing, replacing, relaying, and adding to, from time to time, storm sewer and drainage improvements with appurtenances.

Together with the right to the Grantee, its successors and assigns, to (i) enter in and upon the premises described above with men and machinery, vehicles and material at any and all times for the purpose of maintaining, repairing, renewing, or adding to the aforesaid storm sewer and drainage improvements with appurtenances; (ii) to use such additional space adjacent to the premises described above as may be required for working room during the time of construction, repairing, renewing, or maintenance of the storm sewer and drainage improvements with appurtenances; (iii) remove trees, bushes, undergrowth, and other obstructions interfering with the activities authorized herein; and (iv) for doing anything necessary, useful, or convenient for the enjoyment of the easement herein granted.

The right of the Grantor to freely use and enjoy its interest in the premises is reserved to Grantor, its successors and assigns insofar as the exercise thereof does not endanger or interfere with the construction, operation, and maintenance of the storm sewer and drainage ways, except that no building, structure, or similar improvements shall be erected within said easement, nor shall the grade or ground cover over Grantee's facilities be substantially altered, without the consent of the Grantee.

The Grantee agrees, by acceptance of this Deed of Easement and Right of Way that, upon any opening made in connection with any of the purposes of this easement and right of way, said opening shall be backfilled and resurfaced to as nearly as possible the same condition as existed when said opening was made, provided that Grantee shall not be obligated to restore landscaping, other than grass which was destroyed upon entry, all such work to be done at the expense of the Grantee.
TO HAVE AND TO HOLD the above granted easement and right of way unto the Grantee, its successors and assigns, forever.

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

1. That the Grantor is the owner in fee simple of the real estate hereby subjected to said easement and right of way and has good title to convey the same.

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

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

Signature: ________________________________

Title: ________________________________

GRANTOR:

Tiarra Williams

Signature: ________________________________

Title: Property Owner

I, a Notary Public for the State and County aforesaid, do hereby certify that Tiarra Williams, 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 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 _________________, 20____.

My Commission Expires: ____________________________

Notary Public
LEGEND

- - - - - - - - EXISTING RIGHT OF WAY LINE

- - - - - - - - STORM DRAINAGE EASEMENT LINE

- - - - - - - - PROPERTY (DEED) LINE

POINT OF COMMENCEMENT
MOST WESTERLY CORNER LOT 15

S36°35'50"E
1.16'

STORM DRAINAGE EASEMENT

S51°40'48"E
21.87'

S44°41'52"W
8.87'

POINT OF BEGINNING

SOUTHWESTERLY LINE OF 15

LOT 14

LOT 15

STORM DRAINAGE EASEMENT REQUIRED
284 SQ. FT. = 0.0065 AC.

N/F
TIARRA WILLIAMS
P.I.N. 03-20-0-204-006
(DOC. NO. A02466779)

STORM DRAINAGE EASEMENT REQUIRED
284 SQ. FT. = 0.0065 AC.

EXHIBIT A
STORM DRAINAGE EASEMENT
ON LOT 15 IN OVEL ACRES LOCATED IN THE NE 1/4 OF SECTION 20,
T.2N., R.8W., 3RD P.M.
CITY OF FAIRVIEW HEIGHTS
ST. CLAIR COUNTY, ILLINOIS
Storm Drainage Easement
Tiarra Williams
PIN: 03-20.0-204-006

A storm drainage easement being a part of Lot 15 in Ovel Acres (P.B. 56, Page 39), located in the Northeast Quarter of Section 20, Township 2 North, Range 8 West of the Third Principal Meridian, within the corporate limits of the City of Fairview Heights, St. Clair County, Illinois, more fully described as follows:

Commencing at the most westerly corner of said Lot 15 in Ovel Acres located on the southeasterly right of way line of Pleasant Ridge Road; thence on an assumed bearing of South 38 degrees 35 minutes 50 seconds East on said right of way line, 1.16 feet to the Point of Beginning;

From said Point of Beginning; thence South 51 degrees 40 minutes 48 seconds East, 21.67 feet; thence South 45 degrees 18 minutes 08 seconds East, 33.42 feet; thence South 44 degrees 41 minutes 52 seconds West, 8.87 feet to the southwesterly line of said Lot 15 in Ovel Acres; thence North 38 degrees 35 minutes 50 seconds West on said southwesterly line, 55.33 feet to the Point of Beginning.

Said storm drainage easement contains 284 square feet or 0.0065 acre, more or less.
Deed of Easement
And Right-of-Way for
Drainage Infrastructure

Prepared by: City of Fairview Heights

After recording return to:
City of Fairview Heights
10025 Bunkum Road
Fairview Heights, IL 62208

Project: Pleasant Ridge Road
Improvements

THIS INDENTURE, made this ______ day of ____________, 2019, by and between Mark R. Sellan and Courtney C.A. Singrey, having an address at 322 Pleasant Ridge Road, Fairview Heights, IL 62208, hereinafter referred to [collectively] as the “Grantors,” and 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 as the “Grantee.”

WITNESSETH:

The Grantors, in consideration of the covenants and agreements hereinafter recited and the sum of __One_______ Dollar(s) ($1.00 ), the receipt and sufficiency of which are hereby acknowledged, do hereby give, grant, and convey unto the Grantee, its successor and assigns, forever, an easement and a free uninterrupted and unobstructed right of way in, under, across, and over the property of the Grantors situated in St. Clair County, Illinois; said right of way to be more particularly described on the attached legal description.

And as shown on the sketch attached hereto and made a part hereof, for the purpose of installing, laying, operating, maintaining, inspecting, removing, repairing, replacing, relaying, and adding to, from time to time, storm sewer and drainage improvements with appurtenances.

Together with the right to the Grantee, its successors and assigns, to (i) enter in and upon the premises described above with men and machinery, vehicles and material at any and all times for the purpose of maintaining, repairing, renewing, or adding to the aforesaid storm sewer and drainage improvements with appurtenances; (ii) to use such additional space adjacent to the premises described above as may be required for working room during the time of construction, repairing, renewing, or maintenance of the storm sewer and drainage improvements with appurtenances; (iii) remove trees, bushes, undergrowth, and other obstructions interfering with the activities authorized herein; and (iv) for doing anything necessary, useful, or convenient for the enjoyment of the easement herein granted.

The right of the Grantors to freely use and enjoy its interest in the premises is reserved to Grantors, its successors and assigns insofar as the exercise thereof does not endanger or interfere with the construction, operation, and maintenance of the storm sewer and drainage ways, except that no building, structure, or similar improvements shall be erected within said easement, nor shall the grade or ground cover over Grantee’s facilities be substantially altered, without the consent of the Grantee.

The Grantee agrees, by acceptance of this Deed of Easement and Right of Way that, upon any opening made in connection with any of the purposes of this easement and right of way, said opening shall be backfilled and resurfaced to as nearly as possible the same condition as existed when said opening was made, provided that Grantee shall not be obligated to restore landscaping, other than grass which was destroyed upon entry, all such work to be done at the expense of the Grantee.
TO HAVE AND TO HOLD the above granted easement and right of way unto the Grantee, its successors and assigns, forever.

And the Grantors do further covenant with the Grantee as follows:

1. That the Grantors are the owners in fee simple of the real estate hereby subjected to said easement and right of way and have good title to convey the same.

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

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

Signature: ____________________________

Title: ________________________________

GRANTORS:

Mark R. Sellan and Courtney C.A. Singrey

Signature: ____________________________

Signature: ____________________________

Title: Property Owners

STATE OF ILLINOIS )
COUNTY OF ST. CLAIR ) ss

I, a Notary Public for the State and County aforesaid, do hereby certify that Mark R. Sellan and Courtney C.A. Singrey 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 acknowledged that they 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 __________________________, 20______.

My Commission Expires: ____________________________

Notary Public

NOTARY SEAL
STORM DRAINAGE EASEMENT REQUIRED
1,674 SQ. FT. = 0.0384 AC.

EXHIBIT A

STORM DRAINAGE EASEMENT
LOCATED IN THE NE 1/4 OF SECTION 20,
T.2N., R.8W., 3RD P.M.
CITY OF FAIRVIEW HEIGHTS
ST. CLAIR COUNTY, ILLINOIS
A storm drainage easement being a part of the Northeast Quarter of Section 20, Township 2 North, Range 8 West of the Third Principal Meridian, within the corporate limits of the City of Fairview Heights, St. Clair County, Illinois, more fully described as follows:

Commencing at the most northerly corner of Lot 16 in Ovel Acres (P.B. 56, Page 39) located on the southeasterly right of way line of Pleasant Ridge Road; thence northeasterly along said right of way line, 20.85 feet on a curve to the left having a radius of 1,528.85 feet, the chord of said curve bears on an assumed bearing of North 43 degrees 40 minutes 03 seconds East, 20.85 feet to the Point of Beginning;

From said Point of Beginning; thence continuing northeasterly on said right of way line, 16.00 feet on a curve to the left having a radius of 1,528.85 feet, the chord of said curve bears North 42 degrees 58 minutes 38 seconds East, 16.00 feet; thence South 46 degrees 59 minutes 56 seconds East, 21.17 feet; thence South 65 degrees 27 minutes 24 seconds East, 24 seconds East, 60.87 feet; thence South 76 degrees 20 minutes 57 seconds East, 18.47 feet; thence South 13 degrees 39 minutes 03 seconds West, 16.00 feet; thence North 76 degrees 20 minutes 57 seconds West, 20.00 feet; thence North 65 degrees 27 minutes 24 seconds West, 64.99 feet; thence North 46 degrees 59 minutes 56 seconds West, 23.76 feet to the Point of Beginning.

Said storm drainage easement contains 1,674 square feet or 0.0384 acre, more or less.
Deed of Easement 
And Right-of-Way for 
Drainage Infrastructure

Prepared by: City of Fairview Heights

After recording return to:

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

Project: Pleasant Ridge Road 
Improvements

THIS INDENTURE, made this ________ day of ___________, 2019, by and between William J. and Carol S. Peach, having an address at 312 Pleasant Ridge Road, Fairview Heights, IL 62208, hereinafter referred to as the "Grantors," and 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 as the "Grantee."

WITNESSETH:

The Grantors, in consideration of the covenants and agreements hereinafter recited and the sum of __One_______Dollar(s) ($1.00 ), the receipt and sufficiency of which are hereby acknowledged, do hereby give, grant, and convey unto the Grantee, its successor and assigns, forever, an easement and a free uninterrupted and unobstructed right of way in, under, across, and over the property of the Grantors situated in St. Clair County, Illinois; said right of way to be more particularly described on the attached legal description.

And as shown on the sketch attached hereto and made a part hereof, for the purpose of installing, laying, operating, maintaining, inspecting, removing, repairing, replacing, relaying, and adding to, from time to time, storm sewer and drainage improvements with appurtenances.

Together with the right to the Grantee, its successors and assigns, to (i) enter in and upon the premises described above with men and machinery, vehicles and material at any and all times for the purpose of maintaining, repairing, renewing, or adding to the aforesaid storm sewer and drainage improvements with appurtenances; (ii) to use such additional space adjacent to the premises described above as may be required for working room during the time of construction, repairing, renewing, or maintenance of the storm sewer and drainage improvements with appurtenances; (iii) remove trees, bushes, undergrowth, and other obstructions interfering with the activities authorized herein; and (iv) for doing anything necessary, useful, or convenient for the enjoyment of the easement herein granted.

The right of the Grantors to freely use and enjoy its interest in the premises is reserved to Grantors, its successors and assigns insofar as the exercise thereof does not endanger or interfere with the construction, operation, and maintenance of the storm sewer and drainage ways, except that no building, structure, or similar improvements shall be erected within said easement, nor shall the grade or ground cover over Grantee's facilities be substantially altered, without the consent of the Grantee.

The Grantee agrees, by acceptance of this Deed of Easement and Right of Way that, upon any opening made in connection with any of the purposes of this easement and right of way, said opening shall be backfilled and resurfaced to as nearly as possible the same condition as existed when said opening was made, provided that Grantee shall not be obligated to restore landscaping, other than grass which was destroyed upon entry, all such work to be done at the expense of the Grantee.
TO HAVE AND TO HOLD the above granted easement and right of way unto the Grantee, its successors and assigns, forever.

And the Grantors do further covenant with the Grantee as follows:

1. That the Grantors are the owners in fee simple of the real estate hereby subjected to said easement and right of way and have good title to convey the same.

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

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

Signature: ____________________________________________
Title: _______________________________________________

GRANTORS:
William J. and Carol S. Peach

Signature: ____________________________________________
Signature: ____________________________________________
Title: Property Owners

STATE OF ILLINOIS )
COUNTY OF ST. CLAIR ) ss

I, a Notary Public for the State and County aforesaid, do hereby certify that William J. and Carol S. Peach 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 acknowledged that they 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 ______________________, 20______

My Commission Expires: _______________________

Notary Public
T. 2 N.  
R. 8 W.  
3rd P.M.

LEGEND

- - - - - EXISTING RIGHT OF WAY LINE
STORM DRAINAGE EASEMENT LINE
PROPERTY (DEED) LINE

POINT OF COMMENCEMENT
MOST NORTHERLY CORNER LOT 14

POINT OF BEGINNING
N51°32'48"W  
0.27'
N51°40'48"E  
1.19'
S38°35'50"E 55.33'

STORM DRAINAGE EASEMENT

LOT 15

LOT 14

WILLIAM J. AND CAROL S. PEACH
P.I.N. 003-20.0-204-005
(DOC. NO. A02435851)

STORM DRAINAGE EASEMENT REQUIRED
632 SQ. FT. = 0.0145 AC.

LOT 13

STORM DRAINAGE EASEMENT ON LOT 14 IN OVEL ACRES LOCATED IN THE
NE 1/4 OF SECTION 20,
T.2N., R.8W., 3RD P.M.
CITY OF FAIRVIEW HEIGHTS
ST. CLAIR COUNTY, ILLINOIS

1" = 30'

Juneau Associates, Inc., P.C.
Engineering & Land Surveying
Professional Design Firm License No. 184.003389

2100 State Street, P.O. Box 1325
Granite City, IL 62040-4725

100 North Research Drive
Edwardsville, IL 62025-3638

330 N. Fourth Street, Suite 200
St. Louis, MO 63102-2007

555 West Central Rd, Suite 101
Hoffman Estates, IL 60192-1942

Job No. E171725  
Check Drawing Name, E171725-Boundary

Drawn: K.M.W.  
Date: 05-10-2019

Checked: J.M.C.  
Date: 05-10-2019
Storm Drainage Easement
William J. and Carol S. Peach
PIN: 03-20.0-204-005

A storm drainage easement being a part of Lot 14 in Ovel Acres (P.B. 56, Page 39), located in the Northeast Quarter of Section 20, Township 2 North, Range 8 West of the Third Principal Meridian, within the corporate limits of the City of Fairview Heights, St. Clair County, Illinois, more fully described as follows:

Commencing at the most northerly corner of said Lot 14 in Ovel Acres located on the southeasterly right of way line of Pleasant Ridge Road; thence on an assumed bearing of South 51 degrees 32 minutes 48 seconds West on said southeasterly right of way line, 0.27 feet to the Point of Beginning;

From said Point of Beginning; thence South 51 degrees 40 minutes 48 seconds East, 1.19 feet to the northeasterly line of said Lot 14; thence South 38 degrees 35 minutes 50 seconds East on said northeasterly line, 55.33 feet; thence South 44 degrees 41 minutes 52 seconds West, 7.13 feet; thence North 45 degrees 18 minutes 08 seconds West, 32.52 feet; thence North 51 degrees 40 minutes 48 seconds West, 25.73 feet to the southeasterly right of way line of said Pleasant Ridge Road; thence North 51 degrees 32 minutes 48 seconds East on said right of way line, 16.44 feet to the Point of Beginning.

Said storm drainage easement contains 632 square feet or 0.0145 acre, more or less.
Deed of Easement
And Right-of-Way for
Drainage Infrastructure

Prepared by: City of Fairview Heights

After recording return to:
City of Fairview Heights
10025 Bunkum Road
Fairview Heights, IL 62208

Project: Pleasant Ridge Road
Improvements

THIS INDENTURE, made this __________ day of __________, 2019, by and between Carl L. and Elaine J.
Hacker having an address at 308 Pleasant Ridge Road, Fairview Heights, IL 62208, hereinafter referred to
[collectively] as the “Grantors,” and 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 as the “Grantee.”

WITNESSETH:

The Grantors, in consideration of the covenants and agreements hereinafter recited and the sum of
[One] Dollar(s) ($1.00), the receipt and sufficiency of which are hereby acknowledged, do hereby give, grant,
and convey unto the Grantee, its successor and assigns, forever, an easement and a free uninterrupted and
unobstructed right of way in, under, across, and over the property of the Grantors situated in St. Clair County, Illinois;
said right of way to be more particularly described on the attached legal description.

And as shown on the sketch attached hereto and made a part hereof, for the purpose of installing, laying, operating,
maintaining, inspecting, removing, repairing, replacing, relaying, and adding to, from time to time, storm sewer and
drainage improvements with appurtenances.

Together with the right to the Grantee, its successors and assigns, to (i) enter in and upon the premises described
above with men and machinery, vehicles and material at any and all times for the purpose of maintaining, repairing,
rewiring, or adding to the aforesaid storm sewer and drainage improvements with appurtenances; (ii) to use such additional space adjacent to the premises described above as may be required for working room during
the time of construction, repairing, renewing, or maintenance of the storm sewer and drainage
improvements with appurtenances; (iii) remove trees, bushes, undergrowth, and other obstructions
interfering with the activities authorized herein; and (iv) for doing anything necessary, useful, or convenient for the
enjoyment of the easement herein granted.

The right of the Grantors to freely use and enjoy its interest in the premises is reserved to Grantors, its successors
and assigns insofar as the exercise thereof does not endanger or interfere with the construction, operation, and
maintenance of the storm sewer and drainage ways, except that no building, structure, or similar improvements
shall be erected within said easement, nor shall the grade or ground cover over Grantee’s facilities be substantially
altered, without the consent of the Grantee.

The Grantee agrees, by acceptance of this Deed of Easement and Right of Way that, upon any opening made
in connection with any of the purposes of this easement and right of way, said opening shall be backfilled and resurfaced
to as nearly as possible the same condition as existed when said opening was made, provided that Grantee shall not
be obligated to restore landscaping, other than grass which was destroyed upon entry, all such work to be done at
the expense of the Grantee.
TO HAVE AND TO HOLD the above granted easement and right of way unto the Grantee, its successors and assigns, forever.

And the Grantors do further covenant with the Grantee as follows:

1. That the Grantors are the owners in fee simple of the real estate hereby subjected to said easement and right of way and have good title to convey the same.

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

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

Signature: ________________________
Title: ____________________________

GRANTORS:
Carl L. and Elaine J. Hacker

Signature: ________________________
Signature: ________________________
Title: Property Owners

STATE OF ILLINOIS
COUNTY OF ST. CLAIR

I, a Notary Public for the State and County aforesaid, do hereby certify that Carl L. and Elaine J. Hacker 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 acknowledged that they 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 ______________________, 20______.

My Commission Expires: ____________________________

Notary Public

NOTARY SEAL
POINT OF BEGINNING
MOST WESTERLY CORNER
LOT 12

N51°32'47"E
6.01'

N38°29'30"W
51.25'

STORM DRAINAGE EASEMENT

STORM DRAINAGE EASEMENT REQUIRED
851 SQ. FT. = 0.0195 AC.±

EXHIBIT A
STORM DRAINAGE EASEMENT
ON LOT 12 IN OVEL ACRES LOCATED IN THE
NE 1/4 OF SECTION 20,
T.2N., R.8W., 3RD P.M.
CITY OF FAIRVIEW HEIGHTS
ST. CLAIR COUNTY, ILLINOIS
A storm drainage easement being a part of Lot 12 in Ovel Acres (P.B. 56, Page 39), located in the Northeast Quarter of Section 20, Township 2 North, Range 8 West of the Third Principal Meridian, within the corporate limits of the City of Fairview Heights, St. Clair County, Illinois, more fully described as follows:

Beginning at the most westerly corner of said Lot 12 in Ovel Acres located on the southeasterly right of way line of Pleasant Ridge Road; thence on an assumed bearing of North 51 degrees 32 minutes 47 seconds East on said southeasterly right of way line, 6.01 feet; thence South 49 degrees 52 minutes 10 seconds East, 68.11 feet; thence South 40 degrees 07 minutes 50 seconds West, 16.00 feet; thence North 49 degrees 52 minutes 10 seconds West, 19.05 feet to the southwesterly line of said Lot 12 in Ovel Acres; thence North 38 degrees 29 minutes 30 seconds West on said southwesterly line, 51.25 feet to the Point of Beginning.

Said storm drainage easement contains 851 square feet or 0.0195 acre, more or less.
REQUEST FOR PROPOSAL

A. OVERVIEW

1. Request for Proposal

The City of O'Fallon, (hereinafter known as the "City"), St. Clair County, Illinois, is seeking proposals for collection, processing, hauling and disposal of residential solid waste, recyclables and yard waste. The City is furnishing herein a set of specifications by which such proposals shall be considered. Any firm (hereinafter "Contractor") desiring to furnish a quotation for such services shall submit proposals following the instructions and format of the attached Request for Proposal (RFP) documents.

2. Proposal Delivery Procedures

Sealed proposals, including a signed contract, shall be delivered to the City Administrator, City of O'Fallon, 255 South Lincoln, O'Fallon, Illinois 62269, by no later than 5 p.m. on Monday, February 5, 2018. Sealed envelopes should be clearly labeled "Sealed Proposals for Residential Solid Waste, Recycling and Yard Waste Services", with the Contractor's name. One original and three (3) photocopies of the proposal shall be furnished. If sent by mail, the sealed envelope containing the proposals must be enclosed in another envelope addressed to the City at the location stated in this paragraph.

Proposals received prior to the time of opening will be securely kept, unopened. No responsibility shall be attached to the City for the premature or non-opening of a proposal not properly addressed and identified.

Proposals arriving after the above specified time, whether sent by mail, courier or in person, shall not be accepted. These proposals will either be refused or returned unopened. It is the Contractor's responsibility for timely delivery regardless of the method used. Mailed proposals, which are delivered after the specified time will not be accepted regardless of the postmarked date or time on the envelope.

Facsimile ("fax") machine transmitted or emailed proposals shall not be accepted, nor will the City transmit the RFP documents to prospective Contractors by way of a facsimile machine, except for any addenda issued as specified in section A.6 of this RFP.

3. Withdrawals, Declinations

If a Contractor wishes to withdraw a proposal, the Contractor shall submit a written notification of such action to the City Administrator no later than the time of opening as specified in section A.4 below.

Potential Contractors that decline to submit a proposal are requested to so notify the City in writing.

4. Proposal Opening Procedures
The public opening of all proposals shall commence at 10 a.m. on Tuesday, February 6, 2018 in the City of O'Fallon City Council Chambers, 255 South Lincoln, O'Fallon, Illinois.

5. **Competency of Contractors**

The City reserves the right to determine the competence and financial and operational capacity of any Contractor. Upon request of the City, the Contractor shall furnish additional evidence as may be required by the City (beyond that which is required in response to the RFP) to evaluate Contractor's ability and resources to accomplish the services required by the specifications herein. The City shall be the sole and final judge of such competency, and its decision shall be final and not subject to recourse by any person, firm or corporation.

6. **Any questions that arise shall be directed in writing to:**

Pam Funk, Assistant City Administrator  
City of O'Fallon  
255 South Lincoln  
O'Fallon, Illinois 62269  
pfunk@ofallon.org

The written questions, along with the City's responses, shall be circulated to all known potential Contractors of record who hold RFP's without identifying the party submitting the questions. **The cut-off for receipt of additional written questions shall be 5 p.m., Monday, January 22, 2018** in order to facilitate preparation of an addenda. No inquiry received after that time will be given consideration. Replies and/or addenda, in response to written questions, will be emailed to all known potential Contractors by 5 p.m., Thursday, January 25, 2018. Receipt of any addenda must be acknowledged as part of the proposal. The City shall not assume responsibility for the receipt by the Contractor of any addenda.

7. **RFP Package**

Each potential Contractor is instructed to check its RFP package to ensure that it has received a complete RFP package, which consists of the following sections:

A. Overview  
B. General Instructions  
C. General Information  
D. General Specifications

Appendices:  
Appendix A  
Price Quotation Sheet  
Appendix B  
Schedules
8. **Investigation by Potential Contractor**

It shall be the responsibility of the Contractor to thoroughly read and understand the information, instructions, and specifications contained in this RFP. Contractors are expected to fully inform themselves as to the conditions and requirements of the services to be provided. Failure to do so is at the Contractor's own risk. No plea of error or plea of ignorance resulting from Contractor's failure to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the City. The City will assume that submission of a proposal means that the Contractor has familiarized itself with the conditions and requirements and intends to comply with them unless specifically noted otherwise.

9. **Rejection; Waivers**

The City reserves the right to reject any and all proposals; waive formalities, technical requirements and/or deficiencies and irregularities; solicit new proposals; or further negotiate with the Contractor of its choice if some other manner of negotiation better serves the City's interests. The City reserves the right to award the contract to the Contractor which, in the City's judgment, best serves the needs and interests of the City and its residents.

10. **Proposal Security**

Each proposal shall be accompanied by a proposal security, which shall be in the form of a bond, certified check or a bank cashier's check in the amount of Ten Thousand Dollars ($10,000). Proposals submitted without the required security shall be rejected.

After formal written notification by the City that a contract award decision has been made, the proposal security of the successful Contractor shall be forfeited to the City in the event that the Contractor shall withdraw its proposal, or neglect or refuse to enter into a contract or post the required performance bond, and the Contractor shall be liable for any damages the City may thereby suffer.

Proposal securities shall be released as follows:

(a) The successful Contractor's security shall be retained until the contract has been signed and the required performance bond has been furnished.

(b) Proposal securities of the second and third proposing Contractors shall be held until the successful Contractor's performance bond has been furnished, at which time the securities will be promptly returned to the unsuccessful Contractors.
B. GENERAL INSTRUCTIONS

1. Proposal Package

All sections of this RFP package are integral to the desired scope of services and quotations shall take into account the comprehensive nature of the work. It is intended that the specifications in this RFP shall become part of a non-exclusive written and signed contract for collection, hauling, processing and disposal with the successful respondent if the City contracts for services. The City reserves the right to further negotiate the terms of any agreement to provide all or part of the services contained in this RFP.

2. Format for Submissions

A properly prepared proposal shall consist of a valid proposal security, a price quotation sheet (Appendix A), completed schedules (Appendix B), a signed contract (Appendix C), a collection schedule (Appendix D), and a narrative presentation (the length of which shall be at the Contractor's discretion), accompanied by a signed cover letter of submittal on the Contractor's letterhead. The signed cover letter accompanying the proposal must be from any officer or employee having the authority to bind the Contractor by signature. The narrative may comment on any specification or part of the RFP documents. Failure to submit all of the required information may result in the disqualification of the Contractor from consideration. Contractors may be asked to give an oral presentation of their proposal at a later date.

All price quotation sheets and schedules must be correctly filled in, using ink or entered in typed form. Any erasure or error corrections must be initialed in ink. All forms requiring signatures must be properly signed in ink in the proper spaces. If the Contractor is unable to provide a quotation on a given commodity or service alternative, each relevant item on the price quotation sheet must have the words "No quotation" entered thereupon.

A contract shall be returned with the proposal, signed and with any changes noted directly on the contract by the Contractor. Contractor shall initial any changes made.

All commentary in the narrative where the Contractor addresses specifications should refer to the section letter and subsection number (e.g. B.7) where appropriate, and should be discussed sequentially insofar as is possible.

3. Minimum Specifications: Deviations

The specifications included in this package describe the services that the City feels are necessary to meet the performance requirements of the City and shall be considered the minimum standards expected of the Contractor. The specifications are not intended to exclude potential Contractors. Contractors may indicate alternatives to these specifications.
if the proposed changes are equal to or greater than what is required by these specifications. Contractors are encouraged to provide options for enhancing the current recycling bin and/or education program to minimize blowing paper and keep the materials dry.

All alternatives shall be separately listed, and a justification shall be stated for such alternatives.

If the Contractor is unable to meet any of the specifications contained herein, it shall also separately list all requested deviations from the specifications, and a justification shall be stated for such deviations.

If a Contractor does not indicate alternatives to or deviations from the specifications, the City shall assume that the Contractor shall fully comply with those specifications. The City shall be the sole and final judge of compliance with the specifications.

The City further reserves the right to determine the acceptability or unacceptability of any and all alternatives and deviations, and to negotiate the effects and costs of any portion of a submitted proposal including any alternatives and deviations contained therein prior to reaching a decision on the awarding of a contract. The City shall be the sole and final judge as to whether any alternative or deviation is of an equivalent or better quality of service. This decision is final and shall not be subject to recourse by any person, firm or corporation.

4. Examination of Service Area

Contractors shall completely inform themselves of all the conditions under which service is to be performed, the service area and all other relevant matters pertaining to the service required to be provided under the enclosed specifications including, but not limited to, roads, collection points, collection procedures required, labor required, hours of operation, and all other factors which would affect execution and completion of the work covered by this RFP.

5. Contractor Information

The Contractor shall furnish the following information (Appendix B, Schedules).

(a) A list of areas or municipalities in the State of Illinois for which the Contractor furnishes or has furnished residential solid waste, recycling and yard waste collection for a period of at least two years within the last three years (Appendix B, Schedule 1).

(b) A list of final disposal and/or processing sites intended to be used for residential solid waste, recyclables and yard waste collected by the Contractor (Appendix B, Schedule 2).
(c) A Contractor qualification statement (Appendix B, Schedule 3). If one or more subcontractors are proposed, a subcontractor qualification statement shall be submitted for each subcontractor (Appendix B, Schedule 3.A.).

(d) A listing of refuse collection vehicles that will be used within the City limits (Appendix B, Schedule 4). The listing must include year, make, model, gross vehicle weight and axle design, as well as loaded capacity. Refuse collection vehicles must have covered bodies, be leakproof, cleanable, and not allow blowing or scattering of refuse.

Contractor should use extra copies of schedules or supplemental sheets as necessary to supply information.

6. Evaluation Criteria

The City will evaluate proposals with regard to qualifications and experience, ability to provide services within the identified time schedule, equipment, services offered, support of the City's mission, proposed enhancements to the specifications and cost of services. The City reserves the right to reject any and all proposals or to waive any irregularities or deviations and substitutions must be clearly annotated. The selected Contractor will have submitted the proposal that is in the best interest of the City. If a proposal does not satisfy the minimum requirements as set forth in this RFP, the proposal may be disqualified from further consideration at the discretion of the City.

7. Use of City’s Name

Proposers or the selected Contractor are specifically denied the right of using, in any form or medium, the name of City of O'Fallon for public advertising, unless express written permission is granted by the City Administrator or his designated representative.

8. Time Schedule

The City expects to adhere to the following time schedule:

- Issue RFP: January 8, 2018
- Deadline for Receipt of Written Questions: January 22, 2018
- City Response/addenda to be sent by: January 25, 2018
- RFP Due Date: February 5, 2018
- Award of Contract: March 5, 2018
- Commencement of Contract Services: April 1, 2018

C. GENERAL INFORMATION

1. Purpose of this Section
2. **Description of the Residential Area of the City**

The City of O'Fallon is an established Metroeast community located 15 minutes from downtown St. Louis on Interstate 64. The map enclosed in Appendix D provides more detail of the City. The City has a population of approximately 30,400. The contract for services shall be limited to single-family residential units and residential units for no more than three families. The approximate breakdown of housing units is as follows:

- 8,496 single-family residential units
- 224 two/three-family residential units

The number of units is approximate and it shall be the responsibility of the Contractor to become familiar with the City's residential areas.

3. **Description of Current Residential Solid Waste Program**

For the past 15 years, the City has granted one solid waste company permission to operate residential hauling services. All persons engaged in the business of hauling or transporting waste are required to obtain licenses pursuant to City Code, Chapter 50, Solid Waste (see Appendix E).

The City's current residential solid waste program currently provides once a week collection of unlimited amounts of residential solid waste to each single-family residence and residential units for no more than three families, along with collection of unlimited amounts of recyclables and unlimited amounts of yard waste.

The hauler bills each residential customer directly. All containers are emptied of household waste if their individual weight is not in excess of 75 pounds. Residential units are not limited on the number of containers per weekly pick-up and may use their own cans in addition to the provided 96-gallon cart. One cart is provided to each household by the contractor.

Special waste pick-up services, including collection of white goods, are provided on an established rate schedule. The arrangements for collection are made between the residential unit and the hauler. The hauler bills the residential unit directly for any special waste pick-ups.

The City is **not** currently billed for collection of Municipal solid waste and City sponsored special events.

4. **Description of Current Recycling Program**

Currently, single stream recycling services are provided to all single-family residences and residential units for no more than three families. The hauler bills the residential unit directly
for recycling services. The recycling program collects newspapers, chipboard, boxboard, cardboard boxes, paper bags, phone books, catalogs, magazines, paper cardboard, dairy & juice containers, junk mail, office and school paper, glass bottles and jars, pots and pans, household metals, plastic bottles and containers #1-#7, aluminum cans, foil and pie tins, and tin and steel cans. The contracted hauler supplies 96-gallon recycling carts into which residents can place their recyclables. Unlimited amounts of recyclables are collected every other week on the same day as residential solid waste and yard waste.

5. Description of Current Yard Waste Program

Yard waste collection is provided to all single-family residences and residential units for no more than three families. The hauler bills the residential unit directly for yard waste services. In order for the hauler to collect the material, residential units are required to either place their yard waste into 30-gallon kraft paper bags, rigid containers such as trash cans, or bundle the material (i.e. brush and tree limbs less than 6" in diameter and no longer than 4'; bundles no larger than 24" in diameter and weigh no more than 60 pounds). The kraft bags and rigid containers are provided by the resident. Unlimited amounts of yard waste is collected at the front curb line on a weekly basis.

D. GENERAL SPECIFICATIONS

1. Intent

It is the City's intention to obtain, throughout the term of any future exclusive contract, a clean, courteous, well-scheduled and well-executed program for the collection, hauling and disposal of residential solid waste, recyclables and yard waste from the City's single-family residential area. While the City recognizes that any collection service involves minor customer operating problems, the intent of this RFP is to ensure that any such operation problems are corrected within twenty-four hours of notice with a minimum amount of City intervention or administration (except in emergency situations and as noted in the enclosed contract).

2. Scope of Work

The Contractor shall be responsible for everything required to be performed, and shall provide and furnish all of the labor, materials, necessary tools, expendable equipment and supplies, vehicles, transportation services, educational services, facilities and landfill space required to perform and complete the collection and disposal of residential solid waste, recyclables and yard waste, with processors required to perform and complete the processing and marketing of recyclables and yard waste, all in strict accordance with the contract. The City reserves the right to audit all records associated with the proper disposal, recycling and composting of residential waste and to inspect the facilities used to dispose, recycle and compost the City's residential waste.

3. Duration and Scope of Contract
The contract for services shall become effective on April 1, 2018 and shall remain in full force and effect through midnight March 31, 2021. The City shall have the option to extend the term of the contract for a maximum period of two (2) years. The City must exercise said option by notice in writing to the Contractor no later than sixty (60) days prior to the expiration of the term of the contract. In the event of such extension, all terms and conditions of the contract shall be in full force and effect during the extension period, subject to the following:

(a) The rates to be paid to the Contractor during the extension period shall be as listed on the price quotation sheet (see Appendix A).

(b) The Contractor shall post with the City a Performance Bond procured at his expense for the period of extension and the amount of the Performance Bond shall be in the amount of twenty (20) percent of the annual compensation to be paid to the Contractor, up to a maximum of $1,000,000.00, during the extension period.

4. Public Education

The Contractor shall provide a printed education letter or brochure to be distributed to each eligible household within the City for the purpose of explaining the program. **Both acceptable and unacceptable recycling and yard waste items shall be listed in detail in the printed materials.** The public education shall also include at least one advertisement in a local newspaper of general circulation in the City. Such materials shall be provided at the Contractor’s own cost.

The City shall approve the form and content of the letter or brochure and advertisement prior to their dissemination. Such letter or brochure and advertisement shall be in addition to the City’s own educational material.

Upon request of the City and within reasonable notice, the Contractor shall also make available personnel for presentations at meetings or other similar gatherings to explain the collection program throughout the term of the contract. The number of meetings shall not exceed two (2) per year.

5. Contractor Transition

Should the City choose a different Contractor at the expiration of this contract, the Contractor shall agree to work collaboratively with the chosen Contractor in effecting an orderly transition for up to 60 days.

6. Invoicing for Services

The Contractor is solely responsible for direct invoicing and collection of fees for services rendered to each household to which it provides service in the City. All billing will be for services rendered prior to the billing date. No advanced billing for service will be permitted. Billing should be on a quarterly basis. The Contractor shall provide a list, in digital format, of all units being billed, as requested by the City.
7. **Service and Complaints**

The Contractor shall provide the residents of O'Fallon with a toll free (1-800) phone number for customer service requests. This number shall be prominently displayed on all customer service billings. A message recorder and emergency contact number shall be provided for customer service requests outside normal business hours. All recorded messages shall be answered on the next business day. A back-up message recorder shall be provided in the event of failure of the main phone recorder. The Contractor shall also provide residents of O'Fallon an e-mail address for customer service requests. Any complaint must be given prompt and courteous attention and, in case of missed scheduled collections, the contractor shall investigate and, if verified, shall arrange for the pick-up of said refuse within 24 hours after the complaint is received. The Contractor shall answer the phone promptly, *with an average hold time not to exceed three minutes*, and process complaints quickly without requiring callers to spend long periods of time on hold while waiting for their calls to be handled. The Contractor shall keep a log of all customer complaints or inquiries received from residents of single-family households in the City, together with notations *showing when each complaint was received, when the complaint was remedied*, and how each complaint was addressed or resolved by the Contractor. The Contractor shall provide the City with a copy of the log and a summary of complaints or inquiries *in a digital format* no less frequently than once per month. *The Contractor shall provide private contact numbers and email addresses for City staff to contact company supervisors between the hours of 7:00 a.m. to 7:00 p.m.*

Service shall be provided in a workmanlike manner. Contractor is responsible for immediately removing any residue or spillage from each stop along the residential collection route. Any residential waste, recyclables or yard waste spilled or blown during transportation shall be retrieved immediately.

8. **Penalties**

Contractor shall pay as liquidated damages the sum equal to the corresponding rate stated in the schedule of rates for each dwelling unit pick-up point which, after investigation by the City, has been determined by it to have missed on any collection day; provided, however, that the Contractor shall not be penalized for said amount for a missed collection point if a pick-up at any such pick-up point is made within 24 hours of the appointed pick-up date and provided further that the Contractor shall not be penalized as hereinabove provided if such failure shall be caused by fire, riots, civil commotion or acts of God. For any other failure to comply with the provisions of the contract for services, the Contractor shall pay as liquidated damages the sum of Two Thousand Three Hundred Dollars ($2,300.00) per day.

In the event that the Contractor shall fail or refuse to perform his duties and obligations, or shall become insolvent or shall become the subject of a proceeding in bankruptcy (including any proceeding under Chapter 11 of the Bankruptcy Act), or shall become the subject of any proceeding for the appointment of a receiver, or in the event of an assignment of assets by the Contractor for the benefit of its creditors, or the taking of the Contractor's trucks, equipment, vehicles or other facilities used in connection with the performance of the work under any execution against the Contractor, in such events, the
City may, at its option, declare same forfeited and terminated and the City shall, in addition, be entitled to recover damages and take such other action and seek other remedies as may be permitted by law. The remedies available to the City hereunder shall include, but not be limited to, collection on the Performance Bond posted by the Contractor.

9. **Assignment or Transfer of Contract**

The contract shall not be assignable or transferable by the Contractor, nor shall any service be performed by a subcontractor for the Contractor without the consent, in writing, of the City. Any subcontractor(s), and its role in providing services to the City, shall be identified in the proposal.

10. **Contract Amendment**

Any contract entered into by the Contractor and the City of O'Fallon cannot be modified or changed without the written consent of both parties.

11. **Contract Termination**

The City shall have the right to revoke the contract upon ninety (90) days written notice to the Contractor for failure to perform the required services in the sole opinion of the City.

In the event the Contractor fails to collect refuse, recyclables or yard waste for any five (5) day period as provided herein, the City is authorized to execute against the Performance Bond and the ninety (90) day notice provision will thereby be waived, the City having the immediate right to terminate the contract without further notice to Contractor, except for the acts of God that prevent collection.

12. **Local Improvements**

The City reserves the right to construct any improvement or to permit any construction in any road, which may have the effect for a time of preventing the Contractor from traveling its accustomed route or routes for collection. The City will formally notify the contractor of street closures including the estimated length of the closure. The Contractor shall, however, by a method acceptable to the City, continue to collect the residential solid waste, recyclables and yard waste to the same extent as though no interference existed upon the roads formerly traversed. This shall be done at no extra cost to the City. The City agrees to notify and work with the Contractor to resolve any problems due to construction activity.

13. **Compliance**

The Contractor shall comply with the City of O'Fallon's City Code, Chapter 50, Solid Waste (Appendix E).

The Contractor shall obtain a City of O'Fallon business license, which includes an annual inspection of all hauling vehicles and the provision of a certificate of insurance.

14. **Hours of Collection**
Hours of collection shall be between 7:00 a.m. and 7:00 p.m. Monday through Friday, with no collection allowed on Sundays. Saturday collections will be allowed in weeks where a Federal holiday occur.

15. Quarterly Reports

The Contractor shall submit quarterly reports to the City which state the number of households served, the number of households participating in the City's curbside recycling program (based on accurate counts by the Contractor), the number of households participating in the yard waste collection program, the amount (in tons) of recyclables and yard waste diverted from final disposal by the City's households and the amount of refuse disposed of by the City's households. The report shall include a certification that all collected recyclables were processed appropriately and were not taken to a landfill. The quarterly reports shall be due within 15 days of the end of the quarter.

16. Title to Wastes

All residential solid waste, yard waste and recyclables from the City's households collected by the Contractor in accordance with the terms of the contract shall become and be the property of the Contractor as soon as the material is picked up or otherwise placed in the Contractor's vehicle.

17. Annexation

The Contractor shall agree to provide the same refuse collection services, at same price, to areas annexed by the City, in accordance with State law.

18. State Disposal Legislation

The Contractor shall be aware of impending State of Illinois deadlines established by legislation for implementation of restrictions on disposal of certain wastes, and shall be responsible for compliance with such legislation.

19. Strike Guarantee

In the event of a work-related strike and picketing by City employees, or strike by Contractor's employees or picketing of City premises by other persons, the Contractor shall guarantee continuation of normal residential solid waste, recycling and yard waste collection services to the City.

20. Performance Bond

The Contractor shall also furnish to the City a Performance Bond in favor of the City, specified by name, in the amount of twenty (20) percent of the annual compensation to be paid to the Contractor, up to a maximum of $2,000,000.00. The total number of single family homes stated in Section C.2 shall be used to establish the number of homes potentially served under this contract.
The Performance Bond guaranteeing performance shall remain in effect for the term of the Agreement and shall be delivered upon contract execution. A new Performance Bond shall be delivered to the City at least thirty (30) days prior to the expiration date of an existing bond.

21. **Insurance**

Liability Insurance - The Contractor shall obtain and maintain in force during the term of the contract, at his own expense, for all vehicles, equipment and personnel used in the work covered by the contract, whether used and employed by the Contractor or sub-contractor, liability insurance in a sum of not less than $2,000,000.00 per accident or occurrence. Said insurance shall specifically name the City of O'Fallon as an additional insured party under said policies, and said insurance shall be carried in a firm or corporation which has been duly licensed or permitted to write insurance in the State of Illinois and said policy will not be altered, amended or terminated without thirty (30) days notice having been given to the City of O'Fallon. Any approved sub-contractor shall be subject to all the conditions of this paragraph. A verified copy of such insurance policy or policies, which shall be approved by the City Attorney, shall be submitted to the City Clerk prior to the commencement of services.

Successful Contractor must provide insurance coverages listed below and include the City of O'Fallon as an additional, named insured:

- General Liability $2,000,000
- Property Damage $2,000,000
- Automobile Liability $2,000,000
- Property Damage $2,000,000

Worker's Compensation Insurance - The Contractor shall obtain and maintain in force during the term of the contract, at his own expense, Worker's Compensation Insurance in amounts as prescribed by the Statutes of Illinois. Any approved sub-contractor also shall obtain and maintain in force during the term of the contract, Worker's Compensation Insurance.

22. **Indemnification**

Contractor shall defend, indemnify and hold harmless the City from and against any and all costs (including, but not limited to, attorney's fees), expenses (including, but not limited to, settlement payments), actions, suits, proceedings, claims, demands, assessments, judgments, incident to or arising as a result of the performance or failure to perform on the part of the Contractor, or any approved sub-contractor, under this contract.

23. **Program Specifications**

Detailed program specifications and requirements are provided for "Basic Service", "Optional Services" and "Additional Services". Those submitting proposals must use the price quotation sheet (see Appendix A) for submitting price quotes and must sign the price
The prices quoted shall be the maximum the Contractor will charge for the service and timeframe specified.

(a) Basic Service - For the purposes of calculating a price quotation for Basic Service, the following specifications and requirements shall apply to residential solid waste, bulky waste, single stream recyclables and yard waste collection, hauling, processing and disposal of waste generated by the City's single-family households and households for no more than three (3) families.

1. Residential solid waste, bulky waste, and yard waste shall be collected once a week on the same day, at the front curb line, rear or alley. Recyclables shall be collected every other week on the same day as solid waste, bulky waste and yard waste at the same location. The Contractor shall establish the place of pick-up with individual households.

2. There shall be no limit on the amount of residential solid waste, bulky waste, single stream recyclables or yard waste set out for collection. In addition to the 96-gallon cart provided for solid waste, the Contractor shall collect all items placed at the curb, whether in trash bags or smaller resident-provided trash cans.

3. Collection of the City's residential solid waste, bulky waste, single stream recyclables and yard waste shall be accomplished Monday through Friday each week, excluding Sunday. The Contractor shall determine a collection schedule based on a Monday through Friday format. If a holiday prevents a collection, the route will be picked up one day behind schedule, for the remainder of the week. If a holiday prevents collection on Monday, then Monday routes will be picked up on Tuesday, Tuesday routes will be picked up on Wednesday, Wednesday routes on Thursday, Thursday routes on Friday and Friday routes on Saturday.

4. Materials collected for single stream recycling at the curb shall include newspapers (including inserts), chipboard, boxboard, cardboard boxes, paper bags, telephone books, catalogs, magazines, newspapers, paper cardboard, dairy and juice containers, junk mail, office and school paper, glass bottles and jars, pots and pans and household metals, plastic bottles and containers #1-#7, aluminum cans, foil and pie tins, tin and steel cans. Unacceptable items include non-food cans such as paint or aerosol cans, mirrors, light bulbs, pesticide/herbicide containers, plastic wrappers, bleach or motor oil containers, household hazardous waste such as wet paint, strong cleaning agents, tires, auto batteries, etc.

5. The Contractor shall supply each household to which it provides service with one (1) 96-gallon cart for single stream recyclables and
one (1) 96-gallon cart for solid waste. In addition, each household to which the Contractor provides service shall receive at least one (1) additional cart if the old cart becomes damaged.

6. The Contractor shall offer Christmas tree collection to each household to which it provides service at no additional charge. This free service shall be offered throughout the month of January during regular collection days.

7. All containers are to be emptied of household waste, if their individual weight is not in excess of seventy-five (75) pounds. Collectors shall replace lids of all storage containers after emptying, put the containers back in their original location and shall not abuse said container and lid. Storage containers and other facilities damaged by the collector shall be replaced with like facilities by the Contractor.

8. It shall be the responsibility of the Contractor to inform customers of any changes in routes, procedures or the manner in which holidays are treated, following notice to and approval of the City.

9. The Contractor shall provide refuse containers, as required by the City:
   - Public Works: two 20 c.y. containers - weekly collection, two 40 c.y. containers three times per year during street sweeping, two 40 c.y. containers for biosolids from sewer treatment plant – 2X a week, one 8 c.y. container – weekly collection, and two 96-gallon recycling carts – every other week collection
   - Public Safety: one 4 c.y. container – 2X a week collection, five 96-gallon recycling carts – every other week collection, one 8 c.y. container at the gun range – weekly collection, two 96-gallon recycling carts - every other week collection
   - City Hall: one 4 c.y. container – weekly collection, four 96-gallon recycling carts – every other week collection
   - Library: one 2 c.y. container – weekly collection, three 96-gallon recycling carts – every other week collection
   - IT: one 2 c.y. container – weekly collection, two 96-gallon recycling carts – every other week collection
   - Fire: one 20 c.y. container – on call collection, two 2 c.y. containers – weekly collection, seven 96-gallon recycling carts – every other week collection, three 96-gallon solid waste carts – weekly collection
   - Parks: five 8 c.y. containers – 2X week collection, three 8 c.y. containers – weekly collection, one 4 c.y. container – 2X week collection, two 4 c.y. containers – weekly collection, two 8 c.y. recycling containers – weekly collection, one 8 c.y. recycling container – 2X week collection, six 96-gallon recycling carts – every other week collection, and future park sites as they are developed. The contractor shall also provide collection of City downtown trash containers 2X a week. The Contractor shall provide containers and collection for City
sponsored special events. The Contractor shall provide containers to future City facilities. The Contractor shall not charge the City for these services.

10. Year-round collection of unlimited yard waste shall be made at the front curb line on the same day as residential solid waste, bulky waste and recyclables. All yard waste, with the exception of bundled brush and tree limbs, is to be collected in Kraft paper bags or rigid containers. Brush and tree limbs, less than six inches in diameter are to be tied into bundles no longer than 4 feet in length and having a diameter no greater than 24 inches, and weigh no more than 60 pounds.

11. The Contractor shall provide weekly collection of one bulky item on the normal collection day. Bulky items are defined as all types of solid waste that cannot be placed into a 32-gallon trash can or a 96-gallon cart, but can be carried to the curb by two persons, and does not exceed 150 pounds. Bulky items include such things as household equipment and furniture. It does not include automobile parts or components, batteries, tires, computers, appliances and household hazardous waste items.

12. The Contractor shall provide a senior citizen discount for households consisting of no more than two persons in which the head of the household is 65 years of age or older, as well as a disabled persons discount.

13. The Contractor shall partner with Recyclebank to provide residents the opportunity to participate in the Recyclebank Rewards Program.

(b) Optional Services - At the option and request of the resident, the Contractor shall provide the following services. Contractors are required to provide price quotes for the optional services on the Price Quotation Sheet (Appendix A). The price quoted shall be the additional or incremental cost for the optional service.

1. The Contractor shall provide a 96-gallon mobile cart for the storage of residential solid waste, recycling or yard waste at an additional cost as identified on the Price Quotation Sheet (Appendix A).

2. The Contractor shall provide collection of household appliances such as clothes washers and dryers, ranges and stoves, refrigerators and freezers, microwave ovens, dish washers, household trash compactors, and hot water heaters on a per call basis and at an additional cost as identified on the Price Quotation Sheet (Appendix A).
(c) Additional Services - Contractors are required to provide price quotes on the Price Quotation Sheet (Appendix A) for the following additional services that the City may elect to include in the final contract.

1. On-call collection of residential solid waste via truck, at the request of the City in emergency situations, shall be offered at an additional cost as identified on the Price Quotation Sheet (Appendix A). Collection services shall be provided within 24 hours of notification from the City.

2. Weekly collection of single stream recycling.

3. Collection of solid waste at ten bus stops.

4. Coordination, manning, collection and disposal of household hazardous waste items once per year.

(d) Cooperative Services - Contractors are required to provide price quotes on the Cooperative Services Price Quotation Sheet (Appendix C) for the following cooperative services for our Township and two School Districts.

1. One 4 c.y. container – weekly collection (Township)
2. One 8 c.y. container – 5X a week collection (Milburn Campus)
3. Two 8 c.y. containers – 5X a week collection (Smiley Campus)
4. One 8 c.y. container – 2X a week collection (Smiley Campus)
5. One 2 c.y. container – weekly collection (Dist. 90 Offices)
6. One 2 c.y. recycling container – weekly collection (Dist. 90 Offices)
7. One 8 c.y. container – 2X a week collection (Edward Fulton)
8. One 8 c.y. recycling container – 2X a week collection (Edward Fulton)
9. One 8 c.y. container – 2X a week collection (Estelle Kampmeyer)
10. One 8 c.y. recycling container – weekly collection (Estelle Kampmeyer)
11. One 8 c.y. container – 2X a week collection (Hinchcliffe)
12. One 8 c.y. recycling container – weekly collection (Hinchcliffe)
13. One 8 c.y. container – 2X a week collection (Laverna Evans)
14. One 8 c.y. recycling container – weekly collection (Laverna Evans)
15. One 8 c.y. container – 2X a week collection (Marie Schaeffer)
16. One 8 c.y. recycling container – weekly collection (Marie Schaeffer)
17. One 8 c.y. container – 3X a week collection (Moye)
18. One 8 c.y. recycling container – 2X a week collection (Moye)
19. One 8 c.y. container – 5X a week collection (Carriel)
20. One 8 c.y. recycling container – 2X a week collection (Carriel)
21. One 8 c.y. container – weekly collection (Fulton Pole Barn)
RESIDENTIAL SOLID WASTE, SINGLE STREAM RECYCLING, YARD WASTE COLLECTION, HAULING & DISPOSAL
BID TABULATION - February 2018

Standard service package includes: (Currently $21.55/Mo)
Weekly collection of unlimited amounts of trash
Weekly collection of unlimited amounts of yard waste
Bi-weekly collection of unlimited amounts of single stream recycling
Two 96-gallon carts (one for trash and one for recycling)
Weekly collection of one bulky item
Christmas tree removal in January
Recyclebank rewards program
Senior/disabled discount
City activities (facilities, special events, downtown trash cans)

Optional items include:
Additional carts
Appliance pick-up

<table>
<thead>
<tr>
<th>Republic</th>
<th>Standard (Cost/Mo/Residence)</th>
<th>Senior/Disabled (Cost/Mo/Residence)</th>
<th>Optional cart (Cost/Mo/Residence)</th>
<th>Optional Household appliance (Cost/pick-up/Residence)</th>
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<tbody>
<tr>
<td>Year 1</td>
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<td>19.10</td>
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<tr>
<td>Year 2</td>
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<tr>
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<tr>
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<th>Waste Management</th>
<th>Standard (Cost/Mo/Residence)</th>
<th>Senior/Disabled (Cost/Mo/Residence)</th>
<th>Optional cart (Cost/Mo/Residence)</th>
<th>Optional Household appliance (Cost/pick-up/Residence)</th>
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<td>17.64</td>
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<tr>
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<tr>
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<td>25.00</td>
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Waste Management was the putative low bidder on the standard service package, so in accordance state law, we negotiated with them to lower their prices. Below are the negotiated rates:

| Year 1 | 19.95   | 16.96 |
| Year 2 | 20.55   | 17.47 |
| Year 3 | 21.15   | 17.98 |
| Optional Year 4 | 21.75 | 18.49 |
| Optional Year 5  | 22.40 | 19.04 |
We asked bidders to bid on Additional Service items that we may or may not include in the final contract. Those items are listed below.

### Additional Services:

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<tr>
<th>Republic</th>
<th>Emergency Collection (Cost/pick-up)</th>
<th>Weekly Recycling (Cost/Mo/Residence)</th>
<th>Senior/Disabled (Cost/Mo/Residence)</th>
<th>2X/Week 10 bus stops (Cost/Mo)</th>
<th>Annual Hazardous Waste Event</th>
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<tr>
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<td>8cy=$175; 20cy=$400; 40cy=$395</td>
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<td>Negotiated at award of bid</td>
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<tr>
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<td>+$30/ton</td>
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<td></td>
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<tr>
<td>Year 2</td>
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<td>30.90</td>
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<tr>
<td>Year 3</td>
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<td>24.51</td>
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<td>27.56</td>
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<tr>
<td></td>
<td>+$32/ton</td>
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<td>28.39</td>
<td>26.00</td>
<td>33.78</td>
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</tbody>
</table>

### Waste Management

| Year 1   | 8 cy=$95; 20 cy=$350; 40 cy=$450 | 24.95                               | 21.21                              | 0.00                          | Negotiated at award of bid    |
| Year 2   | SAME                               | 25.97                               | 22.07                              | 0.00                          |                               |
| Year 3   | SAME                               | 26.47                               | 22.50                              | 0.00                          |                               |
| Optional Year 4 | 8 cy=$105; 20 cy=$375; 40 cy=$475 | 27.26                               | 23.17                              | 0.00                          |                               |
| Optional Year 5 | SAME                            | 28.08                               | 23.87                              | 0.00                          |                               |
Memo

To: Elected Officials
From: John Harty-Director of Public Works
CC: Directors
Date: August 5, 2019
Re: Public Works Committee Agenda Overview

Longacre/Union Hill Signals – Fed. Funding Agreement, Construction
(Aggenda Item 1)
Attached to the Overview is the Local Public Agency Agreement for Federal Participation associated with the construction costs specific to the proposed signalization of the Longacre Drive and Union Hill Road intersection. The estimate of construction costs has been determined to be $319,375.00 with Federal funding assistance of $255,500.00. The City's responsibility listed in the Agreement is reported to be $63,875.00 which resides in the CIP/Home Rule budget with $400,000.00 allocated. Following the execution of this Agreement this project will be advertised for bid in November with construction beginning early next year.

Permanent Easement, Pleasant Ridge Road P.I.N. – 03-20.0-204-017
Permanent Easement, Pleasant Ridge Road P.I.N. – 03-20.0-204-006
Permanent Easement, Pleasant Ridge Road P.I.N. – 03-20.0-204-018
Permanent Easement, Pleasant Ridge Road P.I.N. – 03-20.0-204-005
Permanent Easement, Pleasant Ridge Road P.I.N. – 03-20.0-204-003
(Agenda Items 2-6)
The agenda items listed above are all specific to storm sewer easements necessary for the Pleasant Ridge Road Improvements project. The proposed storm sewer associated with the project drains into four separate locations three of which split property lines on the south side of the road. The fourth drainage location is into the existing system on Bunkum Road.

A Resolution for each easement situation is necessary as these are to be executed by the Mayor and recorded with the County.
Single Source Trash Hauling  
(Agenda Item 7)

Trash hauling services for the City is once again on the agenda with the discussion centered on the steps to begin the process.

*The Mayor has been approached about the possibility of single source trash hauling services being negotiated by the City for its residents and, as such, has requested this item to be included on the agenda. There is to be a presentation and discussion on the prospect of contracting with a company, through the competitive process, to provide sanitation services for Fairview Heights.*

Above is the narrative from the Single Source Trash Hauling agenda item form August of last year and below are the minutes associated with that meeting.

*The Director stated that the Mayor has been approached by many residents regarding the possibility of the City offering single-source trash hauling services. The Mayor stated that he has discussed this matter with other City’s Mayors and relayed they have hugely benefited from contracting with a single-source hauler. The Mayor and staff researched this possibility and offered information to Committee and Councilmen through a PowerPoint presentation. The following were highlights of the presentation:*

- Financial Savings for Residents and City,
- Protect Infrastructure,
- Elimination of City Bulk Trash Services, and
- Enhanced Services.

*The Mayor explained that the City would request proposals from haulers, and in most cities, the contract is for two or three years, which locks the rates for that period, with renewal clauses. The Mayor requested that Councilmen consider the City contracting with a single source trash hauling service.*

Attached to the agenda is the Request for Proposal used by the City of O'Fallon for the procurement of trash hauling for the City. The Request outlines in detail the process to which the service provider is to adhere and will likely address questions that you may have.

Should the Council find single source trash hauling a worthy endeavor and a consensus to pursue is reached at the meeting the following is a timeline associated with beginning the process.
August
  Consensus to move forward
  Prepare RFP

September
  Update Council on RFP

October
  Advertise the RFP

November
  Open and read bids/Award contract

December
  Educate the residents on the process

Quarter One 2020
  Implement the service
Director's Report - Project Updates  
(Agenda Item 4)

Hollandia Storm and Sanitary Sewer Improvements – At this time the contractor, Kamadulski Excavating, is finishing up another project and anticipates mobilizing to Hollandia sometime later this month or early next month.

89th Street – Construction on 89th has resumed with the failed slope area being removed to relieve some of the soil pressure in that area.

Frank Scott Parkway Widening – The widening of Frank Scott is substantially complete at this time.

Sullivan Drive to Union Hill Road – The County Engineer has informed me that the project is currently in design and is close to being placed on an IDOT letting, advertisement for bids. There should be a contractor identified by the end of this year.

Pleasant Ridge Road – There will be a Preconstruction meeting specific to Pleasant Ridge Road tomorrow. I'll have a more detailed update at the Committee meeting.

Lincoln Trail Sidewalks, Phase III – The Lincoln Trail Sidewalks, Phase III will be advertised for bid on Sunday, August 11. Bids will be opened in early September with a contractor recommendation presented at the September Committee meeting.
MOTIONS

Agenda Item 1

Move to send to City Council with the recommendation of approval the Local Public Agency Agreement for Federal Participation for the construction costs associated with the Longacre/Union Hill Signals.

Agenda Items 2 - 6

Move to send to City Council with the recommendation of approval the Permanent Easement associated with the drainage improvements located at Parcel Identification Number ____________________, Fairview Heights, Illinois.

Item 2 P.I.N. 03-20.0-204-017
Item 3 P.I.N. 03-20.0-204-006
Item 4 P.I.N. 03-20.0-204-018
Item 5 P.I.N. 03-20.0-204-005
Item 6 P.I.N. 03-20.0-204-003