Committee Members:
Frank Menn
Roger Lowry
Pat Baeske
Harry Zimmerman
Denise Williams

AGENDA
OPERATIONS COMMITTEE
Wednesday, February 6, 2019 – 7:00 p.m.
Council Chambers
Fairview Heights City Hall
10025 Bunkum Road

Public Participation
Approval of Minutes – January 2, 2019

Personnel
Alderman Denise Williams, Chairman

1. Force Level Resolution – PT Custodian

Public Services
Alderman Pat Baeske, Chairman

1. IPWMAN – Illinois Public Works Mutual Aid Network
2. Fiscal Year 2019-2020 MFT Maintenance Resolution
3. Motion to Solicit Bids – Longacre Concrete Joint Repair
4. Motion to Solicit Bids – Susan Court Asphalt Overlay
5. St. Clair County – Support for Turn Lane at Old Collinsville Road/Ashland Ave.
6. Director’s Report - Project Updates
Committee Members in attendance – Pat Baeske, Roger Lowry, Frank Menn, Harry Zimmerman, Denise Williams

Committee Members absent – None

Other Aldermen and Elected Officials in attendance – Mayor Mark Kupsky, City Clerk Karen Kaufhold, Aldermen Pat Peck, Bill Poletti, Ryan Vickers, Brenda Wagner,

Staff in attendance – Director of Public Works John Harty, Police Lt. David Kitley, and City Attorney Jim Gehrs

Recorder – Jill Huffman

Public Participation

None

Approval of Minutes, December 5, 2018

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

Public Services Committee
Alderman Pat Baeske, Chairman

LONGACRE/UNION HILL SIGNALS – SUPPLEMENTAL AGREEMENT – HORNER & SHIFRIN

The Public Works Director presented a proposal from Horner & Shifrin for additional design work for the necessary storm sewer extension and resubmittal to IDOT for approval for a not to exceed amount of $4,575.

Motion and second to forward a Resolution to City Council with recommendation of approval to enter into a supplemental contract with Horner & Shifrin for a not to exceed amount of $4,575 for the additional work associated with Longacre/Union Hill Signals project by Aldermen Lowry/Menn. 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.
Personnel Committee
Alderman Denise Williams, Chairman

No Report

Adjournment 7:13 p.m.

Submitted By:

_________________________________
Recorder
COMMENTS:

The current part time custodian position in the Public Works department is currently set to work a total of six (6) hours per week. This position is mainly responsible for the cleaning of the large Recreation Room on Monday and Friday mornings.

It has proved difficult to find a “permanent” part time employee who is willing to work six (6) hours per week as they typically have other employment.

Additionally, with the remodeling of the Community Room and how frequently the space is rented, there is enough coverage to justify bumping this position’s hours up from 6 hours per week to 10 hours per week.

| PT Custodian - 6 to 10 Hours Financial Breakdown |
|----------------|----------------|----------------|
|                | 6 hours        | 10 hours       | Difference in Wages |
| Per week       | $88.44         | $147.40        | $58.96              |
| Per month      | $353.76        | $589.60        | $235.84             |
| Per year       | $4,598.88      | $7,664.80      | $3,065.92           |

Because both the Community Room and large Recreation Room fall under the Parks and Recreation department, and the difficulty in finding a permanent employee who is able to work a small six (6) hours per week, we are asking the Personnel Committee to recommend:

- moving this position from the Public Works department to the Parks & Recreation department in the force level; and
- to increase the annual hours from 320 hours per year to 520 hours per year (6 hours per week to 10 hours per week).

**MOTION** - Move to send to City Council with the recommendation of moving the part time, 6 hour per week custodial position in the Public Works department to the Parks & Recreation department and increase the weekly hours from 6 hours to 10 hours per week in the force level.

**Attachments**
FORCE LEVEL – PROPOSED CHANGES IN RED

EXECUTIVE:

PART TIME:
Liquor Commissioner One (1)
City Collector One (1)
Budget Director One (1)
City Attorney One (1)

ADMINISTRATION:

FULL TIME:
Secretary Grade 6 One (1)
Information Systems Specialist One (1)
IT Analyst Grade 5 One (1)
Human Resources Specialist – Management Level V One (1)
Administrator One (1)

PART TIME:
Administrative Support (Clerk III) (not to exceed 1,456 hours/year) One (1)

EDC:
Director One (1)

EXECUTIVE – CITY CLERK’S OFFICE: (Under the direction of the City Clerk)
Supervisor/Deputy Clerk – Management Level IV One (1)
Office Staff I One (1)
Office Staff II One (1)

EXECUTIVE – FINANCE DEPARTMENT:

FULL TIME:
Finance Director/Budget Officer One (1)
Accounting Supervisor Grade 7 One (1)
Office Staff II One (1)

LAND USE AND DEVELOPMENT:

FULL TIME:
Director One (1)
Secretary One (1)
FORCE LEVEL – PROPOSED CHANGES IN RED

Building Official       Grade 7 One (1)
Code Enforcement Officer One (1)
Assistant Building Official One (1)
Animal Control/Code Enforcement Assistant Two (2)
Office Staff II One (1)

PART TIME:

Electrical Inspector (Appointed) One (1)
Plumbing Inspector (Appointed) One (1)
Building Inspector Assistant (Not to exceed 1,456 hours/year) Two (2)

LIBRARY:

FULL TIME:

Director One (1)
Youth Services/Assistant Director One (1)
Head of Circulation Services One (1)

PART TIME:

Circulation Clerk (26 hours/week) Six (6)
Youth Services Assistant (25 hours/week) One (1)
Pager/Shelver (14 hours/week) One (1)
Summer Library Aides (10 hours/week for 12 weeks) One (1)
Pager/Shelver (10 hours/week for 10 weeks) One (1)

LAW ENFORCEMENT:

FULL TIME COMMISSIONED:

Chief – Management Level I One (1)
* Captain – Management Level II One (1)
* Lieutenant – Management Level III Three (3)
* Sergeants – Management Level IV Five (5)
Patrol Officer – Thirty-Four (34)
One (1) Drug Enforcement Agency
Two (2) School Resource Officer
One (1) Metropolitan Enforcement Group of Southwestern Illinois

* Police Management Levels as outlined in Salary Ordinance

FULL TIME CIVILIAN:

Administrative Secretary Grade 6 One (1)
FORCE LEVEL – PROPOSED CHANGES IN RED

Records Clerk       Grade 3 One (1)
Community Service Officer       Grade 4 Two (2)
Civilian Supervisor       Grade 7 One (1)

PART TIME:
Crime-Free Multi-Housing Coordinator (not to exceed 28 hours/week) One (1)

CIVILIAN POLICE AIDE – PART-TIME BANK:
(Total Part-Time Hours 12,100 per year)
Civilian Police Aides (not to exceed 28 hours per week, average) Four (4)
Any other Civilian Police Aids (not to exceed 20 hours per week, average) Four (4)

E.S.D.A.:

PART TIME:
E.S.D.A. Coordinator One (1)
Assistant E.S.D.A. Coordinator One (1)

PUBLIC WORKS DEPARTMENT ENGINEERING:

FULL TIME:
Director One (1)
City Engineer One (1)
Supervisor – Management Level IV One (1)
Lead Laborer – Public Works Two (2)
Laborer – Streets Seven (7)
Secretary Grade 6 One (1)

PART TIME:
Unskilled Laborers (Seasonal) Two (2)
Skilled Laborers (Seasonal) Four (4)

MUNICIPAL COMPLEX:

FULL TIME:
Lead Laborer – Municipal Complex One (1)
Laborer – Municipal Complex One (1)
Custodian Two (2)

PART TIME:
## FORCE LEVEL – PROPOSED CHANGES IN RED

<table>
<thead>
<tr>
<th>Position</th>
<th>Full Time</th>
<th>Part Time</th>
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</thead>
<tbody>
<tr>
<td>Custodian (not to exceed 1,820 hours/year)</td>
<td>One (1)</td>
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</tr>
<tr>
<td>Custodian (not to exceed 320 hours/year)</td>
<td>One (1)</td>
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<tr>
<td><strong>MAINTENANCE GARAGE:</strong></td>
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<td><strong>FULL TIME:</strong></td>
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<tr>
<td>Superintendent – Management Level IV</td>
<td>One (1)</td>
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<tr>
<td>Master/Lead Mechanic</td>
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<tr>
<td>Mechanic</td>
<td>One (1)</td>
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<td>Laborer</td>
<td>One (1)</td>
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<td><strong>PARKS AND RECREATION:</strong></td>
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<td><strong>FULL TIME:</strong></td>
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<tr>
<td>Director</td>
<td>One (1)</td>
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<tr>
<td>Parks Supervisor</td>
<td>Grade 8</td>
<td>One (1)</td>
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<tr>
<td>Recreation Supervisor</td>
<td>Grade 7</td>
<td>One (1)</td>
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<tr>
<td>Office Staff/Secretary</td>
<td>Grade 6</td>
<td>One (1)</td>
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<tr>
<td>Recreation Assistant/Facility Rentals Specialist</td>
<td>Grade 3</td>
<td>One (1)</td>
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<tr>
<td>Recreation Assistant</td>
<td>Grade 3</td>
<td>One (1)</td>
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<tr>
<td>Lead Laborers</td>
<td>Two (2)</td>
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<tr>
<td>Laborers</td>
<td>Four (4)</td>
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<tr>
<td><strong>PART TIME:</strong></td>
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<tr>
<td>Laborers (Seasonal)</td>
<td>Five (5)</td>
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<tr>
<td>Recreation Program Coordinator</td>
<td>One (1)</td>
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<tr>
<td>Recreation Coordinator</td>
<td>Nine (9)</td>
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<tr>
<td>Recreation Assistant</td>
<td>Two (2)</td>
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<tr>
<td>Day Camp Counselor</td>
<td>Three (3)</td>
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<tr>
<td>Custodian (not to exceed 520 hours/year)</td>
<td>One (1)</td>
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<tr>
<td><strong>RECREATION COMPLEX DIVISION:</strong></td>
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<td><strong>FULL TIME:</strong></td>
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<tr>
<td>Facility Manager</td>
<td>One (1)</td>
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<td>Member Services Manager</td>
<td>One (1)</td>
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<tr>
<td>Membership/Marketing Assistant</td>
<td>One (1)</td>
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<tr>
<td>Aquatics Manager</td>
<td>One (1)</td>
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<td>Athletics Manager</td>
<td>One (1)</td>
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<td>Fitness Manager</td>
<td>One (1)</td>
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<tr>
<td>Operations Manager</td>
<td>One (1)</td>
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</table>
FORCE LEVEL – PROPOSED CHANGES IN RED

PART TIME:

AQUATICS DEPARTMENT: PART-TIME BANK
(Total Part Time Hours Bank– 22,912 hours per year)

Lead Lifeguards Not to exceed 1,456 hours per year (per position)
Lifeguards Not to exceed 1,000 hours per year (per position)

ATHLETICS DEPARTMENT: PART-TIME BANK
(Total Part Time Hours Bank– 33,000 per year)

Gym Attendants Not to exceed 1,000 hours per year (per position)
Athletics Instructors Not to exceed 1,000 hours per year (per position)
Clip ’n Climb Assistants Not to exceed 1,000 hours per year (per position)
Clip ’n Climb Attendants Not to exceed 1,000 hours per year (per position)

FITNESS DEPARTMENT: PART-TIME BANK
(Total Part Time Hours Bank– 14,000 per year)

Fitness Attendants Not to exceed 1,000 hours per year (per position)
Silversneakers Instructors Not to exceed 1,000 hours per year (per position)
Fitness Instructors Not to exceed 1,000 hours per year (per position)

MEMBERSHIP AND SALES DEPARTMENT: PART-TIME BANK
(Total Part Time Hours Bank– 25,368 per year)

Member Services Assistants Not to exceed 1,456 hours per year (per position)
Member Services Attendants Not to exceed 1,000 hours per year (per position)
Child Watch Attendants Not to exceed 1,000 hours per year (per position)
Party Attendants Not to exceed 1,000 hours per year (per position)

OPERATIONS DEPARTMENT: PART-TIME BANK
(Total Part Time Hours Bank – 11,648 per year)

Maintenance Assistants Not to exceed 1,456 hours per year (per position)
Maintenance Attendants Not to exceed 1,456 hours per year (per position)
A Statewide Mutual Aid System for Public Works
Benefits To Becoming A Member:

- Access to assets from all of Illinois
- First 5 days support provided at no cost
- Standardized operating procedures for disaster response
- Quick and direct access to assets
- One agreement, simplified reimbursement
Benefits of IPWMAN

- All public works related agencies can be members
- Membership sets priorities and controls system
- Network maintains current, readily accessible listing of available resources
- Recognized by IEMA and other statewide mutual aid organizations
- Hold a seat in the State Emergency Operations Center
- Comprehensive, public works driven and led training
- Access to assets from all corners of Illinois
- First 5 days support provided at no cost
- Standardized operating procedures for disaster response
- Quick and direct access to assets
- One agreement, simplified reimbursement
Mutual Aid Agreement Highlights

• Authority is provided under Illinois law
• One standard agreement signed by each member agency.
• Self renewing after first year with payment of dues
• Can cancel at any time
• No obligation to respond
• 12 hour minimum response guarantee
• Can recall resources at any time after first 12 hours
• Reimbursement may be available after 5 days
How much does it cost?

• **Member fees support**
  - Dispatch center
  - Web site maintenance
  - Maintenance of resource lists
  - Insurance, etc.
  - Contracted administrative support
  - Portion of annual conference

• **Fees are based on population served**
  - Under 15,000 -- $100 per year
  - 15,001 to 75,000 -- $250 per year
  - Over 75,000 -- $500 per year
ORDINANCE NO. ______

An Ordinance Authorizing Execution of the Illinois Public Works Mutual Aid Network Agreement (IPWMAN)

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and,

WHEREAS, the "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and,

WHEREAS, Section 5 of the "Intergovernmental Cooperation Act", 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and,

WHEREAS, the (Mayor, Village President, County Board Chair, etc.) and the (City Council, Board of Trustees, County Board of Commissioners, etc.) of (City, Village, County) have determined that it is in the best interests of the ________________ and its residents to enter into an intergovernmental agreement to secure to each the benefits of mutual aid in public works and the protection of life and property from an emergency or disaster and to provide for public works assistance, training and other necessary functions to further the response and recovery from said emergency or disaster. The principal objective of the public works mutual aid assistance being the response to and recovery from any emergency or disaster and the return of the community to as near normal as quickly as possible.
NOW, THEREFORE, BE IT ORDAINED by the ____________________________
of the ________________, __________ County, Illinois as follows:

SECTION ONE: That the ______________ and the ______________ be and are
hereby authorized to execute an Agreement for participation in the Illinois Public Works Mutual
Aid Network (IPWMAN), a copy of said Agreement being attached hereto and being made a part
hereof.

APPROVED this ____ day of _____________, 20__, by a roll call vote as follows:

AYES:__________________________________________________________

NAYS:__________________________________________________________

ABSENT:________________________________________________________

(Authorized Signature)

ATTEST:

______________________________________________________________

(Authorized Signature)
Illinois Public Works
Mutual Aid Network Agreement

This Public Works Agreement (hereinafter “Agreement”) is entered into by the City of Fairview Heights which has, by executing this Agreement, manifested its intent to participate in an Intrastate Program for Mutual Aid and Assistance, hereinafter entitled the “Illinois Public Works Mutual Aid Network (IPWMAN)”;

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, (hereinafter “Act”) authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, any community that is a home rule unit of local government under the 1970 Constitution of the State of Illinois and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Act provides that any one or more public agencies may contract with any one or more other public agencies to set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting Parties; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including a unit of local government from another state; and

WHEREAS, the Parties to this Agreement may voluntarily agree to participate in mutual aid and assistance activities conducted under the State of Illinois Intrastate Mutual Aid and Assistance Program and the Interstate Emergency Management Assistance Compact (EMAC). Parties may voluntarily agree to participate in an interstate Mutual Aid and Assistance Program for public works related agencies including, but not limited to; local municipal public works departments, township road districts, unit road districts, county highway departments, public water agencies and public wastewater agencies or any other governmental entity that performs a public works function through this Agreement if such a program were established.

WHEREAS, the Parties hereto are units of local government as defined by the Constitution of the State of Illinois and the Intergovernmental Cooperation Act; and

WHEREAS, the Parties recognize that they are vulnerable to a variety of potential, natural and man-made disasters; and

WHEREAS, the Parties to this Agreement wish to provide mutual aid and assistance to one another during times of disaster or public works emergencies.

NOW, THEREFORE, the Parties agree as follows:
SECTION I: PURPOSE

The Illinois Public Works Mutual Aid Network (IPWMAN) program is hereby established to provide a method whereby public works related agencies, including, but not limited to, local municipal public works departments, township road districts, unit road districts, county highway departments, public water agencies and public wastewater agencies or any other governmental entity that performs a public works function in need mutual aid assistance may request aid and assistance in the form of personnel, equipment, materials and/or other associated services as necessary from other public works related agencies. The purpose of this Agreement is to formally document such a program.

SECTION II: DEFINITIONS

The following definitions will apply to the terms appearing in this Agreement.

A. "AGENCY" means any municipal public works agency, township road district, unit road district, county highway departments, publicly-owned water organization and publicly-owned wastewater organization or any other governmental entity that performs a public works function that abides by the provisions as found in this Agreement.

B. "AID AND ASSISTANCE" includes, but is not limited to, personnel, equipment, facilities, services, materials and supplies and any other resources needed to provide mutual aid response.

C. "AUTHORIZED REPRESENTATIVE" means a Party's employee who, by reason of his or her position, has been authorized, in writing by that Party, to request, offer, or provide aid and assistance pursuant to this Agreement. Each Party's initial authorized representative, and the representative’s title, is listed on the contact list. If the title of the authorized representative as listed by name on the contact list has changed, such change shall have no effect on the authority of the authorized representative and the named person shall continue to be the authorized representative until a different person is named as the authorized representative in writing by the Party. In the event that the person who is listed as authorized representative is no longer employed by the Party, the successor in the office formerly held by the authorized representative shall automatically become the authorized representative unless the Party indicates otherwise in writing. Each Party's authorized representative shall be responsible to designate someone to supervise that Party's employees who are engaged in the receipt or furnishing of aid and assistance, including, but not limited to, opening of public ways; removal of debris; building of protective barriers; management of physical damage to structures and terrain; transportation of persons, supplies, and equipment; and repair and operation of municipal utilities.

D. "BOARD OF DIRECTORS" is a group of representatives from the Parties to the IPWMAN Agreement elected to organize and maintain the program. The Board of Directors shall consist of members of the IPWMAN. Qualifications and terms for the Board members shall be defined in the By-Laws of the Illinois Public Works Mutual Aid Network, Inc.

E. "BOARD MEMBER" is a representative of the Association (IPWMAN) serving on the Board of Directors.

F. "DISASTER" means a calamitous incident threatening loss of life or significant loss or damage to property, including, but not limited to flood, winter storm, hurricane, tornado, dam break, or other naturally-occurring catastrophe or man-made, accidental, military, or paramilitary incident, or biological or health disasters or a natural or manmade incident that is, or is likely to be, beyond the control of the services, personnel, equipment and facilities of a Party that requires assistance under this Mutual Aid and
Assistance Agreement, but must be coordinated through the appropriate local accredited/certified Emergency Management Agency coordinator.

G. “IPWMAN” is the acronym for the Illinois Public Works Mutual Aid Network.

H. “LOCAL EMERGENCY” is defined as an urgent need requiring immediate action or attention beyond normal capabilities, procedures and scope for aid and assistance by an agency.

I. "MUTUAL AID RESOURCE LIST" means the list of the equipment, personnel and other resources that each Party has available for the provision of aid and assistance to other Parties. This list shall be periodically updated in accordance with the Operational Plan.

J. “NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)” a Presidential directive that provides a consistent nationwide approach that allows federal, state, local and tribal governments as well as private-sector and nongovernmental organizations to work together to manage incidents and disasters of all kinds.

K. “PARTY” means an agency which has adopted and executed this Agreement.

L. "PERIOD OF ASSISTANCE" means a specified period of time when a Responding Agency assists a Requesting Agency. The period commences when personnel, equipment, or supplies depart from a Responding Agency’s facility and ends when the resources return to their facility (portal to portal). All protections identified in the Agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from an emergency, as previously defined.

M. "RESPONDING AGENCY" means the Party or Agency which has received a request to furnish aid and assistance from another Party and has agreed to provide the same.

N. “REQUESTING AGENCY” means the Party or Agency requesting and receiving aid and assistance from a Responding Agency.

SECTION III: RESPONSIBILITY OF PARTIES

A. PROVISION OF AID. Each Party recognizes that it may be requested to provide aid and assistance at a time when it is necessary to provide similar aid and assistance to the Party’s own constituents. This Agreement shall not be construed to impose any unconditional obligation on any Party to provide aid and assistance. A Party may choose not to render aid and assistance at any time, for any reason.

B. RECRUITMENT. The Parties hereby encourage each other to enlist other agencies to adopt and execute this Agreement.

C. AGREEMENT FOR BENEFIT OF PARTIES. All functions and activities performed under this Agreement are for the benefit of the Parties to this Agreement. Accordingly, this Agreement shall not be construed to be for the benefit of any third parties and no third parties shall have any right or cause of action against the Parties to this Agreement.

D. IMMUNITIES. All immunities provided by law to the Parties shall be fully applicable to the Parties providing or receiving aid and assistance pursuant to this Agreement, including, but not limited to, the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq.

E. MEMBERSHIP. To be a member in good standing, a Party shall be responsible for dues and other obligations as specified in the IPWMAN By-Laws and Operational Plan.
SECTION IV: ANNUAL REVIEW

At a minimum, the Board of Directors shall meet annually at a meeting place designated by the Board of Directors to review and discuss this Agreement and, if applicable, to recommend amendments to this Agreement. The Board of Directors shall have the power and signing authority to carry out the purposes of this Agreement, including but not limited to the power to: adopt by-laws; execute agreements and documents approved by the Board of Directors; develop specific operating plans, procedures and protocol for requesting assistance; organize meetings; operate a website; disseminate information; create informational brochures; create subcommittees; maintain lists of the Parties; maintain equipment and supply inventory lists; and deal with Party issues.

SECTION V: PROCEDURES FOR REQUESTING ASSISTANCE

The Board of Directors will promulgate and regularly update procedures for requesting assistance through the Illinois Public Works Mutual Aid Network (IPWMAN) Operational Plan.

SECTION VI: RESPONDING AGENCY’S ASSESSMENT OF AVAILABILITY OF RESOURCES

The Board of Directors will promulgate and regularly update procedures for responding agency’s assessment of availability of resources through IPWMAN Operational Plan.

SECTION VII: SUPERVISION AND CONTROL

A. DESIGNATION OF RESPONDING AGENCY’S SUPERVISORY PERSONNEL. Responding Agency shall designate a representative who shall serve as the person in charge of coordinating the initial work assigned to the Responding Agency’s employees by the Requesting Agency. The Requesting Agency shall direct and coordinate the work being assigned to the Responding Agency(s) and the Requesting Agency’s employees. All actions shall be consistent with and in accordance with the National Incident Management System (NIMS) and the IPWMAN Operational Plan.

B. RESPONSIBILITIES OF RESPONDING AGENCY’S SUPERVISORY PERSONNEL. The Board of Directors will promulgate and regularly update procedures for Responding Agency’s supervisory personnel through the IPWMAN Operational Plan.

SECTION VIII: LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY; RECALL

The Board of Directors will promulgate and regularly update procedures for length of time for aid and assistance; renewability; recall through the Illinois Public Works Mutual Aid Network (IPWMAN) Operational Plan.

It is presumed that a Responding Agency’s aid and assistance shall be given for an initial minimum period of twelve (12) hours. Thereafter, assistance shall be extended as the Responding Agency and Requesting Agency shall agree. The twelve (12) hour period shall start when the aid and assistance departs from Responding Agency’s location with the intent of going to Requesting Agency’s location. The aid and assistance shall end when it returns to Responding Agency’s location with the understanding between the Responding Agency and Requesting Agency that provision of aid and assistance is complete.
Responding Agency may recall its aid and assistance at any time at its sole discretion. Responding Agency shall make a good faith effort to give the Requesting Agency as much advance notice of the recall as is practical under the circumstances.

SECTION IX: DOCUMENTATION OF COST & REIMBURSEMENT OF COST

A. PERSONNEL – Responding Agency shall continue to pay its employees according to its then prevailing ordinances, rules, regulations, and collective bargaining agreements. At the conclusion of the period of aid and assistance, the Responding Agency shall document all direct and indirect payroll costs plus any taxes and employee benefits which are measured as a function of payroll (i.e.; FICA, unemployment, retirement, etc.).

B. RESPONDING AGENCY’S TRAVELING EMPLOYEE NEEDS – Responding Agency shall document the basic needs of Responding Agency’s traveling employees, such as reasonable lodging and meal expenses of Responding Agency’s personnel, including without limitation transportation expenses for travel to and from the stricken area during the period of aid and assistance.

C. EQUIPMENT – Responding Agency shall document the use of its equipment during the period of aid and assistance including without limitation all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition, fuels, miscellaneous supplies, and damages directly caused by provision of the aid and assistance.

D. MATERIALS AND SUPPLIES – Responding Agency shall document all materials and supplies furnished by it and used or damaged during the period of aid and assistance.

E. REIMBURSEMENT OF COSTS – Equipment, personnel, materials, supplies and/or services provided pursuant to this Agreement shall be at no charge to the Requesting Agency, unless the aid and assistance is requested for more than five (5) calendar days. If aid and assistance is requested from the State of Illinois to be activated as a State asset, the Responding Agency will be reimbursed for personnel, materials, supplies and equipment from the first day of the response to the event by the State of Illinois. Materials and supplies will be reimbursed at the cost of replacement of the commodity. Personnel will be reimbursed at Responding Agency rates and equipment will be reimbursed at an appropriate equipment rate based upon either pre-existing locally established rates, the Federal Emergency Management Agency Equipment Rate Schedule or that published by the Illinois Department of Transportation. In the event that there is no such appropriate equipment rate as described above, reimbursement shall be at the actual cost incurred by the Responding Agency.

SECTION X: RIGHTS AND PRIVILEGES OF RESPONDING AGENCY’S EMPLOYEES

Whenever Responding Agency’s employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of Responding Agency.
SECTION XI: WORKERS’ COMPENSATION

The Parties agree that Requesting Agency shall be responsible for payment of workers’ compensation benefits owed to Requesting Agency’s employees and that Responding Agency shall be responsible for payment of workers’ compensation benefits owed to Responding Agency’s employees.

SECTION XII: INSURANCE

Each Party shall bear the risk of liability for its agency and its agency’s employees’ acts and omissions and shall determine for itself what amount of insurance it should carry, if any. Each Party understands and agrees that any insurance coverage obtained shall in no way limit that Party’s responsibility under Section XIII of this Agreement to indemnify and hold the other Parties to this Agreement harmless from such liability.

SECTION XIII: INDEMNIFICATION

Each Party hereto agrees to waive all claims against all other Parties hereto for any loss, damage, personal injury or death occurring in consequence of the performance of this Mutual Aid Agreement; provided, however, that such claim is not a result of gross negligence or willful misconduct by a Party hereto or its personnel.

Each Party requesting aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify and defend the Party rendering aid and its personnel from any and all claims, demands, liability, losses, suits in law or in equity which are made by a third party provided, however, that all employee benefits, wage and disability payments, pensions, worker’s compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the Party rendering aid or its employees shall be the sole and exclusive responsibility of the Party rendering aid; and further provided that such claims made by a third party are not the result of gross negligence or willful misconduct on the part of the Party rendering aid. This indemnity shall include attorney fees and costs that may arise from providing aid pursuant to this Agreement.

SECTION XIV: NON-LIABILITY FOR FAILURE TO RENDER AID

The rendering of assistance under the terms of this Agreement shall not be mandatory if local conditions of the Responding Agency prohibit response. It is the responsibility of the Responding Agency to immediately notify the Requesting Agency of the Responding Agency’s inability to respond; however, failure to immediately notify the Requesting Agency of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.
SECTION XV: NOTICE OF CLAIM OR SUIT

Each Party who becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Parties of this Agreement shall provide prompt and timely notice to the Parties who may be affected by the suit or claim. Each Party reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

SECTION XVI: AMENDMENTS

Proposed amendments to this Agreement shall be submitted to the Board of Directors. Amendments shall be approved by majority vote of the Board of Directors.

SECTION XVII: ADDITIONAL PARTIES

Additional agencies may become Parties to this Agreement, provided that such agencies:

1. Approve and execute this Agreement.
2. Provide a fully executed copy of this Agreement to the Board of Directors.
3. Provide the name and title of an authorized representative to the Board of Directors.
4. Annually provide a list of mutual aid resources to its local accredited/certified Emergency Management Agency. If requested, the agency may need to assist its local accredited/certified Emergency Management Coordinator with data entry of its mutual aid resources into a web-based format (NIMS Source).

Upon submission of the items enumerated above to the Board of Directors and receipt of acknowledgement from the Board of Directors, the submitting agency shall be regarded as a Party to the Agreement.

SECTION XVIII: NOTICES

Notices and requests as provided herein shall be deemed given as of the date the notices are deposited, by First Class Mail, addressed to the Board of Directors who will notify each of the Parties’ representatives.

SECTION XIX: INITIAL TERM OF AGREEMENT; RENEWAL; TERMINATION

The initial term of this Agreement shall be one (1) year from its effective date. Thereafter, this Agreement shall automatically renew for additional one-year terms commencing on the anniversary of the effective date of this Agreement. Any Party may withdraw from this Agreement at any time by giving written notification to the Board of Directors. The notice shall not be effective until ninety (90) days after the notice has been served upon the Board of Directors by First Class mail. A Party’s withdrawal from this Agreement shall not affect that Party’s liability or obligation incurred under this Agreement prior to the date of withdrawal. This Agreement shall continue in force and effect as to all other Parties until such time as a Party withdraws. Failure to adopt any amended agreement within ninety (90) days of said amended agreement will signify a Party’s withdrawal from the Agreement.
SECTION XX: HEADINGS

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement or their interpretation.

SECTION XXI: SEVERABILITY

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the Parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been declared invalid. Accordingly, it is the intention of the Parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

SECTION XXII: EFFECTIVE DATE

This Agreement shall be effective on the date of the acknowledgement letter sent by the Board of Directors.

SECTION XXIII: WAIVER

Failure to enforce strictly the terms of this Agreement on one or more occasions shall not be deemed a waiver of the right to enforce strictly the terms of this Agreement on any other occasion.

SECTION XXIV: EXECUTION OF COUNTERPARTS

This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

SECTION XXV: PRIOR IPWMAN AGREEMENTS

To the extent that provisions of prior IPWMAN Agreements between signatories to this Agreement are inconsistent with this Agreement, all prior agreements for mutual aid and assistance between the Parties hereto are suspended.

SECTION XXVI: PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES

This Agreement is for the sole benefit of the Parties and no person or entity shall have any rights under this Agreement as a third-Party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and must be without effect.
NOW, THEREFORE, each of the Parties have caused this IPWMAN Mutual Aid Agreement to be executed by its duly authorized representative who has signed this Agreement as of the date set forth below.

Approved and executed this ______ day of ______________ 20__.

For the Agency

By: ________________________________
Attest: ______________________________

APPROVED (as to form):

By: ________________________________

On behalf of the Illinois Public Works Mutual Aid Network

Approved and executed this _____________ day of ______________________, 20__.

By: ________________________________

President of IPWMAN Board of Directors

Attest: ______________________________

IPWMAN Secretary/Treasurer

Approved by the IPWMAN Interim Board of Directors on September 17, 2008. Amended by the IPWMAN Interim Board of Directors on August 19, 2009. Amended by the IPWMAN Board of Directors on June 16, 2010
BE IT RESOLVED, by the ______________ Council ______________ of the ______________ City ______________ of Fairview Heights ______________ Illinois that there is hereby appropriated the sum of ______________ Dollars ($385,000.00) ______________ of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from ______________ 05/01/19 ______________ to ______________ 04/30/20 ______________. Beginning Date ______________ Ending Date ______________ BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above. BE IT FURTHER RESOLVED, that ______________ City ______________ of ______________ Fairview Heights ______________ shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation. ______________ Karen Kaufhold ______________ City Clerk in and for said ______________ City ______________ of ______________ Fairview Heights ______________ in the State of Illinois, and keeper of the records and files thereof, as ______________ Name of Local Public Agency ______________ provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the ______________ Council ______________ of ______________ Fairview Heights ______________ at a meeting held on ______________ 02/19/20 ______________. Governing Body Type ______________ Name of Local Public Agency ______________ Date ______________ Day ______________ Month, Year ______________ IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this ______________ Day ______________ of ______________ Month, Year ______________. (SEAL) ______________ Clerk Signature ______________ APPROVED ______________ Regional Engineer ______________ Department of Transportation ______________ Date ______________ Printed 02/04/19 BLR 14220 (Rev. 03/13/17)
Instructions for BLR 14220

This form shall be used when a Local Public Agency (LPA) wants to perform maintenance operations using Motor Fuel Tax (MFT) funds. Refer to Chapter 14 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. This form is to be used by a Municipality or a County. Road Districts will use BLR 14221. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Resolution Number
Insert the resolution number as assigned by the LPA, if applicable.

Resolution Type
From the drop down box, choose the type of resolution:
- Original would be used when passing a resolution for the first time for this project.
- Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions.
- Amended would be used when a previously passed resolution is being amended.

Section Number
Insert the section number of the improvement covered by the resolution.

Governing Body Type
From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.

LPA Type
From the drop down box choose the LPA body type; County, City, Town or Village.

Name of LPA
Insert the name of the LPA.

Resolution Amount
Insert the dollar value of the resolution for maintenance to be paid for with MFT funds in words, followed by the same amount in numerical format in the ()

Beginning Date
Insert the beginning date of the maintenance period. Maintenance periods must be a 12 or 24 month consecutive period.

Ending Date
Insert the ending date of the maintenance period.

LPA Type
From the drop down box choose the LPA body type; County, City, Town or Village.

Name of LPA
Insert the name of the LPA.

Name of Clerk
Insert the name of the LPA Clerk.

LPA Type
From the drop down box choose the LPA body type; County, City, Town or Village.

Name of LPA
Insert the name of the LPA.

Governing Body Type
From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.

Name of LPA
Insert the name of the LPA.

Date
Insert the date of the meeting.

Day
Insert the day the Clerk signed the document.

Month, Year
Insert the month and year of the clerk's signature.

Clerk Signature
Clerk shall sign here.

Approved
The Department of Transportation representative shall sign and date here upon approval.

A minimum of four(4) certified signed originals must be submitted to the Regional Engineer's District office.
Following the Regional Engineer's approval, distribution will be as follows:
Local Public Agency Clerk
Engineer (Municipal, Consultant or County)
District Compliance Review
District File

Printed 02/04/19
BLR 14220 (Rev. 03/13/17)
Memo

To: Elected Officials
From: John Harty-Director of Public Works
CC: Directors
Date: February 4, 2019
Re: Public Works Committee Agenda Overview

IPWMAN – Illinois Public Works Mutual Aid Network
(Agenda Item 1)
The City has an opportunity to join the Illinois Public Works Mutual Aid Network which is a statewide system of public works related agencies whose principal purpose is to provide mutual aid response and recovery assistance to each other when confronted with natural or man-made emergencies and disasters. (Please see the information provided.)

Member municipalities in the local area include O’Fallon, Troy, Collinsville and Freeburg. The network agreement takes the place of individual mutual agreements that may exist between certain municipalities and allows members to move forces to other network locales with all the protections legal and administrative that would exist in their own municipality. The cost of membership is $250.00 annually.

Fiscal Year 2019-2020 MFT Maintenance Resolution
(Agenda Item 2)
It is once again time for the Department to apply for the use of the City’s unobligated Motor Fuel Tax funds for the maintenance of streets and right of way storm drainage. This is an annual occurrence which includes the Resolution depicting the amount of funds involved, an estimate of the costs of the associated maintenance operations and finally the bid documents through which supplies and services are procured.
The Department proposes to utilize $385,000.00 this fiscal year broken down as follows:

- Street Light/Signal Electric: $220,000.00
- Labor – Mowing/Sweeping: $80,000.00
- Rock Salt: $85,000.00

Motion to Solicit Bids – Longacre Drive Concrete Joint Repair
(Agenda Item 3)
The Department would request a motion to solicit bids for the project mentioned above. Please see the Director’s Report for a narrative on PW-09.

Motion to Solicit Bids – Susan Court Asphalt Overlay
(Agenda Item 4)
The Department would request a motion to solicit bids for the project mentioned above. Please see the Director’s Report for a narrative on PW-09.

St. Clair County – Support for Turn Lane at Old Collinsville Road and Ashland Avenue
(Agenda Item 5)
In an effort to improve traffic flow at Old Collinsville Road and Ashland Avenue, St. Clair County is applying for a CMAQ grant through East-West Gateway for the design and construction of a right turn lane at the intersection on southbound Old Collinsville Road. (Please see attached exhibit.) As the maintenance responsibility for Old Collinsville Road in that vicinity belongs to Fairview Heights, a letter supporting the endeavor is a necessary attachment to the application.

Director’s Report - Project Updates
(Agenda Item 6)

Capital Improvements Plan Update 2018-2019
Please refer to the Capital Improvement Plan, Project Summary attached.

PW-01 – Vehicle/Equipment Replacement Program
The Department budgeted $10,000.00 for the replacement of vehicles and equipment last fiscal year and utilized the funding early with the purchase of a new zero turn mower. This fiscal year vehicle and equipment purchases of a more significant figure will be recommended.

Public Works will be interested in replacing the 2000 CAT backhoe with a new Mini Excavator. The intent will be to trade the backhoe along with the 1994 CAT track loader.
With the amount of mowing the Department is now tasked with after the maintenance takeover of the Interstate at 159, we find ourselves in need of a more efficient tractor/mower so that the amount of time crews are in the Interstate corridor is minimized. The Department will look into which type of mower will provide the most effective way to maintain the 45 acres of the City’s front door.

**PW-02 – Storm Drainage Program**
The Hollandia Storm Sewer and Sanitary Sewer project is the current effort for drainage mitigation in the City. The project is currently being delayed by easement negotiation but is anticipated to be complete by the end of this fiscal year. This Program has addressed issues in town such as Ogles Creek, Fox Creek and the current Hollandia project. With the aging infrastructure located in the Greenbriar Meadows Subdivision, efforts to repair/replace will likely be the focus of the Program next fiscal year.

**PW-04 – Pleasant Ridge Road**
Engineering and design for this project is essentially complete shy of a few small issues associated with storm sewer and existing utilities. The reconstruction of Pleasant Ridge is anticipated to begin in May of this year and last throughout the majority of the construction season, early fall.

The Department has been meeting individually with property owners in an effort to explain construction activity and how it affects their property. The Department is also requesting Temporary Construction Easement or permission to access property to ensure yard and driveway slopes are satisfactory.

**PW-09 – Asphalt Overlay/Concrete Replacement Program**
Susan Court has been determined to be in need of overlay, and as such, plans and specifications will be generated by this Department and be ready for bid by the 10th of this month. Construction will occur in late March or early April and is expected to take essentially two days to complete. Susan Court is immediately adjacent to Mark and Cari Drives. By the end of this construction year, Mark and Cari will have been reconstructed and Susan Court newly paved.

The Department intends to focus on Longacre Drive for the concrete repair portion of this CIP item. Much like Old Collinsville Road from a year ago, the joints that are failing on Longacre will be addressed. Plans and specifications will be generated in house with the same bid schedule as the asphalt overlay.
PW-12 – Municipal Complex Renovations
The north entrance is scheduled to be reconstructed by the end of the fiscal year. Calhoun Construction is under contract and awaiting more consistent weather before starting.

PW-19 – Wilshire Drive
The majority of the new storm sewer associated with the Wilshire Drive reconstruct has been installed. The contractor will return when the weather cooperates to begin excavating the existing road surface in preparation for the new curb and gutter and asphalt. The intent is to have Wilshire complete by the end of the fiscal year but the amount of utilities that were necessary to relocate will make meeting that schedule challenging.

PW-39 - Union Hill/Longacre Signals
This CIP item has been in design for a significant amount of time as 80% of the engineering is funded by a CMAQ grant, and as such, the project is essentially State administered. The Project development Report has been submitted to the State and returned with comments. Those comments are currently being addressed in an effort to let this project for bid which will not occur in time to be funded from the current budget. The signals effort will have to move to the next fiscal year for funding.

PW-40 – Old Collinsville Road/Lincoln Highway Turn Lanes
This project is a joint effort between Fairview Heights and O’Fallon and utilizes a CMAQ grant for turn lanes at the intersection of Old Collinsville Road and Lincoln Highway. The turn lanes are proposed to be located on west bound Lincoln Highway moving north to Old Collinsville Road, O’Fallon’s portion, and on south bound Old Collinsville Road moving west to Lincoln Highway, Fairview’s portion. There will be some preliminary engineering costs this fiscal year and the next with construction occurring in year 2020-2021.

PW – 42 – Market Place Streetscape Phase I
Phase I of the Streetscape is now complete and subsequent phases are to be funded through the Lincoln Trail TIF. Phase II, the roundabout at Commerce Lane and Market Place, will be let and constructed in the next fiscal year with Phase III, the portion of Market Place between the roundabout and Phase I, will go into design during fiscal year 2020-2021.

PW – 43 – St. Clair Avenue/ Third Avenue Pedestrian Crossing
PW – 44 – Magdalena Sidewalk
The pedestrian project was completed last year and was partially funded with a grant from St. Clair County CDBG. The Magdalena project funds, also assisted by St. Clair County CDBG, were combined with the pedestrian crossing funding to complete the work at Third Avenue.
MOTIONS

Agenda Item 1
Move to send to City Council with the recommendation of approval the Agreement to become a member of the Illinois Public Works Mutual Aid Network.

Agenda Item 2
Move to send to City Council for approval, the Resolution for Maintenance Under the Illinois Highway Code.

Agenda Item 3
Motion to direct staff to solicit bids for the Longacre Drive Concrete Joint Repair.

Agenda Item 4
Motion to direct staff to solicit bids for the Asphalt Overlay of Susan Court.

Agenda Item 5
Move to request the Mayor to compose a letter supporting the effort and grant application associated with the turn lane at Old Collinsville Road and Ashland Avenue proposed by St. Clair County.
# CAPITAL IMPROVEMENT PLAN

## Project Summary

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<td>PW-04</td>
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3,571,000 3,438,000 3,257,000 2,631,000 2,338,000