

SPECIAL MEETING

HELD ON JUNE 16, 2020 IN THE CITY COUNCIL CHAMBERS

204 PULASKI ROAD, CALUMET CITY, ILLINOIS

CALL TO ORDER The Special Meeting was called to order at 3:06 p.m. by Mayor Michelle Markiewicz Qualkinbush.

ACCEPT CALL Alderman Gardner moved, seconded by Alderman Smith to accept call.

MOTION CARRIED

PUBLIC COMMENT No Public Comment

ROLL CALL

YEAS: 7 ALDERMEN: Navarrette (3:17), Wosczynski, Tillman, Williams, Gardner, Patton, Smith (3:34).

ABSENT: 0 ALDERMEN: None

Also present were Mayor Michelle Qualkinbush, City Clerk Nyota Figgs, City Treasurer Gerry Tarka, and Finance Director John Kasperek, City Attorney Lauren Devalle, City Administrator William Murray, Mayors Assistant Rose Bonato, Community & Economic Development J. Wiszowaty, City Engineer R. Weiderman, Vista National Representative R. Matthew.

Rebuild Illinois Alderman Patton moved, seconded by Alderman Gardner, to authorize Robinson Engineering to provide preliminary engineering services to design and prepare contract plans and project specifications to reconstruct or provide a structural resurfacing of the existing roadway for the roadways listed: 157th Street Burnham to Superior; 157th Street from Wentworth to Burnham; Buffalo from 154th Street to 152nd Street; 166th Street from Gordon to Wentworth; Wilson Ave. from Paxton to Luella; authorize the City Treasurer to remit payment from Motor Fuel Tax Funds in the total amount of \$328,100.00 (engineering for each location broken down in proposal).

ROLL CALL

YEAS: 5 ALDERMEN: Swibes, Tillman, Williams, Patton
Gardner.

NAYS: 0 ALDERMAN: NONE

ABSENT: 2 ALDERMEN: Navarrete, Smith.

MOTION CARRIED

Resolution Alderman Gardner moved, seconded by Alderman Williams to pass
Improvement Resolution for Improvement under the Illinois Highway Code.
Under Illinois (appropriating \$328,100.00 of Motor Fuel Tax Funds for preliminary
Highway Code engineering for 157th , 166th St. Wilson Ave.).

(Res. # 20-25) See Attached 2A

ROLL CALL

YEAS: 5 ALDERMEN: Swibes, Tillman, Williams, Patton
Gardner

NAYS: 0 ALDERMAN: NONE

ABSENT: 2 ALDERMEN: Navarrete, Smith

MOTION CARRIED

Authorize Alderman Gardner moved, seconded Alderman Swibes, to authorize
Engineering for Robinson Engineering to prepare the preliminary engineering for the
Multi-use path off street multi-use path along Michigan City Road from Torrence Avenue
Michigan City to the Burnham Greenway; authorize the city treasurer to remit
Rd. payment in the amount of \$25,300.00 from the appropriate account.

REBUILD ILLINOIS BOND FUNDS

Municipality Calumet City	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary Engineering And Construction Guidance Agreement For Motor Fuel Tax Funds	C O N S U L T A N T	Name Robinson Engineering, Ltd.
Township Thornton				Address 17000 South Park Avenue
County Cook				City South Holland
Section 20-00159-00-PV				State Illinois

THIS AGREEMENT is made and entered into this _____ day of June, 2020 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION, Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name 157th and Wilson Avenue and 166th Street Reconstructon

Route Various Length 1.65 FT (8712.00 Miles) (Structure No. _____)

Termini 157th from Superior to Burnham and Burnham to Wentworth; 166th from Wentworth to Gordon & Wilson from Paxton to Yates

Description:

Design Engineering Services for the Reconstruction of 157th and Wilson Avenue and 166th Street

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement herein before described, and checked below:
 - a. Make such detailed surveys as are necessary for the preparation of detailed roadway plans.
 - b. Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
 - c. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles n analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - e. Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and Railroad Crossing work agreements.
 - f. Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
 - g. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
 - h. Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

NOTE: Four Copies to be submitted to the Regional Engineer

REBUILD ILLINOIS BOND FUNDS

- i. Prepare the Project Development Report when required by the DEPARTMENT.
 - j. Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
 - k. Assist the LA in the tabulation and interpretation of the contractors' proposals.
 - l. Furnish construction guidance. Construction guidance shall include:
 - (1) Consultation on interpretation of plans and specifications and changes during construction.
 - (2) Checking all shop and working drawings.
 - (3) Periodical job-site observation as construction progresses.
 - (4) Reviewing and checking all reports by testing laboratories on equipment and material tested.
 - (5) Reviewing and checking all payment estimates, change orders, records and reports required by the DEPARTMENT.
 - (6) Conducting final observation of construction and preparation of final papers and reports.
2. That all reports, plans, plats and special provisions to be furnished by the ENGINEER, pursuant to this AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It being understood that all such reports, plats, plans and drafts shall before being finally accepted be subject to approval by the LA and the DEPARTMENT.
 3. To attend conferences at any reasonable time when requested to do so by the LA or the DEPARTMENT.
 4. In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
 5. That basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this AGREEMENT will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
 6. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

THE LA AGREES,

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1k, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
 - a. A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
 - b. A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Fee Schedule	
Under \$50,000	<u>25%-Design Plans at 25%</u>	See note 1
	<u>25%-Design Plans at 50%</u>	See note 1
	<u>25%-Design Plans at 75%</u>	See note 1
	<u>25%-Design Plans at 100%</u>	See note 1

Note 1-Maximum Payable \$328,100

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1i & 1j at actual cost of performing such work plus _____ percent to cover profit, overhead and readiness to serve - "actual cost" being defined as material cost plus, payrolls insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraphs cited above. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classification for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

REBUILD ILLINOIS BOND FUNDS

3. To pay for the services stipulated in paragraph 1l a sum of money equal to thirty-five (35) percent of the amount determined by multiplying the final contract cost by the percentage(s) set forth under paragraph 1a or 1b of THE LA AGREES.
4. That payments due the ENGINEER for services rendered in accordance with the AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:
 - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraph 1a through 1j under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the Department, 90 percent of the total fee due for paragraphs 1a through 1j.
 - b. Upon award of the contract for the improvement by the LA and its approval by the Department, 100 percent of the total fee due for paragraphs 1a through 1j, less any amounts paid under "a" above.
 - c. Upon completion of the improvement and its final acceptance by the Department the total fee due for paragraphs 1k and 1l.By mutual agreement, partial payments not to exceed 90 percent of the amount earned may be made from time to time as the work progresses.
5. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a through 1j and prior to the completion of such services the LA shall reimburse the ENGINEER for his actual costs plus _____ percent incurred up to the time he is notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 above.
6. That, should the LA require changes in any of the detailed plans, specifications, or estimates, except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus _____ percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 2 above. It is understood that "changes" as used in this paragraph 2 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
 2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 5 of THE LA AGREES.
 3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
 4. That the ENGINEER warrants that he/she has not employed or retained any company or person other than a bona fide employee working solely for the ENGINEER to solicit or secure this contract and that he/she has not paid or agreed to pay any company or person other than a bona fide employee working solely for the ENGINEER any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.
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NOTE: Four Copies to be submitted to the Regional Engineer



**Illinois Department
of Transportation**

(SEAL)



Resolution for Improvement Under the Illinois Highway Code

Clerk Signature

Date

Approved

Regional Engineer

Department of Transportation

Date

ROLL CALL

YEAS: 5 ALDERMEN: Swibes, Tillman, Williams, Patton
Gardner.

NAYS: 0 ALDERMAN: NONE

ABSENT: 2 ALDERMEN: Navarrete, Smith.

MOTION CARRIED

Proposed Plan of
Replacement of
Water Main on
Forest Ave.

Alderman Patton moved, seconded by Alderman Swibes to authorize Robinson Engineering to prepare preliminary engineering plans for the replacement of the water main on Forest Avenue; authorize the City Treasurer to remit payment to in the amount of \$60,000.00 from 0303655126 - upgrade of water/sewer lines.

ROLL CALL

YEAS: 5 ALDERMEN: Swibes, Tillman, Williams, Patton
Gardner.

NAYS: 0 ALDERMAN: NONE

ABSENT: 2 ALDERMEN: Navarrete, Smith.

MOTION CARRIED

Approve adoption
Of Retiree medical
Prescription program
For Retirees

Alderman Gardner moved, seconded by Alderman Williams to approve the adoption of the retiree medical/prescription program for retirees.

ROLL CALL

YEAS: 6 ALDERMEN: Navarrete , Swibes, Tillman, Williams, Patton
Gardner

NAYS: 0 ALDERMAN: NONE

ABSENT: 1 ALDERMEN: Smith

MOTION CARRIED

Authorize Contract
With United Health
Care

Alderman Gardner moved, seconded by Alderman Williams to authorize the City to enter into a contract with United Health Care to bill individual premiums for those under the Medicare insurance plan to the city.

ROLL CALL

YEAS: 7 ALDERMEN: Navarrete, Swibes, Tillman, Williams, Patton
Gardner, Smith.

NAYS: 0 ALDERMAN: NONE

ABSENT: 0 ALDERMEN: NONE

MOTION CARRIED

Authorize Contract With Envisions HRA Alderman Tillman moved, seconded by Alderman Swibes to authorize City to enter into a contract with Envisions HRA to administer the City HRA program.

ROLL CALL

YEAS: 7 ALDERMEN: Navarrete, Swibes, Tillman, Williams, Patton
Gardner, Smith

NAYS: 0 ALDERMAN: NONE

ABSENT: 0 ALDERMEN: NONE

MOTION CARRIED

Authorize Funding of HRA Acct. annually Alderman Williams moved, seconded by Alderman Swibes, to authorize the City to fund \$2,000.00 into each participants HRA account annually.

ROLL CALL

YEAS: 7 ALDERMEN: Navarrete, Swibes, Tillman, Williams, Patton
Gardner, Smith

NAYS: 0 ALDERMAN: NONE

ABSENT: 0 ALDERMEN: NONE

MOTION CARRIED

Cap City
Prescription
Cost at 50%

Alderman Williams moved, seconded by Alderman Smith to cap the cost to the city at 50% of the prescription cost up to \$2,000.00 annually.

ROLL CALL

YEAS: 7 ALDERMEN: Navarrete, Swibes, Tillman, Williams, Patton
Gardner, Smith.

NAYS: 0 ALDERMAN: NONE

ABSENT: 0 ALDERMEN: NONE

MOTION CARRIED

Amend Salary Ord.

An Ordinance Amending Ordinance #19-58 Establishing the salaries and other fringe benefits of appointed officials, supervisory personnel, and other full-time and part-time employees not covered by a collective bargaining for the city of Calumet City, Cook County, Illinois. (Deleting Language on page 4, Section 6- Insurance, paragraph four as follows: "Effective January 1, 2020, retirees who retired after May 1, 2009, the cost of insurance will increase by \$100 per month above the cost of active employees covered under this ordinance.") This change will be effective with the August 2020 insurance payment due.

Amend Salary
Ord.

Alderman Gardner moved, seconded by Alderman Swibes to approve An Ordinance amending Ordinance #19-58.

ROLL CALL

YEAS: 7 ALDERMEN: Navarrete, Swibes, Tillman, Williams, Patton
Gardner, Smith

NAYS: 0 ALDERMAN: NONE

ABSENT: 0 ALDERMEN: NONE

MOTION CARRIED

THIS ORDINANCE WILL BE PLACED ON THE NEXT CITY COUNCIL MEETING AGENDA FOR CONFIRMATION, SINCE THIS ORDINANCE WAS NOT INCLUDED ON THE AGENDA FOR THE MEETING.

South Suburban
Land Bank

There was a brief discussion regarding the South Suburban Land Bank Abandon Property program. Item will appear on next city council meeting. No action taken.

Adjournment

Alderman Gardner moved to adjourn, seconded by Alderman Smith at 4:02 p.m.

MOTION CARRIED

X 
Nyota T. Fiqqs
City Clerk