

Edwardsville Township Meeting Minutes
October 28, 2014

The meeting of Edwardsville Township was called to order by Supervisor Miles at 7:00 p.m. at Glen Carbon Elementary School, 141 Birger Ave., in Glen Carbon, Illinois. Present were Supervisor Miles, Trustees Krumeich, Head, Williamson, Fuhler, Assessor Klopmeier, Highway Commissioner Picarella and Clerk Schulte.

Trustee Head led the Pledge of Allegiance.

Supervisor Miles thanked District 7 and Dr. Hightower for using the School District Buildings for the Township Meeting.

Supervisor Miles introduced Scheffel Boyle Auditor Elizabeth Heil, who presented the Edwardsville Township Audit Report and Financial Statement for the year ending March 31, 2014. The Auditor gave Edwardsville Township a "clean opinion". Motion to approve Auditors' Report made by Trustee Williamson and seconded by Trustee Head. Motion Passed. Voting "Yes" were Trustees Krumeich, Head, Williamson, Fuhler and Supervisor Miles.

Mr. Steve Jellen, 1465 Tower Ave. Edwardsville, Illinois addressed the Board about the future of the Township Property

Motion to approve the minutes of the September 23, 2014 meeting made by Trustee Head and seconded by Trustee Krumeich. Motion Passed. Voting "Yes" were Trustees Krumeich, Head, Williamson, Fuhler and Supervisor Miles.

Motion to approve the expenditures of Township and Highway Funds for the month September 13, 2014 thru October 17, 2014 made by Trustee Krumeich and seconded by Trustee Fuhler. Motion Passed. Voting "Yes" were Trustees Krumeich, Head, Williamson, Fuhler and Supervisor Miles.

Motion to approve a list of Township and Road bills needing approval made by Trustee Williamson and seconded by Trustee Head. Motion Passed. Voting "Yes" were Trustees Krumeich, Head, Williamson, Fuhler and Supervisor Miles.

Supervisor Miles received a Public Hearing Notice from the Madison County Boards of Appeals to be held on October 30, 2014 at 8:30 A.M.

Supervisor Miles reported the quarterly meeting of the Madison County Township Officials will be Thursday, October 23, 2014 at 7:30 P.M. at the Pin Oak Township Building.

Supervisor Miles distributed the October 2014 Circuit Clerk Fines Report. No fines collected this month.

Supervisor Miles distributed a letter from the Veterans' Assistance Commission-notice of services.

Supervisor Miles reported the Township received a Notice of Election for the ballot proposition, which is displayed in the Township Office.

Supervisor Miles received a thank-you letter from The Lincoln School Alumni Foundation, for our contribution of \$100.00.

Bid opening for the 1994 Chevy 3500 1 ton. Village of Pocahontas, \$4,010.00, Harlan Payne, \$4,751.00, Bob Burress, \$3,652.00, South Litchfield Township, \$5,757.00, Layne B. Gibson, \$4,050.99, Greg Devine Enterprises Inc., \$5,200.00, Illinois AG Research, \$3,175.00, John Sutherland, \$4,100.00, LPA, LLC Storage, \$5,111.00. Supervisor Miles said we will review the bids and announce a buyer at the next meeting.

After a presentation made by Brent Pieper, our insurance Broker, motion to approve Resolution 2014-R18, authorizing a contract for employee insurance package, made by Trustee Head and seconded by Trustee Fuhler. Motion Passed. Voting "Yes" were Trustees Krumeich, Head, Williamson, Fuhler and Supervisor Miles.

Motion to approve Resolution 2014-R19, authorizing a service contract with American Legion Post 435 Ladies Auxiliary of Glen Carbon, made by Trustee Krumeich and seconded by Trustee Head. Motion Passed. Voting "Yes" were Trustees Krumeich, Head, Williamson, Fuhler and Supervisor Miles.

After a presentation made by Jason A. Watters, of Lochmueller Group, motion to approve Resolution 2014-R20, authorizing a contract for a street and road management system with Lochmueller Group, made by Trustee Williamson and seconded by Trustee Fuhler. Motion Passed. Voting "Yes" were Trustees Krumeich, Head, Williamson, Fuhler and Supervisor Miles.

Motion to accept proposal for Professional Audit Services for the fiscal years ending March 31, 2015, 2016, and 2017 from Scheffel Boyle made by Trustee Williamson and seconded by Trustee Head. Motion Passed. Voting "Yes" were Trustees Krumeich, Head, Williamson, Fuhler and Supervisor Miles.

Motion to seek a redevelopment /sale agreement, with Trustees Head and Williamson working with Supervisor Miles, for Township Properties located at 216 Crane Street and 300 W. Park St. made by Trustee Head and seconded by Trustee Williamson. Motion Passed. Voting "Yes" were Trustees Head, Williamson, Fuhler and Supervisor Miles. Voting "No" Trustee Krumeich.

Supervisor Miles reported the Township will participate in the Halloween Parade. We will have a float depicting the U.S. Navy A7 Corsair. We are using this event to kick off our renovation project for the plane and the area surrounding the plane. We are establishing a fund with the Greater Edwardsville Area Community Foundation to allow residents to donate to the project as a tax deductible gift. We have developed a website- www.airplaneoverhaul.org. Soon we will have Wi-Fi at the Park. The tennis court resurfacing is complete and striped, the Pickle Ball striping will happen soon. November 1, 2014 at 1:00 P.M. we will celebrate the one year birthday of the Little Free Library. The Township received a reimbursement check from Madison County for our participation as an intake office for the LIHEAP program. This check will give us the opportunity to purchase Thanksgiving baskets to forty families in need for Thanksgiving holiday.

Highway Commissioner Picarella reported they will begin paving Grand Ave. the seconded week in November, weather permitting.

Assessor Klopmeier reported Board of Review hearing have been pushed off until after November 19, 2014. They are busy getting the appeals ready for hearing. They are collecting exemptions for 2014, reminder cards were mailed out by the County; deadline is November 5, 2014.

Motion to enter Executive Session to consider the appointment, employee, compensation, discipline, performance, or dismissal of Township employees 5ILCS 120/2(c) (1) made by Trustee Williamson and seconded by Trustee Fuhler. Motion Passed. Voting "Yes" were Trustees Krumeich, Head, Williamson, Fuhler and Supervisor Miles

Motion to Close Executive Session made by Trustee Head and seconded by Trustee Krumeich. Motion Passed. Voting "Yes" were Trustees Krumeich, Head, Williamson, Fuhler and Supervisor Miles.

There being no further business to come before this Board, Motion made by Trustee Head and seconded by Trustee Williamson to adjourn. Motion Passed.

Attest Fred Schmitt

Town Clerk

Edwardsville Township
300 West Park
Edwardsville, Illinois 62025

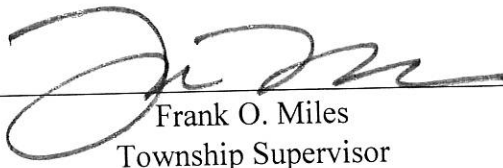
This contract is by and between the Board of Trustees of Edwardsville Township hereinafter referred to as "Edwardsville Township" and the American Legion Post 435 Ladies Auxiliary of Glen Carbon hereinafter referred to "American Legion" agree as follows:

1. The term of this contract is specifically for the annual Children's Christmas Party on December 16, 2014.
2. The American Legion agrees to:
 - (a) Host an annual Children's Christmas Party for residents of Glen Carbon and Edwardsville;
 - (b) Provide guests an evening of holiday fun with gifts, party favors, and refreshments;
 - (c) Provide Edwardsville Township with a report following the event detailing approximately how many residents attended the event.
3. Edwardsville Township agrees to:
 - (a) Pay to the American Legion a total of \$150.00 to provide wrapping paper, party favors, or refreshments.
4. In the event that the Children's Christmas Party is unable to be held, the American Legion will refund the total amount paid by Edwardsville Township.

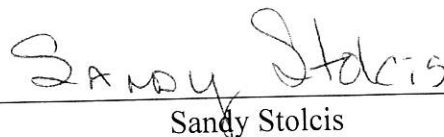
Executed this 3 day of November, 2014.

BOARD OF TRUSTEES OF EDWARDSVILLE TOWNSHIP

BY: _____


Frank O. Miles
Township Supervisor

BY: _____


Sandy Stolcis

President, American Legion Auxiliary

RESOLUTION NO. 2014-R18

A RESOLUTION AUTHORIZING A CONTRACT
FOR EMPLOYEE INSURANCE PACKAGE

WHEREAS, Edwardsville Township wishes to provide a comprehensive employee benefit package for its employees; and

WHEREAS, Section 60 ILCS 1/100-5 of the Illinois Compiled Statutes permits Townships to provide benefits including insurance coverage to its employees; and

WHEREAS, Edwardsville Township wishes to provide group benefits that may include Life Insurance, Accidental Death and Dismemberment Insurance, Long Term Disability Insurance, Medical Insurance, Dental Insurance, and Vision Insurance.

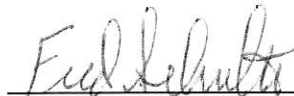
NOW, THEREFORE, BE IT RESOLVED by the Township Board of Edwardsville, Madison County, Illinois as follows:

SECTION 1: That the Board of Trustees of Edwardsville Township will enter into a contract with Brent M Pieper FLMI, HIAA, of Yaekel & Associates (as Agent) to provide (through various carriers) the plan design for insurance services which is attached as Exhibit A for the period covering December 1, 2014 to December 31, 2015

Motion was made by TRUSTEE HEAD, seconded by TRUSTEE FUKIER
that the Resolution be adopted and approved by 5 Ayes and 0 Nays.

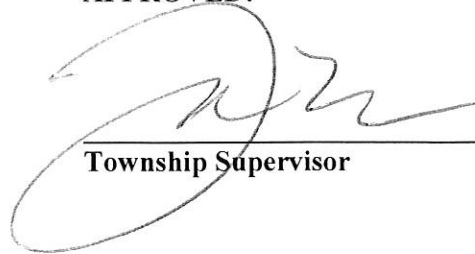
PASSED BY THE TOWNSHIP BOARD OF EDWARDSVILLE TOWNSHIP, MADISON COUNTY, ILLINOIS, IN REGULAR AND PUBLIC SESSION THIS 28TH OF OCTOBER, 2014.

ATTEST:



Township Clerk

APPROVED:



Township Supervisor

Exhibit A

Coventry Health Care
Product Name – PPO QAR2500E

Principal Financial Group

Edwardsville Township will contribute \$100 per month toward each employee's Health Savings Account

Demographics: Country: Madison Region: IL State/Zip: 62025		Contacts: Agent: Brent Pieper Agency: Yankel & Associates, Inc. Account Mgr: Paula Owendy		Other Factors: SIC Code: 9111 Association: None Renewal Date: 12/01/2014	
--	--	---	--	--	--

DETAIL INCLUDING RIDERS FOR SUBGROUP 6481860001

<input checked="" type="checkbox"/>	PRODUCT NAME	RX	FSA	HSA	PREMIUM GROUP	% CHANGE	
<input type="checkbox"/>	PROPOSED RENEWING PRODUCT:						
<input type="checkbox"/>	PPO QAR2500E	\$12/\$30/\$55/\$150/\$300-Q	None	None	\$1,815.60	9.8%	

NOTE: Check the box associated with the product you are selecting for renewal. Please send the signed copy of this page to your Account Manager.

Rate Accepted by: _____ Title: _____ Date: _____

Detailed rate tables and benefit summaries are attached for the proposed renewal plan and the first three alternative options. Please contact your Account Manager if you would like this information on any of the additional alternatives listed.

PPO QAR2500E	Member Responsibility	
	In-Network	Out-of-Network
ANNUAL DEDUCTIBLE		
Individual	\$2,500	\$5,000
Family	\$5,000	\$10,000
OUT-OF-POCKET MAXIMUM		
Individual (Includes Deductible)	\$3,500	\$10,000
Family (Includes Deductible)	\$7,000	\$20,000
LIFETIME MAXIMUM	Unlimited	Unlimited
PHYSICIAN OFFICE VISITS	0% Coinsurance per visit after deductible	20% Coinsurance per visit after deductible
SPECIALIST OFFICE VISITS	0% Coinsurance per visit after deductible	20% Coinsurance per visit after deductible
PREVENTIVE CARE		
Annual Gynecological Exam	\$0 Copay	20% Coinsurance per visit after deductible
Well Child Care	\$0 Copay	20% Coinsurance per visit after deductible
Adult Physical	\$0 Copay	20% Coinsurance per visit after deductible
INPATIENT HOSPITAL SERVICES		
Coverage provided for semi-private room, lab, x-rays, diagnostic laboratory and radiology, medications, anesthesia, short-term rehabilitation services and radiation therapy.	0% Coinsurance per admission after deductible	20% Coinsurance per admission after deductible **
OUTPATIENT SERVICES		
Outpatient Surgery	0% Coinsurance per visit after deductible	20% Coinsurance per visit after deductible***
Lab	0% Coinsurance per visit after deductible	20% Coinsurance per visit after deductible***
X-Ray	0% Coinsurance per visit after deductible	20% Coinsurance per visit after deductible***
High Tech Diagnostic	0% Coinsurance per visit after deductible	20% Coinsurance per visit after deductible***
EMERGENCY ROOM (Waived if admitted)	0% Coinsurance per visit after deductible	0% Coinsurance per visit after deductible
URGENT CARE	0% Coinsurance per visit after deductible	0% Coinsurance per visit after deductible
VISION SERVICES	\$0 Copay per visit after deductible	20% Coinsurance per visit after deductible
CHIROPRACTIC SERVICES	0% Coinsurance per visit after deductible	20% Coinsurance per visit after deductible
SKILLED NURSING FACILITY (Limited to 45 days per calendar year)	0% Coinsurance per admission after deductible	20% Coinsurance per admission after deductible**
HOME HEALTH CARE	0% Coinsurance per visit after deductible	20% Coinsurance per visit after deductible***
MENTAL HEALTH, SUBSTANCE ABUSE SERVICES		
Inpatient Hospital	0% Coinsurance per admission after deductible	20% Coinsurance per admission after deductible **
Outpatient Office Visit	0% Coinsurance per visit after deductible	20% Coinsurance per visit after deductible
PRESCRIPTION DRUGS (Includes Oral Contraceptives and Managed Formulary)	\$12 Tier 1/ \$30 Tier 2/\$55 Tier 3 / \$150 Tier 4/\$300 Tier 5	Covered at participating pharmacies for in-network copays
CLAIM FORM REQUIRED	No	Yes

*To receive In-Network benefits, services must be provided by a Coventry Health Care of Missouri contracted Physician or precertified by Coventry Health Care of Missouri.
 ** \$1,000 penalty for failure to Pre-certify.
 *** 20% penalty for failure to Pre-certify.
 All Mental Health Services must be prior authorized in advance by calling the Coventry Health Care of Missouri Behavior Health line at 1-877-227-3520.

RENEWAL RATES
Effective January 1, 2015

GROUP TERM LIFE - Rates are expressed as Per \$1,000

Your rates are not changing.

Your Rate Guarantee will end December 31, 2015.

ALL MEMBERS

Volume Lives	Current Rate	Current Monthly Premium	Renewal Rate	Renewal Monthly Premium
\$150,000 6	\$0.280	\$42.00	\$0.280	\$42.00

Renewal Premium Percent of Change No change

ACCIDENTAL DEATH & DISMEMBERMENT AND PERSONAL LOSS - Rates are expressed as Per \$1,000

Your Rate Guarantee will end December 31, 2015.

Active Members Only

Volume Lives	Current Rate	Current Monthly Premium	Renewal Rate	Renewal Monthly Premium
\$150,000 6	\$0.025	\$3.75	\$0.025	\$3.75

Renewal Premium Percent of Change No change

LONG TERM DISABILITY - Rates are expressed as a Percent of Covered Monthly Earnings

Your rates are not changing.

Your Rate Guarantee will end December 31, 2015.

ALL MEMBERS

Age Range	Current Rate - Male	Current Rate - Female	Renewal Rate - Male	Renewal Rate - Female	Covered Monthly Earnings/Lives	Current Monthly Premium	Renewal Monthly Premium
0 - 24	0.13%	0.2%	0.13%	0.2%			
25 - 29	0.24%	0.38%	0.24%	0.38%			
30 - 34	0.35%	0.47%	0.35%	0.47%			
35 - 39	0.52%	0.91%	0.52%	0.91%			
40 - 44	0.96%	1.17%	0.96%	1.17%			
45 - 49	1.38%	1.71%	1.38%	1.71%			
50 - 54	1.9%	2.36%	1.9%	2.36%			
55 - 59	2.35%	2.91%	2.35%	2.91%			
60 - 64	2.19%	2.71%	2.19%	2.71%			
65 - 69	0.91%	1.12%	0.91%	1.12%			
70 & over	0.45%	0.56%	0.45%	0.56%			
Total					\$15,619 / 6	\$188.86	\$188.86

Renewal Premium Percent of Change No change

Renewal Premium Percent of Change. The renewal premium percent of change is based on information presented in this letter.

Account Number: 1040487

Anniversary Date: January 1, 2015



Principal Life Insurance Company
Des Moines, Iowa 50392
© 2013 Principal Financial Services, Inc.

RESOLUTION NO. 2014-R19

**A RESOLUTION AUTHORIZING A SERVICE CONTRACT
WITH THE AMERICAN LEGION POST 435 LADIES AUXILIARY OF GLEN CARBON**

WHEREAS, The Board of Trustees of Edwardsville Township wishes to provide children of the Township with holiday recreation opportunities; and

WHEREAS, Section 60 ILCS 1/85-13 of the Illinois Compiled Statutes permits Townships to enter into contractual relationships with non-profit organization to provide recreation services; and

WHEREAS, the American Legion Post 435 Ladies Auxiliary of Glen Carbon hosts an annual Children's Christmas Party to serve residents of Glen Carbon and Edwardsville.

NOW, THEREFORE, BE IT RESOLVED by the Township Board of Edwardsville, Madison County, Illinois as follows:

SECTION 1: That the Board of Trustees of Edwardsville Township will enter into a service contract with the American Legion Post 435 Ladies Auxiliary of Glen Carbon to provide wrapping paper, party favors, or refreshments for the Children's Christmas Party to be held on December 16, 2014 at 6:30 p.m.


SECTION 2: That the Board of Trustees of Edwardsville Township will agree to pay a total of \$150.00.

Motion was made by TRUSTEE Krumeich, seconded by TRUSTEE Head
that the Resolution be adopted and approved by 5 Ayes and 0 Nays.

**PASSED BY THE TOWNSHIP BOARD OF EDWARDSVILLE TOWNSHIP, MADISON
COUNTY, ILLINOIS, IN REGULAR AND PUBLIC SESSION THIS 28TH OF OCTOBER, 2014.**

ATTEST:

APPROVED:



Township Clerk



Township Supervisor

Edwardsville Township
300 West Park
Edwardsville, Illinois 62025

This contract is by and between the Board of Trustees of Edwardsville Township hereinafter referred to as "Edwardsville Township" and the American Legion Post 435 Ladies Auxiliary of Glen Carbon hereinafter referred to "American Legion" agree as follows:

1. The term of this contract is specifically for the annual Children's Christmas Party on December 16, 2014.
2. The American Legion agrees to:
 - (a) Host an annual Children's Christmas Party for residents of Glen Carbon and Edwardsville;
 - (b) Provide guests an evening of holiday fun with gifts, party favors, and refreshments;
 - (c) Provide Edwardsville Township with a report following the event detailing approximately how many residents attended the event.
3. Edwardsville Township agrees to:
 - (a) Pay to the American Legion a total of \$150.00 to provide wrapping paper, party favors, or refreshments.
4. In the event that the Children's Christmas Party is unable to be held, the American Legion will refund the total amount paid by Edwardsville Township.

Executed this _____ day of _____, 2014.

BOARD OF TRUSTEES OF EDWARDSVILLE TOWNSHIP

BY: _____

Frank O. Miles
Township Supervisor

BY: _____

Sandy Stolcis
President, American Legion Auxiliary

RECEIVED
R 9/15/14 D

Seasons' Greetings

September 1, 2014

The American Legion Post 435 Ladies Auxiliary of Glen Carbon and Kiwanis Club of Glen Carbon are once again joining forces in organizing the annual "Children's Christmas Party". As in years past various Glen Carbon organizations and business assist in sponsoring this event. We will hold the party at the American Legion Hall Tuesday night, December 16, 2014 at 6:30 P.M.

Your support with a monetary donation, gift certificates, discounts for gifts, wrapping paper, party favors, or refreshments will help provide an evening of holiday fun for many Glen Carbon children. Santa and Mrs. Claus will be attending to pass out gifts and treats to the children. Many traditional Christmas carols are sung adding old fashioned warmth to the festivities.

Please mail your donation payable to:

Post 435 Ladies Auxiliary Children's Christmas Party

c/o Gloria Perry

130 S. Meridian

Glen Carbon, IL 62034-0162

Or drop off at the Glen Carbon Village Hall to Sandy. We appreciate your generosity and support for the children.

Thank you and Happy Holidays

Sandy Stolcis, President

American Legion

Ladies Auxiliary

Bruce Cooper, President

Kiwanis Club

Glen Carbon, IL

RESOLUTION NO. 2014-R20

**A RESOLUTION AUTHORIZING A CONTRACT
FOR A TRANSPORTATION MAINTENANCE PLAN**

WHEREAS, The Board of Trustees of Edwardsville Township wishes to develop a Transportation Maintenance Plan for Edwardsville Township Road and Bridge District; and

WHEREAS, Section 605 ILCS 5/6-107 of the Illinois Compiled Statutes permits the Road and Bridge District to enter into contractual relationships as may be necessary in the exercise of the powers of the district; and

WHEREAS, the Lochmueller Group has submitted a proposal to the District to provide such services.

NOW, THEREFORE, BE IT RESOLVED by the Township Board of Edwardsville, Madison County, Illinois as follows:

SECTION 1: That the Board of Trustees of Edwardsville Township will enter into a service contract with Lochmueller Group for a Transportation Maintenance Plan utilizing the Lochgroup's Street and Road Management System as defined in the attached proposal.

SECTION 2: That the Board of Trustees of Edwardsville Township will agree to pay a total of \$15,970.00 for such plan.

Motion was made by TRUSTEE WILLIAMSON, seconded by TRUSTEE FUHLER
that the Resolution be adopted and approved by 5 Ayes and 0 Nays.

PASSED BY THE TOWNSHIP BOARD OF EDWARDSVILLE TOWNSHIP, MADISON COUNTY, ILLINOIS, IN REGULAR AND PUBLIC SESSION THIS 28TH OF OCTOBER, 2014.

ATTEST:

APPROVED:

Fred Schultz
Township Clerk

[Signature]
Township Supervisor



August 29, 2014

Mr. Daniel Picarella
Highway Commissioner
Edwardsville Township
180 Sunset Avenue
Glen Carbon, Illinois 62034

RE: Street & Road Management System (SRMS) – Edwardsville Township, Illinois

Dear Mr. Picarella:

As requested, Lochmueller Group (Lochgroup) submits to you a proposal for preparing a Transportation Maintenance Plan utilizing Lochgroup's Street and Road Management System (SRMS). It is anticipated that the plan will cover five (5) years depending upon the Township's available funds and maintenance needs. The following proposal has been based on the assumption that the Township currently has approximately fifteen (15) centerline miles of roadway under their jurisdiction.

Transportation Maintenance Plan (SRMS)

Lochgroup proposes the following scope of work to prepare the Pavement Condition Assessment.

1. Lochgroup will hold a "kickoff" meeting with you and your designees to discuss maintenance strategies and revisit the information listed below:
 - Road maps showing all roads with road names under the jurisdiction of the Edwardsville Township.
 - A map showing the Township's boundaries.
 - A listing of all monies used by the Edwardsville Township to fund road improvements and maintenance activities.
 - Any current available unit prices for maintenance activities.
 - Maps showing all new roads which have been accepted by the Township since the last road inventory.

All roads will be recorded and delivered in the format of a Microsoft Spreadsheet and information on each road shall be entered into a variation of Lochgroup's Street and Road Management (SRMS).

For each road, the Street and Road Management System shall include:

- a. Road Name
- b. Road Width
- c. Type of Road Surface

- d. Shoulder Widths
- e. Functional Classification
- f. Location

2. Field Data Collection and Verification

A road survey crew consisting of two roadway designers familiar with road surface deterioration shall drive all roads. This crew will determine the condition of the road surfaces and make recommendations as to road surface maintenance work. The condition of the road surfaces will be assessed using the roadway surface evaluation and rating system called PASER. PASER was produced by the Wisconsin Transportation Information Center with support from the Federal Highway Administration, the Wisconsin Department of Transportation, and the University of Wisconsin-Extension. The project manager, a registered professional engineer, will act as fulfilling the QA/QC role on this project. As the pavement condition assessment spreadsheets are prepared, they will be presented to the Highway Commissioner for review and comments.

4. Identify Unit Prices of the Maintenance Strategies

Unit prices for all road surface and drainage strategies shall be developed by Lochgroup. The Street and Road Management System has default prices that have been developed. If the Edwardsville Township would rather use their own prices, these prices can be used in the system in lieu of the SRMS prices.

5. Identify Road Maintenance Work Orders and prepare a Maintenance Plan

Following the collection of data and verification, a series of road surface and drainage maintenance projects shall be developed by Lochgroup. These projects shall be prioritized using cost per vehicle mile. The cost per vehicle mile is based upon the traffic count estimates and the unit prices of the various maintenance strategies. A Maintenance Plan will be prepared documenting all maintenance projects identified during the data collection phase and prioritizing all projects. The plan will include tables summarizing all maintenance projects and the costs of this work.

The plan will group all road surface projects into 5 categories:

- 1. Routine Maintenance Projects
- 2. Preventive Maintenance Projects
- 3. Deferred Action Projects
- 4. Rehabilitation Projects
- 5. Reconstruction Projects

For each category, there will be a prioritized listing of projects. These prioritized lists will be a guide to assist the Edwardsville Township in developing their yearly maintenance activities. There will also be a prioritized listing of all drainage maintenance projects which will be a part of the yearly maintenance plan.

As the Maintenance Plan and work orders are prepared, they will be presented to the Highway Commissioner for review and comments. Following any revisions to the plan, three (3) copies will then be produced.

Fee and Scope of Compensation

We propose to perform the work described above for a lump sum fee not to exceed \$15,970.00. This work will begin within one month of receiving a signed agreement and notice to proceed, and completed, weather depending, within two (2) months.

It should be acknowledged that the proposed scope of work and fees are subject to change if the Edwardsville Township should require improvements or tasks beyond those described above. Any tasks in addition to those described above would be billed as additional compensation using the attached hourly rates unless a fee is negotiated separately.

The above fee is a result of our ability to deliver you the best product at the lowest cost possible. Lochmueller Group would also like to advise the Township that we can also offer the following resources to supplement the SRMS report. These services would include:

- Stormsewer Culvert Inventory
- Sign Inventory
- Americans with Disabilities Act (ADA) Compliance Study
- Roadway Design Services

Please feel free to contact me at 618-667-1400 if you have any questions or comments concerning this proposal or to begin the scheduling process. We look forward to working with you.

Sincerely,
Lochmueller Group

Jason A. Watters, P.E.
Principal

cc: Project File
Ms. Brooke Harmony, Manager of Business Development; Lochmueller Group
Mr. Douglas S. Shatto, P.E., PTOE, Branch Manager; Lochmueller Group
Mr. Scott J. Smith, P.E., Manager of Transportation Design; Lochmueller Group



An Agreement for the Provision of Limited Professional Services

Date: August 29, 2014

Lochmueller Group Project No: 514-0108-1HY

Client: Mr. Daniel Picarella
Highway Commissioner
Edwardsville Township
180 Sunset Avenue
Glen Carbon, Illinois 62034

Client Project No.:

Project Name/Location

Street & Road Management System (SRMS)– Edwardsville Township, Illinois

Scope/Intent and Extent of Services:

Preparation of a Transportation Maintenance Plan utilizing Lochmueller Group’s Street and Road Management System (SRMS), as described in the attached proposal.

Fee Arrangement:

Lump sum basis for primary tasks for a fee of \$15,970.00 as reflected by the attached proposal. Contract supplements will be issued for all additional tasks, if required.

Special Conditions:

All tasks not specified in the attached Scope of Services would be billed as extras on a time and materials basis using the attached billing rates unless a contract supplement or a separate agreement is issued.

**THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF.
PLEASE REVIEW THEM CAREFULLY.**

Offered by: Lochmueller Group

Accepted by: Edwardsville Township, Illinois

Signature

Signature

Jason A. Watters, P.E., Principal
Printed Name and Title

Daniel Picarella
Printed Name and Title

Date

Date

TERMS AND CONDITIONS

Lochmueller Group (*Lochgroup*) shall perform the services outlined in this agreement for the stated fee arrangement.

Access To Site:

Unless otherwise stated, *Lochgroup* will have access to the site for activities necessary for the performance of the services. *Lochgroup* will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Dispute Resolution:

Any claims or disputes made during design, construction or post-construction between the Client and *Lochgroup* shall be submitted to non-binding mediation. Client and *Lochgroup* agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties. Should client and *Lochgroup* fail to resolve their dispute by mediation, they agree that jurisdiction for any litigation concerning such dispute shall be in a federal or state court situated in Vanderburgh Village, Indiana, subject to applicable law.

Billings/Payments:

Invoices for *Lochgroup's* services shall be submitted, at *Lochgroup's* option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, *Lochgroup* may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service.

Late Payments:

Accounts unpaid 45 days after the invoice date may be subject to a monthly service charge of 1.0% on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including attorney's fees and court costs.

Certifications:

Guarantees and Warranties: *Lochgroup* shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence *Lochgroup* cannot ascertain. Any opinions or probable project costs or construction costs rendered by *Lochgroup* represent its best judgment and are furnished for general guidance only. *Lochgroup* makes no warranty, either express or implied, as to the accuracy of such opinions as compared to bid or actual costs. *Lochgroup* warrants only that it will use that degree of care and skill ordinarily exercised under similar conditions by the engineering profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by this Agreement.

Responsibility for Claims:

In recognition of the relative risks, rewards and benefits of the project to both the Client and *Lochgroup*, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, *Lochgroup's* total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed the amount of *Lochgroup's* total compensation for services paid and received by *Lochgroup* under this agreement. Such causes include, but are not limited to *Lochgroup's* negligence, errors, omissions, or breach of contract. *Lochgroup* shall not be responsible for the means, methods and techniques of the construction contractor in the prosecution of its work nor for the construction contractor(s)' and their subcontractors' safety programs, training or compliance with safety requirements of any federal or state agency.

Subcontractors:

If *Lochgroup* has been asked by the Client to subcontract certain geotechnical, architectural, survey or laboratory testing services on behalf of the Client, *Lochgroup* agrees to do so only as an accommodation to the Client and in reliance upon the Client's assurance that the Client will make no claim to bring any action at law or in equity against *Lochgroup* as a result of this subcontracted service. The Client understands that *Lochgroup* is neither trained nor knowledgeable in the procedures or results of the subcontractor's services and the Client shall not rely upon *Lochgroup* to check the quality or accuracy of their services. In addition, the Client agrees to the fullest extent permitted by law to indemnify and hold *Lochgroup* harmless from any damage, liability or cost (including attorneys' fees and costs of defense) arising from the services performed by this subcontractor except only those damages, liabilities or costs caused by the sole negligence or willful misconduct of *Lochgroup*.

Termination of Services:

This agreement may be terminated by the Client or *Lochgroup* should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay *Lochgroup* for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents:

All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepare by *Lochgroup* as instruments of service shall remain the property of *Lochgroup*. *Lochgroup* shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto.

**LOCHMUELLER GROUP
2014 HOURLY RATE SCHEDULE
ENGINEERING AND LAND SURVEYING SERVICES**

Classification	Hourly Rate
Principal/Senior Project Engineer	\$210
Senior Transportation Engineer	\$210
Senior Appraiser	\$145
Senior Project Engineer	\$165
Project Engineer IV	\$145
Project Engineer III	\$130
Project Engineer II	\$120
Engineering Specialist I	\$90
Senior Designer	\$135
Engineering Designer III	\$115
Engineering Designer II	\$100
Engineering Designer I	\$85
Transportation Planner	\$65
Administrative Technician I	\$60

TRAVEL TIME for survey crews will be charged both directions from door-to-door.

OVERTIME work will be performed only at the direction of the client. All work on survey crews, drafting or clerical over eight hours per day or work performed on Saturday or holidays is considered overtime and will be billed at 1.25 times above quoted rates.

CONSTRUCTION LAYOUT: Contractors shall verify construction layout stakes and notify the surveyor of any discrepancies prior to construction. Lochmueller Group. does not assume responsibility for construction costs for any corrections.

DIRECT EXPENSES will be charged to the client in addition to the above quoted rates. Mileage will be charged at a rate of .50 per mile. Direct expenses include but are not limited to: mileage, filing fees, testing, express mail costs, etc. provided that they are reasonable and necessary for the accomplishment of the work.

These rates may be changed on an annual basis at the discretion of Lochmueller Group.