A. Call to Order

B. Pledge of Allegiance

C. Invocation

D. Roll Call

E. Public Participation

F. Consent Agenda:
   City Council Minutes – May 7, 2019
   Finance Director’s Report
   Presentation of Bills:

G. Committee Reports

H. Communications from Mayor

I. Communications from Elected Officials

J. UNFINISHED BUSINESS

   None.

K. NEW BUSINESS

   Proposed Ordinance No. 4-'19, an Ordinance granting an Area/Bulk Variance allowing the front yard setback within the “C” Conservation District to be reduced to 15’, located at 1050 St. Clair Road. (Community Committee)

   Proposed Resolution No. 24-'19, a Resolution authorizing the City of Fairview Heights to adopt the St. Clair County Multi-Hazard Mitigation Plan. (Administration Committee)

   Proposed Resolution No. 25-'19, a Resolution authorizing the Mayor to enter into an agreement for Portland Cement Concrete for Street Department maintenance purposes for use by the Public Works Department. (Operations Committee)

   Proposed Resolution No. 26-'19, a Resolution authorizing the Mayor to enter into an agreement for HFE-150 Emulsion for Street Department maintenance purposes for use by the Public Works Department. (Operations Committee)

   Proposed Resolution No. 27-'19, a Resolution authorizing the City to sell surplus vehicles to Michael Harter as per bids received. (2009 and 2011 Crown Victorias) (Operations Committee)

   Proposed Resolution No. 28-'19, a Resolution authorizing the Mayor on behalf of the City to enter into a Professional Service Agreement on behalf of the City with Horner & Shifrin, Inc. for the design of Sidewalk Replacement, Phases 4 and 5, located along Lincoln Trail. (Operations Committee)
K. **NEW BUSINESS - continued**

**Proposed Resolution No. 29-'19**, a Resolution authorizing the City to sell a 2013 Chevrolet Tahoe surplus vehicle to Chicago Motors per bids received. (Operations Committee)

**Proposed Resolution No. 30-'19**, a Resolution authorizing the Mayor on behalf of the City to enter into a Local Public Agency Agreement for Federal participation for Right-of-Way acquisition at the Market Place and Commerce Drive Intersection. (Operations Committee)

Move to go into Executive Session pursuant to 5 ILCS 120/2 (c) (5) Purchase of Property.

L. **ADJOURNMENT**
CITY OF FAIRVIEW HEIGHTS  
CITY COUNCIL MINUTES  
MAY 7, 2019

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

The Swearing in Ceremony of the newly elected officials was held at 6:00 P.M. in the Fairview Heights Recreation Center.

ROLL CALL

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

PUBLIC PARTICIPATION

Chief Chris Locke and Francine Nicholson of the NAACP presented a poster of the 10 Shared Principles to building trust between Law Enforcement and Communities of color.

CONSENT AGENDA

Alderman Vickers moved to approve the April 16th City Council and Executive Session Minutes and the Finance Director’s Report. Seconded by Alderman Zimmerman. Motion carried.

COMMITTEE REPORTS

Mayor Kupsky announced the Operations Committee meeting will meet on May 8th, 7:00 P.M. Mayor also read the new City Council Committee assignments.

COMMUNICATIONS FROM THE MAYOR

Mayor Kupsky congratulated the newly sworn in Aldermen; Mayor stated that the Rec Center Grand Opening was a huge success and officially opened Monday; Mayor announced the next 50th Anniversary event will be held on June 8th with a concert in the Park; Mayor requested a moment of silence for the 8th grader who lost his life and who had a promising future; Mayor Kupsky requested the support of City Council for the reappointment of City Directors.
COMMUNICATIONS FROM ELECTED OFFICIALS

Alderman Poletti stated that Parks Director Angie Beaston should be recognized for the outstanding job during the construction of the Rec Center.

Alderman Wagner stated that she has received many compliments on the staff at the Rec Center.

Alderman Williams thanked the Mayor for having the vision of the Rec Center.

UNFINISHED BUSINESS

None.

NEW BUSINESS

Proposed Resolution No. 19-'19, a Resolution authorizing the Mayor to enter into an agreement for HMA “C” N70 and Cold Patch Materials for Street Department Maintenance purposes for use by the Public Works Department. Motion made by Alderman Poletti. Seconded by Alderman Peck.

Roll call on Proposed Resolution No. 19-'19 showed Aldermen Menn, Frawley, Baeske, Wagner, Zimmerman, Peck, LeFlore, Vickers, Poletti, and Williams voting “Yea.” Proposed Resolution No. 19-'19 passed on 10 yeas and no nays.

Proposed Resolution No. 19-'19 now becomes RESOLUTION NO. 4276-2019.

Mayor Kupsky read a proclamation proclaiming May 6th through May 11th Economic Development Week.

Proposed Resolution No. 20-'19, a Resolution authorizing the Mayor to enter into an agreement for Seal Coat Aggregate for Street Department Maintenance purposes for use by the Public Works Department. Motion made by Alderman Baeske. Seconded by Alderman Poletti.

Roll call on Proposed Resolution No. 20-'19 showed Aldermen Menn, Baeske, Wagner, Zimmerman, Peck, LeFlore, Poletti and Williams voting “Yea.” Alderman Frawley voting “Nay.” Alderman Vickers voicing “Present.” Proposed Resolution No. 20-'19 passed on 8 yeas, 1 nay and 1 present.

Proposed Resolution No. 20-'19 now becomes RESOLUTION NO. 4277-2019.

Proposed Resolution No. 21-'19, a Resolution authorizing the Mayor to enter into an agreement for Trailer Dump Trucking Services for Street Department Maintenance purposes for use by the Public Works Department. Motion made by Alderman Baeske. Seconded by Alderman Wagner.

Roll call on Proposed Resolution No. 21-'19 showed Aldermen Menn, Frawley, Baeske, Wagner, Zimmerman, Peck, LeFlore, Vickers, Poletti and Williams voting “Yea.” Proposed Resolution No. 21-'19 passed on 10 yeas and no nays.

Proposed Resolution No. 21-'19 now becomes RESOLUTION NO. 4278-2019.
NEW BUSINESS – continued

Proposed Resolution No. 22-'19, a Resolution authorizing the Mayor to enter into an agreement for Tandem Dump Trucking Services for Street Department Maintenance purposes for use by the Public Works Department. Motion made by Alderman Peck. Seconded by Alderman Baeske.


Proposed Resolution No. 22-'19 now becomes RESOLUTION NO. 4279-2019.

Proposed Resolution No. 23-'19, a Resolution approving the amended preliminary plat for Fountain Place Addition, revising Village C and F, a development located in St. Clair County Illinois. Motion made by Alderman Zimmerman. Seconded by Alderman Poletti.

Roll call on Proposed Resolution showed Aldermen Menn, Frawley, Baeske, Wagner, Zimmerman, Peck, LeFlore, Vickers, Poletti and Williams voting “Yea.” Proposed Resolution No. 23-'19 passed on 10 yeas and no nays.

Proposed Resolution No. 23-'19 now becomes RESOLUTION NO. 4280-2019.

Alderman Wagner moved to approve the following reappointments:

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Term to Expire</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gina Rader</td>
<td>Director of Finance</td>
<td>May 1, 2023</td>
</tr>
<tr>
<td>John Harty</td>
<td>Director of Public Works</td>
<td>May 1, 2023</td>
</tr>
<tr>
<td>Paul Ellis</td>
<td>Director of Economic Development</td>
<td>May 1, 2023</td>
</tr>
<tr>
<td>Angie Beaston</td>
<td>Director of Parks &amp; Recreation</td>
<td>May 1, 2023</td>
</tr>
<tr>
<td>Andrea Riganti</td>
<td>Director of Land Use &amp; Development Dept.</td>
<td>May 1, 2023</td>
</tr>
<tr>
<td>Chris Locke</td>
<td>Chief of Police</td>
<td>May 1, 2023</td>
</tr>
<tr>
<td>Garrett Hoerner</td>
<td>City Attorney</td>
<td>May 5, 2020</td>
</tr>
<tr>
<td>Chris Huckins</td>
<td>Electrical Inspector</td>
<td>May 1, 2020</td>
</tr>
<tr>
<td>Mike Ehret</td>
<td>Plumbing Inspector</td>
<td>May 1, 2020</td>
</tr>
<tr>
<td>Cheryl Bunfill</td>
<td>Zoning Board of Appeals - Chairman</td>
<td>May 5, 2020</td>
</tr>
<tr>
<td>Jim Bramstedt</td>
<td>Planning Commission - Chairman</td>
<td>May 5, 2020</td>
</tr>
<tr>
<td>Ken Keeney</td>
<td>Electrical Commission - Chairman</td>
<td>May 5, 2020</td>
</tr>
<tr>
<td>Richard Boehm</td>
<td>Electrical Commission</td>
<td>May 5, 2020</td>
</tr>
<tr>
<td>Don Feher</td>
<td>Electrical Commission</td>
<td>May 5, 2020</td>
</tr>
<tr>
<td>Steve Warner</td>
<td>Electrical Commission</td>
<td>May 5, 2020</td>
</tr>
<tr>
<td>Brenda McNeil</td>
<td>Board of Fire &amp; Police Commissioners</td>
<td>February 16, 2022</td>
</tr>
<tr>
<td>Lea Kwapis</td>
<td>Board of Fire &amp; Police Commissioners</td>
<td>February 16, 2022</td>
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<tr>
<td>Greg Moates</td>
<td>Planning Commission</td>
<td>May 18, 2022</td>
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<tr>
<td>Darryl Sy</td>
<td>Police Pension Board</td>
<td>May 1, 2021</td>
</tr>
<tr>
<td>Don Baden</td>
<td>Library Board of Directors - President</td>
<td>May 1, 2022</td>
</tr>
<tr>
<td>Debra Smith</td>
<td>Library Board of Directors</td>
<td>May 1, 2022</td>
</tr>
<tr>
<td>Linda Spencer</td>
<td>Library Board of Directors</td>
<td>May 1, 2022</td>
</tr>
<tr>
<td>Appoint Karie Sheils</td>
<td>Library Board of Directors</td>
<td>May 1, 2022</td>
</tr>
</tbody>
</table>

Seconded by Alderman Williams.
NEW BUSINESS - continued

Alderman Poletti moved for a division of the question by separating the Library Board of Directors reappointments.

Don Baden Library Board of Directors - President May 1, 2022
Debra Smith Library Board of Directors May 1, 2022
Linda Spencer Library Board of Directors May 1, 2022
Appoint Karie Sheils Library Board of Directors May 1, 2022

Seconded by Alderman Baeske. Motion carried.

Roll call on the motion to approve the reappointments with the Library Board of Directors removed showed Aldermen Menn, Baeske, Wagner, Zimmerman, Peck, LeFlore, Vickers, Poletti and Williams voting “Yea.” Alderman Frawley voicing “Present.” Motion passed on 9 yeas and 1 present.

Roll call on the reappointments of the Library Board members showed Aldermen Menn, Frawley, Wagner, Zimmerman, Peck, LeFlore, Vickers and Williams voting “Yea.” Aldermen Baeske and Poletti voting “Nay.” Motion on passed on 8 yeas and 2 nays.

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

Meeting adjourned at 7:27 P.M.

Respectfully submitted.

KAREN J. KAUFHOLD
CITY CLERK
Memo

To: Mayor & City Council
From: Gina Rader – Finance Director
CC: City Clerk & Directors
Date: May 16, 2019
Re: Finance Report – May 21, 2019 City Council Meeting

Bill List

The bill list was approved by the Finance Committee to be forwarded to City Council in the amount of $3,561,774.90.

Sales Tax Information

Attached is the sales tax trend analysis report for May 2019. These numbers reflect sales tax collected in March 2019. This month compared to last year is down approximately $63,000 (11.4% decrease). This is our first collection for FY 19-20. The loss of several retail stores continues to impact the city quite significantly. This number reflects the lowest May collection the city has seen in over 10 years.
<table>
<thead>
<tr>
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<tbody>
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<td>MAY</td>
<td>$629,863.98</td>
<td>$601,011.50</td>
<td>$586,147.75</td>
<td>$631,285.33</td>
<td>$571,553.40</td>
<td>$553,114.13</td>
<td>$490,116.91</td>
<td>$490,116.91</td>
<td>-11.4%</td>
<td>$62,997.22</td>
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<td>JUN</td>
<td>692,902.50</td>
<td>655,667.46</td>
<td>708,268.15</td>
<td>696,077.63</td>
<td>677,065.69</td>
<td>676,704.83</td>
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<td>JUL</td>
<td>578,187.49</td>
<td>574,119.26</td>
<td>563,612.88</td>
<td>576,220.16</td>
<td>599,877.40</td>
<td>555,320.85</td>
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<td>AUG</td>
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<td>586,785.92</td>
<td>607,839.70</td>
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<td>607,357.54</td>
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<td>SEP</td>
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<td>610,055.28</td>
<td>653,462.36</td>
<td>679,234.60</td>
<td>613,965.54</td>
<td>623,578.60</td>
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<td>OCT</td>
<td>572,075.75</td>
<td>554,178.50</td>
<td>573,059.41</td>
<td>572,368.09</td>
<td>476,801.05</td>
<td>540,557.44</td>
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<td>NOV</td>
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<td>574,369.49</td>
<td>642,921.78</td>
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<td>575,354.24</td>
<td>570,594.16</td>
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<td>DEC</td>
<td>631,306.50</td>
<td>468,313.25</td>
<td>625,164.49</td>
<td>612,305.99</td>
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<td>577,677.65</td>
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<tr>
<td>JAN</td>
<td>576,698.91</td>
<td>589,088.14</td>
<td>627,103.06</td>
<td>570,540.96</td>
<td>564,065.46</td>
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<td>FEB</td>
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<td>672,397.54</td>
<td>668,036.72</td>
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<td>MAR</td>
<td>1,049,090.01</td>
<td>969,559.49</td>
<td></td>
<td>974,290.59</td>
<td>935,340.51</td>
<td>870,591.30</td>
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<tr>
<td>APR</td>
<td>532,313.55</td>
<td>458,225.94</td>
<td>519,339.92</td>
<td>488,717.27</td>
<td>528,625.80</td>
<td>457,194.13</td>
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<tr>
<td>YTD TOTAL</td>
<td>$7,859,530.79</td>
<td>$7,329,864.71</td>
<td>$6,802,934.82</td>
<td>$7,688,427.09</td>
<td>$7,399,569.39</td>
<td>$7,261,000.48</td>
<td></td>
<td></td>
<td></td>
<td>$62,997.22</td>
</tr>
<tr>
<td>YTD CHANGE</td>
<td>1.0%</td>
<td>-6.7%</td>
<td>-9.6%</td>
<td>-2.0%</td>
<td>-3.8%</td>
<td></td>
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<tr>
<td>MONTHLY AVG</td>
<td>$654,960.90</td>
<td>$610,805.39</td>
<td>$618,448.62</td>
<td>$640,702.26</td>
<td>$616,380.78</td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

5/16/2019
PROPOSED ORDINANCE NO. 4-'19

AN ORDINANCE GRANTING AN AREA/BULK VARIANCE ALLOWING THE FRONT YARD SETBACK WITHIN THE "C" CONSERVATION DISTRICT TO BE REDUCED TO 15', LOCATED AT 1050 ST. CLAIR ROAD.

WHEREAS, the Zoning Board of Appeals on March 21, 2019 held the necessary Public Hearing and reviewed the requested Area/Bulk Variance and has transmitted its Advisory Report to the City Council.

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

SECTION 1. APPROVAL. The Area/Bulk Variance requested for the following: Section 14-2-2(A) of 35' from the required 50' front yard setback within the "C" Conservation District, located at 1050 St. Clair Road, is hereby approved. A copy of the Zoning Board of Appeals Advisory Report is attached hereto, made a part hereof, and marked “EXHIBIT A.” A copy of the site plan is attached hereto, made a part hereof and marked “EXHIBIT B.”

SECTION 2. ADVISORY. The recommendations and conditions of this variance are the same as those contained in the Zoning Board of Appeals Advisory Report, attached and marked “Exhibit A”.

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

FIRST READING:
SECOND READING:
PASSED:
APPROVED: MARK T. KUPSKY - MAYOR CITY OF FAIRVIEW HEIGHTS
ATTEST:

KAREN J. KAUFHOLD – CITY CLERK
TRANSMITTAL TO ZONING BOARD OF APPEALS

APPLICATION NUMBER: ZBA-01-19

REQUEST: Area Bulk Variance to allow the 50' front yard setback required in the "C" Conservation District to be reduced for the property addressed as 1050 St. Clair Road, Fairview Heights, Illinois. St. Clair Co. PIN 03-29.0-310-005.

APPLICANT NAME: Tim and Jamie Gotto, 1050 St. Clair Road, Fairview Heights, IL 62208

MEETING DATE: March 21, 2019

ZONING: C-Conservation

LAND USE: Vacant
STAFF ADVISORY

1. BACKGROUND

The City of Fairview Heights Development Code divides the City into districts and establishes standards for lot width, yard setbacks, area, and more. The standards vary amongst zoning districts and are specific to the characteristics of each.

The subject property located at 1050 St. Clair Avenue is zoned C – Conservation. According to 14-2-4 of the Development Code, the "C" Conservation District:

Encompasses areas within which natural topography creates practical difficulty for urban development. Site location for buildings may be difficult on small tracts, adequate and safe traffic circulation system are problematic, engineering of utility systems and storm water drainage entail special circumstances and difficulties, and erosion can become a significant consideration. This can result in disproportionate or burdensome expenditures of public funds for the provision of necessary supporting roads and public facilities. It is the intent and purpose of this district to provide for appropriate densities to preserve and enhance the natural conditions of such areas and to reduce the disproportionate cost of public facilities, by providing for appropriate uses and density patterns.

Permitted uses in the C District include agriculture, animal hospitals, cemeteries, day care homes, green houses, non-commercial recreational activities, single family residences, railroad rights of way, and more. The lot standards for the C District are found in the table below.

<table>
<thead>
<tr>
<th>SECTION 14-2-2(A)</th>
<th>MINIMUM ZONE DISTRICT REGULATIONS</th>
<th>&quot;C&quot; Conservation</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>LOT STANDARDS</strong></td>
<td><strong>MINIMUM</strong></td>
<td></td>
</tr>
<tr>
<td>Lot Area in Sq. Feet or Acres</td>
<td>3 acres</td>
<td></td>
</tr>
<tr>
<td>Width at Building Line</td>
<td>250'</td>
<td></td>
</tr>
<tr>
<td>Mean Depth in Linear Feet</td>
<td>250'</td>
<td></td>
</tr>
<tr>
<td>Marginal Access</td>
<td>72'</td>
<td></td>
</tr>
<tr>
<td>Local</td>
<td>75'</td>
<td></td>
</tr>
<tr>
<td>Local Collector</td>
<td>80'</td>
<td></td>
</tr>
<tr>
<td>Collector Streets</td>
<td>85'</td>
<td></td>
</tr>
<tr>
<td>Arterial Streets</td>
<td>90'</td>
<td></td>
</tr>
<tr>
<td>County Highways</td>
<td>80'</td>
<td></td>
</tr>
<tr>
<td>State &amp; Federal Highways</td>
<td>90'</td>
<td></td>
</tr>
<tr>
<td>Front Lot Line</td>
<td>50'</td>
<td></td>
</tr>
<tr>
<td>Greater</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Depth of Side Yard Abutting a Street in Linear Feet</td>
<td>35'</td>
<td></td>
</tr>
<tr>
<td>Total for Both</td>
<td>25'</td>
<td></td>
</tr>
<tr>
<td>Minimum for Either</td>
<td>10'</td>
<td></td>
</tr>
<tr>
<td>Distance to Nearest Principal Building on Adjacent Lot</td>
<td>20'</td>
<td></td>
</tr>
<tr>
<td>Depth of Rear Yard in Linear Foot</td>
<td>25'</td>
<td></td>
</tr>
<tr>
<td>Maximum Height of Principal Building in Linear Foot</td>
<td>35'</td>
<td></td>
</tr>
<tr>
<td>Floor Area Ratio</td>
<td>0.5</td>
<td></td>
</tr>
<tr>
<td>Maximum Number of Dwelling Units</td>
<td>1 per 3 acres</td>
<td></td>
</tr>
</tbody>
</table>
2. **DISCUSSION**

**Context**

The subject property is located in the south-western portion of the City, south of Lincoln Trail and west of North Illinois Street. The parcel is approximately 3 acres and is currently vacant.

The adjoining properties are zoned C-Conservation to the west and east, and R-3 residential to the north. The properties to the south are not located within the Fairview Heights City Limits.

![Diagram](image)

The surrounding properties are vacant or single-family residences located on large lots.
Reason for the Request
The applicant is seeking to construct a single-family residence on the subject property. The front yard setback in the C District requires the building be constructed a minimum of 50’ from the front property line. The applicant indicates that this setback cannot be met as it would place the building in a creek. Therefore, the applicant is seeking to reduce the front yard setback in order to accommodate the project.

3. **AREA-BULK VARIANCE CRITERIA**

In accordance with 14-10-13 Zoning Board of Appeals: Powers, Duties, Procedures, no area-bulk variance in the application of any provisions of this Code shall be recommended by the Board, unless it finds:

(a) That special circumstances or conditions fully described in findings of fact apply to the land or buildings for which the area-bulk variance is sought, which circumstances or conditions are peculiar to such land or buildings and do not apply generally to the land or buildings in the neighborhood, and that said circumstances or conditions are such that strict application of the provisions of this Code would deprive the applicant of a reasonable use of such land or building;
(b) that, for reasons fully set forth in the findings, the recommending of the area-bulk variance is necessary for the reasonable use of land or buildings, and that the variance as recommended by the Board is the minimum variance that will accomplish this purpose;

(c) that the recommending of this variance will be in harmony with the general purpose and intent of this Code and will not be injurious to the neighborhood or otherwise detrimental to the public welfare. In addition to considering the character and use of adjoining buildings and those in the vicinity, the Board, in making its recommendations shall take into account whether the conditions of the subject premises are peculiar to the lot or tract described in the petition. Should it be determined that the conditions are part of the general condition of the neighborhood, then it shall be so noted and the Board may recommend appropriate corrections to Code.

If the Board so agrees to grant a variance, it should establish an acceptable front yard setback.
FINDINGS OF FACT

Based upon review of the request, Peterson moves to recommend approval of ZBA01-19, an Area Bulk Variance to allow the front yard setback required in the "C" Conservation District to be reduced for the property addressed as 1050 St. Clair Road, Fairview Heights, Illinois. St. Clair Co. PIN 03-29.0-310-005 from 50' to 15' for the following reason(s):

**Area/Bulk Variance**

1. The request will not be injurious or detrimental to the public health, safety and welfare.

2. The applicant is requesting a variance for the use of the property due to the topographical conditions of the lot.

3. The request would not alter the essential character of the area.

4. The request will not extend the nonconformity.

5. The front yard setbacks are restrictive and with minimum deviation will eliminate the hardship.

Abernathy seconded

**VOTE:** 5 YEAS; Peterson, Abernathy, Petroff, Fowler, Wicks and Bunfill

0 NAYS; 1 ABSENT; Prescott

**Zoning Board of Appeals Recommendation**

Based upon the application materials and proposed plans, the Zoning Board of Appeals recommends Approval of the aforementioned Area Bulk Variance contained in ZBA01-19, for property located at 1050 St. Clair Road.
PROPOSED RESOLUTION NO. 24-‘19

A RESOLUTION AUTHORIZING THE CITY OF FAIRVIEW HEIGHTS TO ADOPT THE ST. CLAIR COUNTY MULTI-HAZARD MITIGATION PLAN.

WHEREAS, the City of Fairview Heights recognizes the threat that natural hazards pose to people and property; and

WHEREAS, undertaking hazard mitigation actions before disasters occur will reduce the potential for harm to people and property and save taxpayer dollars; and

WHEREAS, an adopted multi-hazard mitigation plan is required as a condition of future grant funding for pre-disaster hazard mitigation projects; and

WHEREAS, the City of Fairview Heights participated jointly in the planning process with the other local units of government within St. Clair County to prepare a Multi-Hazard Mitigation Plan;

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

That the City of Fairview Heights hereby adopts the St. Clair County Multi-Hazard Mitigation Plan as an official plan and that the Southwestern Illinois Metropolitan and Regional Planning Commission will submit on behalf of the City of Fairview Heights this final resolution adopting the St. Clair County Multi-Hazard Mitigation Plan to the Illinois Emergency Management Agency and the Federal Emergency Management Agency for final review and approval.

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

APPROVED:

ATTEST:

MARK T. KUPSKY – MAYOR
CITY OF FAIRVIEW HEIGHTS

KAREN J. KAUFHOLD – CITY CLERK
PROPOSED RESOLUTION NO. 25-’19

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR PORTLAND CEMENT CONCRETE FOR STREET DEPARTMENT MAINTENANCE PURPOSES FOR USE BY THE PUBLIC WORKS DEPARTMENT.

WHEREAS, the Public Works Department is and will be in need of Portland Cement Concrete for maintenance purposes; and

WHEREAS, bids have been received by the City in response to advertisement for bids for Portland Cement Concrete for maintenance purposes, which bid is the best bid in the interest of the City.

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

That the Mayor be and is hereby authorized to enter into on behalf of the City from time to time, an agreement with Concrete Supply of Illinois, One Racehorse Drive, East St. Louis, IL 62205 for Portland Cement Concrete for EIGHTY-SEVEN DOLLARS AND FIFTY CENTS ($87.50) per cubic yard for maintenance purposes by the Fairview Heights Public Works Department. Terms and prices are indicated in Concrete Supply of Illinois’s bid and attached as “EXHIBIT A” and incorporated herein.

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

PASSED:

APPROVED: MARK T. KUPSKY – MAYOR

ATTEST: CITY OF FAIRVIEW HEIGHTS

KAREN J. KAUFHOLD – CITY CLERK
## EXHIBIT A

RETURN WITH BID

### Local Public Agency

Material Proposal or
Deliver & Install
Proposal

<table>
<thead>
<tr>
<th>PROPOSAL SUBMITTED BY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor's Name</td>
</tr>
<tr>
<td>Street</td>
</tr>
<tr>
<td>P.O. Box</td>
</tr>
<tr>
<td>City</td>
</tr>
<tr>
<td>State</td>
</tr>
<tr>
<td>Zip Code</td>
</tr>
</tbody>
</table>

### STATE OF ILLINOIS

<table>
<thead>
<tr>
<th>COUNTY OF</th>
<th>ST. CLAIR</th>
</tr>
</thead>
<tbody>
<tr>
<td>CITY OF FAIRVIEW HEIGHTS</td>
<td>(Name of City, Village, Town or Road District)</td>
</tr>
</tbody>
</table>

FOR THE IMPROVEMENT OF

<table>
<thead>
<tr>
<th>STREET NAME OR ROUTE NO.</th>
<th>VARIOUS</th>
</tr>
</thead>
<tbody>
<tr>
<td>SECTION NO.</td>
<td>N/A</td>
</tr>
<tr>
<td>TYPES OF FUNDS</td>
<td>NON-MFT</td>
</tr>
</tbody>
</table>

- [x] MATERIAL PROPOSAL
- [x] SPECIFICATIONS (required)
- [ ] DELIVER & INSTALL PROPOSAL
- [ ] PLANS (if applicable)

---

### For Municipal Projects

Submitted/Approved/Passed

- [ ] Mayor
- [x] President of Board of Trustees
- [x] Municipal Official

4-24-2019

Date

### For County and Road District Projects

Submitted/Approved

Highway Commissioner

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

---

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.
BID PROPOSAL
CITY OF FAIRVIEW HEIGHTS
PUBLIC WORKS DEPARTMENT
MATERIALS

INFORMATION FOR BIDDERS:
The City of Fairview Heights, Illinois is accepting bids to provide the following for its Fiscal Year May 1, 2019 – April 30, 2020:

<table>
<thead>
<tr>
<th>Material</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>HFE – 150 Oil</td>
<td>24,000 GAL</td>
</tr>
<tr>
<td>Portland Cement Concrete</td>
<td>415 CY</td>
</tr>
</tbody>
</table>

All bids shall be placed on the forms provided, and returned in a sealed envelope with the name and address of the bidder, and marked "MATERIALS" on the front, addressed to the Public Works Committee, c/o City Clerk, 10025 Bunkum Road, Fairview Heights, IL 62208. Any sealed envelope not marked as designated above will not be accepted as a bid. All bids must be received prior to 2:00 p.m., May 8, 2019 and will be opened at that time.

The City reserves the right to reject any or all bids, and to waive any irregularities in the bidding procedure.

Bidding documents may be obtained at the office of the CITY CLERK, 10025 Bunkum Road, Fairview Heights, Illinois 62208 beginning on April 29, 2019, 8:30 am to 5:00 pm.

The contractor awarded the project will be required to adhere to the PROJECT LABOR AGREEMENT between the City of Fairview Heights and the Southwestern Illinois Building & Construction Trades Council.
<table>
<thead>
<tr>
<th>Group No.</th>
<th>Items</th>
<th>Delivery</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>HFE-150 EMULSION</td>
<td>F.O.B. PLANT</td>
<td>GAL</td>
<td>24000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>PORTLAND CEMENT</td>
<td>VARIOUS</td>
<td>CY</td>
<td>415.00</td>
<td>$87.50</td>
<td>$36,312.50</td>
</tr>
</tbody>
</table>

The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from contracting with any unit of State or local government as a result of a violation of State laws prohibiting bid-rigging or bid rotating.

[Signature]
Concrete Supply of Illinois
One Racehorse Drive
East St. Louis 62205

Printed on 4/23/2019 12:11:20 PM
### SPECIAL PROVISIONS

**CITY OF FAIRVIEW HEIGHTS**

**MATERIALS AND TRUCKING SERVICES**

**INDEX**

<table>
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<th>Description of Work</th>
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<td>Proposal Guarantee</td>
<td>2</td>
</tr>
<tr>
<td>HFE 150 Emulsion</td>
<td>2</td>
</tr>
<tr>
<td>Portland Cement Concrete</td>
<td>3</td>
</tr>
<tr>
<td>Prevailing Wages</td>
<td>3</td>
</tr>
<tr>
<td>Insurance Requirements</td>
<td>3</td>
</tr>
<tr>
<td>Indemnity Clause</td>
<td>5</td>
</tr>
</tbody>
</table>
SPECIAL PROVISIONS

The following special provisions supplement the Illinois Department of Transportation “Standard Specifications for Road and Bridge Construction”, adopted April 1, 2016, the latest edition of the “Manual on Uniform Traffic Control Devices for Streets and Highways”, and the Supplemental Specifications and Recurring Special Provisions indicated on the included Check Sheets.

DESCRIPTION OF WORK

The nature of the work associated with this material letting is primarily furnishing construction products that are necessary to the City of Fairview Heights to perform routine maintenance within the right-of-way. Quantities listed on the BLR 12241, Material Proposal Schedule of Prices, are estimated. There is no guarantee that entirety of the quantities will be purchased.

All material supplied shall be in accordance with the, “Standard Specifications for Road and Bridge Construction”, adopted April 1, 2016. It is the responsibility of the supplier to secure evidence of approval and inspection and provide the City of Fairview Heights all approval and inspection documentation.

The duration of time for this maintenance period is from May 1, 2019 to April 30, 2020.

PROPOSAL GUARANTEE

Each proposal shall be accompanied by a bank cashier’s check or properly certified check for not less than 5 percent of the amount bid. The proposal guarantee shall be made payable to the City of Fairview Heights City Treasurer.

HFE 150 EMULSION

All Bituminous Material furnished shall be in accordance with Section 1032 of the Standard Specifications for Road and Bridge Construction.

Bituminous Material shall be Illinois Department of Transportation approved and inspected. It is the responsibility of the supplier to secure evidence of approval and inspection and provide the City of Fairview Heights all approval and inspection documentation.

The pay item HFE 150 EMULSION will be measured for payment in accordance with Section 1032 of the Standard Specifications for Road and Bridge Construction and acquired by the City of Fairview Heights at the location of the supplier’s plant. The low bidder will be determined by adding $ 0.20 per ton per mile based on the distance from the supplier’s plant to the City Garage Facility.
PORTLAND CEMENT CONCRETE

The Portland Cement Concrete material shall be in accordance with Section 1020 of the Standard Specifications for Road and Bridge Construction, in particular, Class PV Concrete for design mix criteria. It is the responsibility of the supplier to secure evidence of approval and inspection and provide the City of Fairview Heights all approval and inspection documentation.

Any location within the City of Fairview Heights corporate limits will be considered an eligible delivery location for the Portland Cement Concrete material.

Measurement for payment shall be by cubic yard of material as indicated on the delivery ticket.

PREVAILING WAGES

Only Illinois Laborers may be employed, and the general prevailing rate of wages in the locality as determined by the Department of Labor shall be paid to all laborers, workmen and mechanics performing work on the project. The Contractor's Performance Bonds must include a provision guaranteeing the faithful performance of such prevailing wage clause in the contract.

INSURANCE REQUIREMENTS

(A) Insurance. A Contractor/Vendor shall obtain and thereafter keep in force the following insurance coverage provided by insurance companies acceptable to the City and authorized to transact business under the laws of the State of Illinois. The insurance companies providing coverage shall be rated in the Best's Key Rating Guide. The City will accept companies with a rating not lower than B+ provided the financial size category is VII or larger. Companies rated A- or better shall have a financial size category of not less than VI. Coverage limits shall be written at not less than the minimum specified herein. Higher minimum limits and additional coverage may be specified by a special provision elsewhere in the contract with the City. Whether stated herein or elsewhere, the City does not warrant the adequacy of the types of insurance coverage or the limits of liability specified.

(1) Workers Compensation and Employers Liability.

(a) Workers compensation shall be provided according to the provisions of the Illinois Workers' Compensation Act, as amended. Notwithstanding the rating and financial size categories stated herein, coverage may be provided by a group self-insurer authorized in Section 4(a) of the Act and approved pursuant to the rules of the Illinois Department of Insurance.
(b) Employers Liability
   i. Each accident $500,000
   ii. Disease - policy limit $500,000
   iii. Disease - each employee $500,000

(2) Commercial General Liability. Required liability insurance coverage shall be written in the occurrence form and shall provide coverage for operations of the Contractor/Vendor, operations of subcontractors (contingent or protective liability); completed operations; broad form property damage and hazards of explosion, collapse and underground; and contractual liability. The general aggregate limit shall be endorsed on a per project basis.
   (a) General Aggregate Limit $2,000,000
   (b) Products - Completed Operations Aggregate Limit $2,000,000
   (c) Each Occurrence Limit $1,000,000

The coverage shall provide by an endorsement in the appropriate manner and form that the City, its officers, and employees shall be named as additional insured with respect to the policies and any umbrella excess liability coverage for occurrences arising in whole or in part out of the work and operations performed. The City may accept a separate owner’s protective liability policy in lieu of the City, its officers, and employees being insureds on the Contractor’s/Vendor’s policies.

(3) Commercial Automobile Liability. The policy shall cover owned, non-owned, and hired vehicles.
Bodily Injury & Property Damage Liability Limit Each Occurrence $1,000,000

(4) Umbrella Liability. Any policy shall provide excess limits over and above the other insurance limits stated herein. The Contractor/Vendor may purchase insurance for the full limits required or by a combination of primary policies for lesser limits and remaining limits provided by the umbrella policy.

All insurance shall remain in force during the period covering occurrences happening on or after the effective date and remain in effect during performance of the work and at all times thereafter when the Contractor/Vendor may be correcting, removing, or replacing defective work until notification of the date of final inspection. Termination or refusal to renew shall not be made without thirty (30) days prior written notice to the City by the insurer and the policies shall be endorsed so as to remove any language restricting or limiting liability concerning this obligation.

Certified copies of the original policies or certificate(s) of insurance by the insurer(s) issuing the policies and endorsements setting forth the coverage, limits and endorsements shall be filed with the City Clerk before the City will execute the contract. A certificate of insurance shall include a statement “the coverage and limits conform to the minimums required by this Section. Any exception or deviation shall be brought to the attention of the City for a ruling of acceptability. In no event shall any failure of the
City to receive policies or certificates or to demand receipt be construed as a waiver of the Contractor’s/Vendor’s obligation to obtain and keep in force the required insurance.”

All costs for insurance as specified herein will be considered as included in the cost of the contract. The Contractor/Vendor shall, at its expense and risk of delay, cease operations if the insurance required is terminated or reduced below the required amounts of coverage. Coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor/Vendor from its obligation to indemnify in excess of the coverage according to the contract.

(Ord. No. 973-99; 07-2099)

INDEMNITY CLAUSE

A) Contractor shall indemnify and hold safe and harmless the City of Fairview Heights from all suites, actions, claims, demands, interest or payments brought on account of any injuries or damages (including damages for care and loss of services because of bodily injury, sickness or disease including death resulting therefrom) sustained by any person or property (including employees of the contractor or his subcontractors) in consequence of any neglect, fault, act or failure to act on the part of the contractor, his subcontractors, their servants, agents or employees, in the safe-guarding or performance of the work undertaken by the contractor in this agreement.

B) Contractor further agrees to indemnify the City of Fairview Heights against any costs and attorneys fees incurred as a result of any injuries or damages covered under the foregoing Paragraph A.

C) Contractor accordingly agrees to assume all risk and liabilities for accidents or damages that may occur to persons or property during the performance of the work under this agreement and these specifications, by reason of the negligence or carelessness of himself, his agents, his employees or his subcontractor’s employees and agents.

D) Should any other contractor or subcontractor having or who shall hereafter have a contract with the City for the performance of work upon the site sustain any damage through any act or omission of the contractor hereunder or through any act or omission of any subcontractor of contractor, contractor agrees to reimburse such other contractor for all such damages and to indemnify and hold the City harmless from all such claims.

E) This agreement shall be binding on and insure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties thereof.
PROPOSED RESOLUTION NO. 26-'19

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR HFE-150 EMULSION FOR STREET DEPARTMENT MAINTENANCE PURPOSES FOR USE BY THE PUBLIC WORKS DEPARTMENT.

WHEREAS, the Public Works Department is and will be in need of HFE-150 emulsion for maintenance purposes; and

WHEREAS, bids have been received by the City in response to advertisement for bids for HFE-150 emulsion for maintenance purposes, which bid is the best bid in the interest of the City.

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

That the Mayor be and is hereby authorized to enter into on behalf of the City from time to time, an agreement with Marathon Petroleum, 304 Aberdeen Drive, Glen Carbon, IL 62034 for HFE-150 emulsion for ONE DOLLAR AND SIXTY CENTS ($1.60) per gallon for maintenance purposes by the Fairview Heights Public Works Department. Terms and prices are indicated in Marathon Petroleum’s bid and attached as “EXHIBIT A” and incorporated herein.

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

PASSED:

APPROVED: MARK T. KUPSKY – MAYOR

ATTEST: CITY OF FAIRVIEW HEIGHTS

KAREN J. KAUFHOLD – CITY CLERK
"EXHIBIT A"

RETURN WITH BID

Local Public Agency
Material Proposal or
Deliver & Install
Proposal

PROPOSAL SUBMITTED BY

Marathon Petroleum
Contractor's Name
304 Aberdeen Dr.
Street
P.O. Box
Glen Carbon IL 62034
City State Zip Code

STATE OF ILLINOIS

COUNTY OF ST. CLAIR

CITY OF FAIRVIEW HEIGHTS
(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE NO. VARIOUS
SECTION NO. N/A
TYPES OF FUNDS NON-MFT

☐ MATERIAL PROPOSAL ☐ DELIVER & INSTALL PROPOSAL
☐ SPECIFICATIONS (required) ☐ PLANS (if applicable)

For Municipal Projects

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

A - 24 - 2019

Date

Department of Transportation

☐ Released for bid based on limited review

Regional Engineer

Date

For County and Road District Projects

Submitted/Approved

Highway Commissioner

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.
BID PROPOSAL
CITY OF FAIRVIEW HEIGHTS
PUBLIC WORKS DEPARTMENT
MATERIALS

INFORMATION FOR BIDDERS:
The City of Fairview Heights, Illinois is accepting bids to provide the following for its Fiscal Year May 1, 2019 – April 30, 2020:

- HFE-150 Oil 24,000 GAL
- Portland Cement Concrete 415 CY

All bids shall be placed on the forms provided, and returned in a sealed envelope with the name and address of the bidder, and marked “MATERIALS” on the front, addressed to the Public Works Committee, c/o City Clerk, 10025 Bunkum Road, Fairview Heights, IL 62208. Any sealed envelope not marked as designated above will not be accepted as a bid. All bids must be received prior to 2:00 p.m., May 8, 2019 and will be opened at that time.

The City reserves the right to reject any or all bids, and to waive any irregularities in the bidding procedure.

Bidding documents may be obtained at the office of the CITY CLERK, 10025 Bunkum Road, Fairview Heights, Illinois 62208 beginning on April 29, 2019, 8:30 am to 5:00 pm.

The contractor awarded the project will be required to adhere to the PROJECT LABOR AGREEMENT between the City of Fairview Heights and the Southwestern Illinois Building & Construction Trades Council.
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<td>F.O.B. PLANT</td>
<td>GAL</td>
<td>24000.00</td>
<td>$1.60</td>
<td>$38,400.00</td>
</tr>
<tr>
<td>2.</td>
<td>PORTLAND CEMENT</td>
<td>VARIOUS</td>
<td>CY</td>
<td>415.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>CONCRETE</td>
<td>STREETS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from contracting with any unit of State or local government as a result of a violation of State laws prohibiting bid-rigging or bid rotating.

Signature of Bidder

304 Norden Dr, Glen Carbon, Il 62034

Address
SPECIAL PROVISIONS
CITY OF FAIRVIEW HEIGHTS
MATERIALS AND TRUCKING SERVICES
INDEX

Description of Work  2
Proposal Guarantee  2
HFE 150 Emulsion  2
Portland Cement Concrete  3
Prevailing Wages  3
Insurance Requirements  3
Indemnity Clause  5
SPECIAL PROVISIONS

The following special provisions supplement the Illinois Department of Transportation “Standard Specifications for Road and Bridge Construction”, adopted April 1, 2016, the latest edition of the “Manual on Uniform Traffic Control Devices for Streets and Highways”, and the Supplemental Specifications and Recurring Special Provisions indicated on the included Check Sheets.

DESCRIPTION OF WORK

The nature of the work associated with this material letting is primarily furnishing construction products that are necessary to the City of Fairview Heights to perform routine maintenance within the right-of-way. Quantities listed on the BLR 12241, Material Proposal Schedule of Prices, are estimated. There is no guarantee that entirety of the quantities will be purchased.

All material supplied shall be in accordance with the, “Standard Specifications for Road and Bridge Construction”, adopted April 1, 2016. It is the responsibility of the supplier to secure evidence of approval and inspection and provide the City of Fairview Heights all approval and inspection documentation.

The duration of time for this maintenance period is from May 1, 2019 to April 30, 2020.

PROPOSAL GUARANTEE

Each proposal shall be accompanied by a bank cashier’s check or properly certified check for not less than 5 percent of the amount bid. The proposal guarantee shall be made payable to the City of Fairview Heights City Treasurer.

HFE 150 EMULSION

All Bituminous Material furnished shall be in accordance with Section 1032 of the Standard Specifications for Road and Bridge Construction.

Bituminous Material shall be Illinois Department of Transportation approved and inspected. It is the responsibility of the supplier to secure evidence of approval and inspection and provide the City of Fairview Heights all approval and inspection documentation.

The pay item HFE 150 EMULSION will be measured for payment in accordance with Section 1032 of the Standard Specifications for Road and Bridge Construction and acquired by the City of Fairview Heights at the location of the supplier’s plant. The low bidder will be determined by adding $0.20 per ton per mile based on the distance from the supplier’s plant to the City Garage Facility.
PORTLAND CEMENT CONCRETE

The Portland Cement Concrete material shall be in accordance with Section 1020 of the Standard Specifications for Road and Bridge Construction, in particular, Class PV Concrete for design mix criteria. It is the responsibility of the supplier to secure evidence of approval and inspection and provide the City of Fairview Heights all approval and inspection documentation.

Any location within the City of Fairview Heights corporate limits will be considered an eligible delivery location for the Portland Cement Concrete material.

Measurement for payment shall be by cubic yard of material as indicated on the delivery ticket.

PREVAILING WAGES

Only Illinois Laborers may be employed, and the general prevailing rate of wages in the locality as determined by the Department of Labor shall be paid to all laborers, workmen and mechanics performing work on the project. The Contractor’s Performance Bonds must include a provision guaranteeing the faithful performance of such prevailing wage clause in the contract.

INSURANCE REQUIREMENTS

(A) **Insurance.** A Contractor/Vendor shall obtain and thereafter keep in force the following insurance coverage provided by insurance companies acceptable to the City and authorized to transact business under the laws of the State of Illinois. The insurance companies providing coverage shall be rated in the Best’s Key Rating Guide. The City will accept companies with a rating not lower than B+ provided the financial size category is VII or larger. Companies rated A- or better shall have a financial size category of not less than VI. Coverage limits shall be written at not less than the minimum specified herein. Higher minimum limits and additional coverage may be specified by a special provision elsewhere in the contract with the City. Whether stated herein or elsewhere, the City does not warrant the adequacy of the types of insurance coverage or the limits of liability specified.

1. **Workers Compensation and Employers Liability.**
   
   (a) Workers compensation shall be provided according to the provisions of the Illinois Workers’ Compensation Act, as amended. Notwithstanding the rating and financial size categories stated herein, coverage may be provided by a group self-insurer authorized in Section 4(a) of the Act and approved pursuant to the rules of the Illinois Department of Insurance.
(b) Employers Liability
i. Each accident $500,000
ii. Disease - policy limit $500,000
iii. Disease – each employee $500,000

(2) Commercial General Liability. Required liability insurance coverage shall be written in the occurrence form and shall provide coverage for operations of the Contractor/Vendor, operations of subcontractors (contingent or protective liability); completed operations; broad form property damage and hazards of explosion, collapse and underground; and contractual liability. The general aggregate limit shall be endorsed on a per project basis.
(a) General Aggregate Limit $2,000,000
(b) Products – Completed Operations Aggregate Limit $2,000,000
(c) Each Occurrence Limit $1,000,000

The coverage shall provide by an endorsement in the appropriate manner and form that the City, its officers, and employees shall be named as additional insured with respect to the policies and any umbrella excess liability coverage for occurrences arising in whole or in part out of the work and operations performed. The City may accept a separate owner’s protective liability policy in lieu of the City, its officers, and employees being insureds on the Contractor’s/Vendor’s policies.

(3) Commercial Automobile Liability. The policy shall cover owned, non-owned, and hired vehicles.
Bodily Injury & Property Damage Liability Limit Each Occurrence $1,000,000

(4) Umbrella Liability. Any policy shall provide excess limits over and above the other insurance limits stated herein. The Contractor/Vendor may purchase insurance for the full limits required or by a combination of primary policies for lesser limits and remaining limits provided by the umbrella policy.

All insurance shall remain in force during the period covering occurrences happening on or after the effective date and remain in effect during performance of the work and at all times thereafter when the Contractor/Vendor may be correcting, removing, or replacing defective work until notification of the date of final inspection. Termination or refusal to renew shall not be made without thirty (30) days prior written notice to the City by the insurer and the policies shall be endorsed so as to remove any language restricting or limiting liability concerning this obligation.

Certified copies of the original policies or certificate(s) of insurance by the insurer(s) issuing the policies and endorsements setting forth the coverage, limits and endorsements shall be filed with the City Clerk before the City will execute the contract. A certificate of insurance shall include a statement “the coverage and limits conform to the minimums required by this Section. Any exception or deviation shall be brought to the attention of the City for a ruling of acceptability. In no event shall any failure of the
City to receive policies or certificates or to demand receipt be construed as a waiver of the Contractor's/Vendor's obligation to obtain and keep in force the required insurance."

All costs for insurance as specified herein will be considered as included in the cost of the contract. The Contractor/Vendor shall, at its expense and risk of delay, cease operations if the insurance required is terminated or reduced below the required amounts of coverage. Coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor/Vendor from its obligation to indemnify in excess of the coverage according to the contract.

(Ord. No. 973-99; 07-2099)

**INDEMNITY CLAUSE**

A) Contractor shall indemnify and hold safe and harmless the City of Fairview Heights from all suites, actions, claims, demands, interest or payments brought on account of any injuries or damages (including damages for care and loss of services because of bodily injury, sickness or disease including death resulting therefrom) sustained by any person or property (including employees of the contractor or his subcontractors) in consequence of any neglect, fault, act or failure to act on the part of the contractor, his subcontractors, their servants, agents or employees, in the safe-guarding or performance of the work undertaken by the contractor in this agreement.

B) Contractor further agrees to indemnify the City of Fairview Heights against any costs and attorneys fees incurred as a result of any injuries or damages covered under the foregoing Paragraph A.

C) Contractor accordingly agrees to assume all risk and liabilities for accidents or damages that may occur to persons or property during the performance of the work under this agreement and these specifications, by reason of the negligence or carelessness of himself, his agents, his employees or his subcontractor’s employees and agents.

D) Should any other contractor or subcontractor having or who shall hereafter have a contract with the City for the performance of work upon the site sustain any damage through any act or omission of the contractor hereunder or through any act or omission of any subcontractor of contractor, contractor agrees to reimburse such other contractor for all such damages and to indemnify and hold the City harmless from all such claims.

E) This agreement shall be binding on and insure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties thereof.
PROPOSED RESOLUTION NO. 27-‘19

A RESOLUTION AUTHORIZING THE CITY TO SELL SURPLUS VEHICLES TO MICHAEL HARTER AS PER BIDS RECEIVED. (2009 AND 2011 CROWN VICTORIAS)

WHEREAS, the City has determined that two vehicles have attained a condition wherein they do not meet Department needs; and,

WHEREAS, the Public Works Department has advertised and received bids on May 8, 2019 for said surplus vehicles, which bids are the best bids in the interest of the City.

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

That the City is hereby authorized to sell and sign title to the following surplus City vehicles:

- 2009 Ford Crown Victoria, VIN 2FAHP71VX9X112021, and
- 2011 Ford Crown Victoria, VIN 2FABP7BVX104446,

to Michael E. Harter, 10316 Julie Lane, Lebanon, IL 62254; pursuant to the bid attached hereto and marked “EXHIBIT A.”

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

PASSED:

APPROVED:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD - CITY CLERK
BID FORM

SURPLUS VEHICLES
CITY OF FAIRVIEW HEIGHTS
DEPARTMENT OF PUBLIC WORKS

1) 2009 Ford Crown Victoria
141,000 Miles, VIN # 2FAHP71VX9X112021

Bid Amount

2) 2011 Ford Crown Victoria
115,000 Miles, VIN # 2FABP7BVXBX104446

Bid Amount

3) 2013 Chevrolet Tahoe
128,000 miles, VIN # 1GNLC2E06DR155380

Bid Amount

VEHICLES MUST BE PICKED UP WITHIN 30 DAYS OF AWARD OF BID.

Submitted By:

Michael G. Harper

10316 Julie Ln
Lebanon IL, 62254
618-444-6453

5-6-19

***NOTE: ALL VEHICLES SOLD IN "AS IS" CONDITION."
PROPOSED RESOLUTION NO. 28-'19

A RESOLUTION AUTHORIZING THE MAYOR ON BEHALF OF THE CITY TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT ON BEHALF OF THE CITY WITH HORNER & SHIFRIN, INC. FOR THE DESIGN OF SIDEWALK REPLACEMENT, PHASES 4 AND 5, LOCATED ALONG LINCOLN TRAIL.

WHEREAS, the City of Fairview Heights is in need of professional design services for the design of sidewalk replacement for Phase 4, located from Union Hill Road to Old Lincoln Trail, and Phase 5, located from Old Lincoln Trail to Bunkum Road, on the southern side of Lincoln Trail, with time being of the essence; and

WHEREAS, Horner & Shifrin, Inc. has served the City in the past and has been selected now to perform said professional design services.

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

That the Mayor be and is hereby authorized to enter into an agreement for professional design services with Horner & Shifrin, Inc., 604 Pierce Boulevard, Suite 300, O'Fallon, IL 62269 for professional design services for the design of sidewalk replacement for Phase 4, located from Union Hill Road to Old Lincoln Trail, and Phase 5, located from Old Lincoln Trail to Bunkum Road, on the southern side of Lincoln Trail for the lump sum fee of FIFTY-NINE THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND NO CENTS ($59,750.00) per the agreement between client and engineer for Professional Services attached hereto, made a part hereof, and marked "EXHIBIT A."

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

AGREEMENT
BETWEEN CLIENT AND ENGINEER
FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of ____________, 2019 (“Effective Date”) between City of Fairview Heights (“Client”) and Horner & Shifrin, Inc. (“Engineer”).

Client’s Project, of which Engineer’s services under this Agreement are a part, is generally identified as follows: Lincoln Trail Sidewalk Reconstruction – Phases IV and V (“Project”).

Engineer’s services under this Agreement are generally identified in Appendix 2, Engineer’s Scope of Services.

Client and Engineer further agree as follows:

1.01 Basic Agreement and Period of Service

A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Client, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above (“Additional Services”).

B. Engineer shall complete its Services within the following specific time period: Engineer will complete project within a commercially reasonable time.

C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s Services is impaired, or Engineer’s Services are delayed or suspended, then the time for completion of Engineer’s Services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.

2.01 Payment Procedures

A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Client on a monthly basis. Invoices are due and payable within 30 days of receipt. If Client fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer’s invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Client, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Client waives any and all claims against Engineer for any such suspension.

B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Client shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
2.02 **Basis of Payment—Lump Sum**

A. Client shall pay Engineer for Services as follows:

1. A Lump Sum amount of $59,750.

2. In addition to the Lump Sum amount, reimbursement for expenses will be as specified in Appendix 1.

B. The portion of the compensation amount billed monthly for Engineer’s Services will be based upon Engineer’s estimate of the percentage of the total Services actually completed during the billing period.

2.03 **Additional Services:** For Additional Services, Client shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer’s employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer’s consultants’ charges, if any. Engineer’s standard hourly rates are attached as Appendix 1.

3.01 **Termination**

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

   a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement’s terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

   b. By Engineer:

      1) upon seven days written notice if Client demands that Engineer furnish or perform services contrary to Engineer’s responsibilities as a licensed professional; or

      2) upon seven days written notice if the Engineer’s Services are delayed for more than 90 days for reasons beyond Engineer’s control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.1.

   c. Engineer shall have no liability to Client on account of a termination for cause by Engineer.

   d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Client effective upon Engineer’s receipt of written notice from Client.
B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Client and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants’ charges, if any.

4.01 Successors, Assigns, and Beneficiaries

A. Client and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Client and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Client and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Client nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Engineer and not for the benefit of any other party.

5.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Client requires greater assurance as to probable construction cost, then Client agrees to obtain an independent cost estimate.

E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.

F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Client shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Client, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:

1. Client acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;

2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;

3. Client shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and

4. such limited license to Client shall not create any rights in third parties.

G. Client and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

H. To the fullest extent permitted by law, Client and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Client under this Agreement shall be limited to $100,000 or the total amount of compensation received by Engineer, whichever is less.
I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

J. Client and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be arbitrated. If arbitration is unsuccessful, then the parties may exercise their rights at law.

K. This Agreement is to be governed by the law of the state of Illinois.

L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Client, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 Total Agreement

A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Client and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Definitions

B. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Client’s work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

C. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
Attachments:

D. Appendix 1, Engineer's Standard Rates and Reimbursable Expenses

E. Appendix 2, Engineer's Scope of Services
IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Client: City of Fairview Heights

By: ____________________________
Print name: _______________________
Title: ____________________________
Date Signed: _______________________

Address for Client’s receipt of notices:
10025 Bunkum Road
Fairview Heights, IL 62208

Engineer: Horner & Shifrin, Inc.

By: ____________________________
Print name: Bradley E. Riechmann
Title: Associate Vice-President
Date Signed: _______________________

Address for Engineer’s receipt of notices:
604 Pierce Blvd., Ste. 300
O’Fallon, IL 62269
Engineer's Standard Hourly Rates

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 1 attachment and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

2. The Standard Hourly Rates apply only as specified in Paragraphs 2.01, 2.02, and 2.03, and are subject to annual review and adjustment.

B. Schedule of Hourly Rates and Reimbursable Expenses: See attached.
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<th>RATE</th>
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<tr>
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Reimbursable Expenses  
Effective: 1/1/19

### EQUIPMENT

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<td>Bridge Inspection Small Tools</td>
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<td>Manhole Inspection Camera</td>
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<td>Manhole Smoker / Oil</td>
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<td>UAS Drone</td>
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### EXPENSES

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<td>Copies 11 X 17 (Monochrome)</td>
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<td>Specific Insurance (Required for Project)</td>
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<tr>
<td>Tolls / Cabs / Mass Transit</td>
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</tr>
<tr>
<td>Traffic Control &amp; Protection</td>
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</tr>
</tbody>
</table>
This is Appendix 2, Engineer's Scope of Services, referred to in and part of the Agreement between Client and Engineer for Professional Services dated __________, 2019.

Engineer's Scope of Services

- Phase IV limits:
  - SW corner of Lincoln Trail @ Union Hill west to SE Corner of Lincoln Trail @ Old Lincoln Trail
- Phase V limits:
  - SW corner of Lincoln Trail @ Old Lincoln Trail to SE Corner of Lincoln Trail @ Bunkum Road.
- Topographic and ROW survey of south side of Lincoln Trail from Union Hill Road to Bunkum Road. One survey will be used for both phases of project.
  - NAD83, NAVD88, Geoid12a, IL West State Plane Coordinate System to be used
  - IDOT CAD standards in Microstation
  - Top and flowline of drainage structures will be included.
  - Only visible and surface utilities as marked will be located.
  - Trees in wooded areas to located by outline of wooded areas.
  - Trees 6" outside wooded areas shall be located to nearest foot.
  - Traffic control fees (if additional required) is not included.
- 1 Site Visit per phase to verify conditions and validate design; 1 person each visit; 2 hours per visit.
- 1 Meeting per phase to coordinate design and review status of project; 1 person each meeting; 2 hours each meeting; documentation processing (meeting minutes) 1 hour each meeting.
- Existing 4' sidewalks to be removed and replaced with 5' PROWAG/ADA compliant sidewalks and ramps where practical.
  - Phase IV: 30 ramp corners to be designed; 11 entrances to be verified/redesigned for PROWAG/ADA compliance where practical. Combination curb & gutter will be replaced only at street corner locations.
  - Phase V: 12 ramp corners to be designed; 5 entrances to be verified/redesigned for PROWAG/ADA compliance where practical. Combination curb & gutter will be replaced only at street corner locations.
- If entrances are determined PROWAG/ADA compliant, no redesign warranted.
- Redesigned entrances will be detailed with ramp corners; proposed entrance profile will be added to details. Combination curb & gutter will be replaced only at these locations.
- 3 bus stops are within project limits (Ph IV: 1; Ph V: 2)
  - Bus shelter pad locations (if desired) to be verified by Client with Metro;
- Pedestrian signals at North Point Road (Phase IV) anticipated to be relocated; median reconstructed. Electrical details to be created. New striping to be placed.
- Pedestrian push button may be required to be relocated at SW corner of Bunkum Road. Existing combination signal post and mastarms to remain in place.
- Temporary Construction Easements are not included in the Lump Sum estimate. In the event exhibits are to be created, they will be so charged in an addendum at a rate of $350 per exhibit.
- Preparation of Plans, Specifications, and Estimates for the construction of two separate construction packages.
- Coordination with IDOT Operations to achieve approval of Access Permit
  - 2 full size plan sets of preliminary plan sheets to be delivered
- Preliminary Plan Submittal concurrently to IDOT Operations and to Client
  - 2 half size plan sets delivered to Client
- Pre-Final Plans, Specifications, and Estimates to Client
  - Estimate 35-40 quantities to calculate for each phase
  - 2 half size plan sets delivered to Client
- Final Plans, Specifications, and Estimates to Client
  - 2 half size plan sets delivered to Client
  - Client to provide Project Labor Agreement to be inserted into Specifications
- Items not included in this scope, but may be negotiated further if needed, are:
  - Any further traffic signal redesign than previously described in this scope
  - Stormwater inlet relocation/redesign (existing inlets to remain in place)
  - Environmental Coordination / Clearances
  - Construction Layout
  - Construction Inspection/Observation

Appendix 1, Standard Hourly Rates and Reimbursable Expenses Schedule.
This document is a MODIFIED version of EJCDC E-520, Short Form of Agreement Between Owner and Engineer for Professional Services. Copyright ©2015 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents. Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright. All rights reserved.
PROPOSED RESOLUTION NO. 29-'19

A RESOLUTION AUTHORIZING THE CITY TO SELL
A 2013 CHEVROLET TAHOE SURPLUS VEHICLE
TO CHICAGO MOTORS PER BIDS RECEIVED.

WHEREAS, the City has determined that a vehicle has attained a condition wherein it does not meet Department needs; and,

WHEREAS, the Public Works Department has advertised and received bids on May 8, 2019 for said surplus vehicle, which bids are the best bids in the interest of the City.

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

That the City is hereby authorized to sell and sign title to a 2013 Chevrolet Tahoe, VIN# GNLC2E06DR155380 to Chicago Motors, Inc., 2553 West Chicago Avenue, Chicago, IL 60622; pursuant to the bid attached hereto, made a part hereof and marked “EXHIBIT A."

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

PASSED:

APPROVED:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD - CITY CLERK
**BID FORM**

**SURPLUS VEHICLES**
CITY OF FAIRVIEW HEIGHTS
DEPARTMENT OF PUBLIC WORKS

1) 2009 Ford Crown Victoria
141,000 Miles, VIN # 2FAHP71VX9X112021

**One thousand two hundred seventy**
Bid Amount

2) 2011 Ford Crown Victoria
115,000 Miles, VIN # 2FABP7BVX9X104446

**One thousand two hundred seventy**
Bid Amount

3) 2013 Chevrolet Tahoe
128,000 miles, VIN # 1GNLC2E06DR155380

**Four thousand two hundred seventy**
Bid Amount

VEHICLES MUST BE PICKED UP WITHIN 30 DAYS OF AWARD OF BID.

Submitted By: **CHICAGO MOTORS INC.**

<table>
<thead>
<tr>
<th>Name</th>
<th>City, State, Zip Code</th>
<th>Telephone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>2553 W. CHICAGO AVE</td>
<td>CHICAGO 60622</td>
<td>773-235-6500</td>
</tr>
</tbody>
</table>

**Date**

5/6/19

***NOTE: ALL VEHICLES SOLD IN "AS IS" CONDITION.***
PROPOSED RESOLUTION NO. 30-'19

A RESOLUTION AUTHORIZING THE MAYOR ON BEHALF OF THE CITY TO ENTER INTO A LOCAL PUBLIC AGENCY AGREEMENT FOR FEDERAL PARTICIPATION FOR RIGHT-OF-WAY ACQUISITION AT THE MARKET PLACE AND COMMERCE DRIVE INTERSECTION.

WHEREAS, the City of Fairview Heights has been awarded Federal Funding through a Congestion Mitigation Air Quality (CMAQ) Grant, in the amount of NINETY-SEVEN THOUSAND ONE HUNDRED FORTY-EIGHT DOLLARS AND NO CENTS ($97,148.00) for right-of-way acquisition at the Market Place and Commerce Drive intersection; and,

WHEREAS, the Federal funding is not to exceed THIRTY-TWO THOUSAND DOLLARS AND NO CENTS ($32,000.00) of the total agreement, and the City of Fairview Heights' funding of SIXTY-FIVE THOUSAND ONE HUNDRED FORTY-EIGHT DOLLARS AND NO CENTS ($65,148.00) of the total agreement, for the right-of-way acquisition at the Market Place and Commerce Drive intersection.

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

That the Mayor be and is hereby authorized to enter into the Local Public Agency Agreement in the amount of NINETY-SEVEN THOUSAND ONE HUNDRED FORTY-EIGHT DOLLARS AND NO CENTS ($97,148.00) with the Federal funding not to exceed THIRTY-TWO THOUSAND DOLLARS AND NO CENTS ($32,000.00) of the total agreement, and the City of Fairview Heights' funding of SIXTY-FIVE THOUSAND ONE HUNDRED FORTY-EIGHT DOLLARS AND NO CENTS ($65,148.00) of the total agreement, for the right-of-way acquisition at the Market Place and Commerce Drive intersection.
intersection per the agreement attached hereto, made a part hereof, and marked “EXHIBIT A.”

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

PASSED:

APPROVED:

______________________________
MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

______________________________
KAREN J. KAUFHOLD - CITY CLERK
"EXHIBIT A"

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

Location
Local Name: Market Place and Commerce Drive Intersection
Termini: Intersection of Market Place and Commerce Drive
Route: FAU 9326
Length: 0.10 Mi.

Current Jurisdiction: City of Fairview Heights
TIP Number: 6781-17
Existing Structure No: N/A

Project Description
Right-of-way acquisition associated with the proposed project.

Division of Cost

<table>
<thead>
<tr>
<th>Type of Work</th>
<th>CMAQ %</th>
<th>LPA %</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Participating Construction</td>
<td>(</td>
<td>(</td>
<td>(</td>
</tr>
<tr>
<td>Non-Participating Construction</td>
<td>(</td>
<td>(</td>
<td>(</td>
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<tr>
<td>Preliminary Engineering</td>
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<tr>
<td>Construction Engineering</td>
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</tr>
<tr>
<td>Right of Way</td>
<td>32,000</td>
<td>(</td>
<td>65,148</td>
</tr>
<tr>
<td>Railroads</td>
<td>(</td>
<td>(</td>
<td>(</td>
</tr>
<tr>
<td>Utilities</td>
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<td>(</td>
<td>(</td>
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<tr>
<td>Materials</td>
<td>(</td>
<td>(</td>
<td>(</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$32,000</td>
<td>$</td>
<td>$65,148</td>
</tr>
</tbody>
</table>

* 80% CMAQ Funds Not To Exceed $32,000.

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

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

Local Public Agency Appropriation

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

Method of Financing (State Contract Work Only)

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

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

(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.
(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.

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

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

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

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

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

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.

(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.

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 obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;

(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.

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

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

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

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).

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.

The LPA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, and personnel and direct cost summaries. and other documentation supporting the requested reimbursement amount (Form BLRS 06621 should be used for consultant invoicing purposes). LPA invoice requests to the STATE will be submitted with sequential invoice numbers by project.
The LPA will submit to the STATE a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of this phase of the improvement or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

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

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

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

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

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://fedgovd.bradstreet.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.

*Number 1 - Location Map, Number 2 – GATA Reporting*

(In Insert Addendum numbers and titles as applicable)

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

**APPROVED**

Local Public Agency

Mark T. Kupsky

Name of Official (Print or Type Name)

Mayor

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

(Signature) Date

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

DUNS Number 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 No. 2

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/ResourceLibrary.aspx )
John Harty

From: Schaller, Jon A <Jon.Schaller@illinois.gov>
Sent: Tuesday, April 9, 2019 9:14 AM
To: John Harty
Cc: Brian Heil
Subject: City of Fairview Heights, Section 16-00042-01-PV, ROW Acquisition Using Federal Funds, R-98-022-19
Attachments: BLR 05310 R-98-022-19 DRAFT with Addenda.pdf
Importance: High

John,

Attached is the draft joint agreement needed for the federal participation in the ROW acquisition costs on the subject project. Please review and let me know if you have any comments. Please note, the estimated ROW costs total $97,148 while the federal participation is $32,000 per your application.

If the agreement is acceptable, please take the necessary steps to have the agreement executed. When executed, I will need four (4) copies of the agreement with original signatures.

Let me know if you have any questions.

Jon A. Schaller, P.E.
Local Roads Engineer
Illinois Department of Transportation
Region Five / District 8
1102 Eastport Plaza Drive
Collinsville, IL 62234
(618) 346-3330 (voice)
(618) 346-3341 (fax)
Email: Jon.Schaller@illinois.gov

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