



SOUTHWESTERN ILLINOIS FLOOD PREVENTION DISTRICT COUNCIL
BOARD OF DIRECTORS MEETING

January 17, 2024 7:30 am

Metro-East Park and Recreation District Office
104 United Drive, Collinsville, Illinois 62234

1. Call to Order
John Conrad, President
2. Roll Call
Debra Moore, Secretary/Treasurer
3. Approval of Minutes of November 15,, 2023
4. Public Comment on Pending Agenda Items
5. Program Status Report
Chuck Etwert, Chief Supervisor
6. Budget Update and Approval of Disbursements
Chuck Etwert, Chief Supervisor
7. Design and Construction Update
Jon Omvig, WSP USA Environment & Infrastructure Inc.
8. Selection of Escrow Agent for Surplus Sales Tax Funds
Adam Pope, Columbia Capital Management, LLC
9. Acquisition of Real Property Rights for USACE Bid Package 14B
Chuck Etwert, Chief Supervisor
10. Utility Relocation Agreement – Villages of Roxana & Hartford – USACE Canal Road Pump Station No. 3
Randy Cook, WSP USA Environment & Infrastructure Inc.

AGENDA

11. Bid Package #11 Change Orders No. 6 & 7
Randy Cook, WSP USA Environment & Infrastructure Inc.
12. Amendments to WSP Work Orders #16, #19, & #20
Authorized Level Services
Randy Cook, WSP USA Environment & Infrastructure Inc.
Chuck Ewert, Chief Supervisor
13. Update from Corps of Engineers
Hal Graef, U.S. Army Corps of Engineers
14. Public Comment

Executive Session – (if necessary)
15. Other Business
16. Adjournment

Next Meeting: March 20, 2024

MINUTES

SOUTHWESTERN ILLINOIS FLOOD PREVENTION DISTRICT COUNCIL BOARD OF DIRECTORS MEETING November 15, 2023

The regular meeting of the Board of Directors was held at the Metro-East Park and Recreation District Office, 104 United Drive, Collinsville, Illinois at 7:30 a.m. on Wednesday November 15, 2023.

Members in Attendance

John Conrad, President (Chair, Monroe Flood Prevention District)
Max Merz III, Vice-President (Madison County Flood Prevention District)
Debra Moore, Secretary/Treasurer (Chair, St. Clair County Flood Prevention District)
Michael Andreas, Madison County Flood Prevention District
Bruce Brinkman, Monroe County Flood Prevention District
Isabelle Crockett, St. Clair County Flood Prevention District
Aaron Metzger, Monroe County Flood Prevention District
David Schwind, Madison County Flood Prevention District

Members Absent

Alvin Parks, Jr., St. Clair County Flood Prevention District

Others in Attendance

Chuck Etwert, SW Illinois FPD Council
Rick Fancher, MESD
Mike Feldmann, U.S. Army Corps of Engineers
Hal Graef, U.S. Army Corps of Engineers
Marc Hohlt, Madison County
David Human., Husch Blackwell LLP
Charles Juneau, Juneau Associates Inc.
Jennifer Kengouskiy, U.S. Army Corps of Engineers
Mike Nordstrom, MESD
Jon Omvig, WSP USA Environment & Infrastructure Inc.
Col. Andy J. Pannier, U.S. Army Corps of Engineers
Kevin Williams, Wood River Drainage & Levee District

Call to order

President John Conrad noted the presence of a quorum and called the meeting to order at 7:30 a.m.

Mr. Conrad asked for a roll call to confirm that a quorum was present and the following indicated their attendance.

Mr. Andreas - Present
Mr. Brinkman – Present
Mr. Conrad – Present
Ms. Crockett - Present
Mr. Merz – Present
Mr. Metzger - Present
Dr. Moore – Present
Mr. Schwind - Present

A quorum was present.

Approval of Minutes of August 16, 2023

Mr. Conrad asked for a motion to approve the minutes of the Board meeting held on August 16, 2023. A motion was made by Mr. Merz seconded by Ms. Crockett to approve the minutes of the Board meeting held on August 16, 2023. Dr. Moore called the roll and the following votes were made on the motion:

Mr. Andreas - Aye
Mr. Brinkman – Aye
Mr. Conrad – Aye
Ms. Crockett – Aye
Mr. Merz - Aye
Mr. Metzger – Aye
Dr. Moore – Aye
Mr. Parks – absent
Mr. Schwind – Aye

The motion was approved.

Public Comment on Pending Agenda Items

Mr. Conrad asked if there were any comments from the public on any agenda item on today's agenda. There were no comments.

Introduction of Colonel Andy J. Pannier

Mr. Conrad welcomed Colonel Andy J. Pannier the new Commander, St. Louis Engineer District.

Colonel Pannier welcomed the opportunity to meet and work with the Board. He provided his background indicating he was from the region growing up in the New Baden area. He praised

the working relationship with the Council and the Levee Districts in the area and the partnerships. He stressed the importance of the open relationships which have been created and indicated his door is always open for discussions. He apologized for having to leave early, but indicated he planned on being back for a complete meeting in the future.

Mr. Conrad thanked him for coming to the meeting.

Program Status Report

Mr. Conrad asked Mr. Etwert to provide a status report for the project.

He briefly highlighted recent changes to the status of the Authorized Level Projects.

500-Year Authorized Level Status

Wood River Levee System

The FPD Council and the Wood River Drainage and Levee District have reviewed the Draft Integral Determination Report (IDR) and had no comments. After the IDR is completed an amendment to the Project Partnership Agreement (PPA) among USACE, the FPD Council, and the Levee District can be executed. Once the PPA is finalized, WSP will begin design of Bid Package #9. The project has an estimated construction cost of \$2,400,000.

The FPD Council, WSP, and the Wood River Drainage and Levee District met again last month to discuss the work needed at northwest corner of the intersection of IL-143 & IL-3, at the Old Channel Wood River. The Corps is evaluating three different alternatives in the area and re-calculating the cost for real estate acquisition as a result of our meetings and historical documentation presented in our last two meetings. While the City of Wood River has no formal construction drawings or conceptual plans for the parcel in question, the City maintains that they are unwilling to grant an easement for the project.

MESD Levee System

Bid Package #11 construction of relief wells has continued since last month. Construction of pipe collection system improvements is occurring, but an additional temporary construction easement will be needed from Beelman, which WSP and our land acquisition team members are working on.

Construction of Bid Package #11 was approximately 46% completed as of September 30th, an invoice for October work hasn't been submitted as of yet, but he was confident the project was over fifty percent completed.

Land acquisition from Terminal Railroad Association (TRRA) for Bid Package #14B is still ongoing. He indicated, he thought an agreement was close with all funds paid being LERRDs eligible and a possible agenda item being on the January agenda.

Prairie Du Pont/Fish Lake Levee Systems

WSP continues work on the 65% design submittal for Bid Package 15. Substantial value engineering has occurred over the past several months on the Bid Package 15 project, which has delayed the schedule but brought substantial financial savings. The 65% submittal is scheduled to be submitted to USACE in January.

WSP's value engineering work is estimated to reduce the construction cost for Bid Package 15 from \$21.8M to \$18.3M.

A Phase II Cultural Resource Investigation is required as part of the Environmental Assessment in PDP/FL. The Phase II investigation is complete for one site and, after several months of effort, a right-of-entry agreement is still being sought for the second site.

Mr. Conrad asked for a motion to accept the Program Status Report for November 2023. A motion was made by Mr. Schwind to accept the Program Status Report for November 2023. Mr. Brinkman seconded the motion. Dr. Moore called the roll and the following votes were made on the motion:

Mr. Andreas – Aye
Mr. Brinkman - Aye
Mr. Conrad – Aye
Ms. Crockett – Aye
Mr. Merz - Aye
Mr. Metzger - Aye
Dr. Moore – Aye
Mr. Parks – absent
Mr. Schwind – Aye

The motion was approved unanimously.

Budget Update and Approval of Disbursements

Mr. Conrad asked Mr. Etwert to provide the report,

He noted the financial statements for August, September, & October 2023 prepared by our fiscal agent, CliftonLarsonAllen. The reports include an accounting of revenues and expenditures for the months ending August 31, 2023, September 30, 2023, and October 31, 2023 as compared to the according fiscal year budget.

Accrued expenditures for the fiscal year beginning on October 1, 2022 thru August 31, 2023 were \$24,423,881 while revenues amounted to \$16,269,822 resulting in a deficit of \$8,154,059.

Accrued expenditures for the fiscal year beginning on October 1, 2022 thru September 30, 2023 were \$24,695,825 while revenues amounted to \$17,884,109 resulting in a deficit of \$6,811,716.

Accrued expenditures for the new fiscal year beginning on October 1, 2023 thru October 31, 2023 were \$8,164,823 while revenues amounted to \$1,490,707 resulting in a deficit of \$6,674,116.

A total of \$56,782,143 is held by the counties in their respective FPD sales tax funds and will be needed by the Council for the 500-Year Authorized Level of Protection. Council will be requesting 50% of the funds in April 2024.

Since these new funds will be coming back to the Council, a new trustee agreement will be needed, which Columbia Capital will discuss at the January meeting. UMB is currently the trustee but they are not sure they want to be the trustee for these funds. If not, Columbia Capital will solicit a new trustee.

Monthly sales tax receipts of \$1,538,953 for June 2023 were up .88% from last year, receipts of \$1,422,743 for July 2023 were up .86% from last year, and receipts of \$1,445,913 for August 2023 were up 4.66% from last year. He highlighted the 4.66% increase was significantly higher than any of the previous five months. Receipts for the year are now up 2.18% from last year. Each county had the highest receipts ever in July and August.

He also provided the bank transactions for August, September, & October. Total disbursements for August were \$610,659.43, for September \$271,944.45, and for October \$926,673.75 with the largest payments each month being to Keller Construction and WSP.

Mr. Conrad asked for a motion to accept Mr. Etwert's budget reports and disbursements for August, September, & October 2023. A motion was made by Ms. Crockett and seconded by Mr. Brinkman to accept the budget reports and approve the disbursements for August, September, & October 2023.

Dr. Moore called the roll and the following votes were made on the motion:

Mr. Andreas - Aye
Mr. Brinkman - Aye
Mr. Conrad - Aye
Ms. Crockett - Aye
Mr. Merz - Aye
Mr. Metzger - Aye
Dr. Moore - Aye
Mr. Parks - absent

Mr. Schwind – Aye

The motion was approved unanimously.

Design and Construction Update

Mr. Conrad called on Jon Omvig, WSP USA Environment & Infrastructure Inc., to provide an update report.

He discussed highlights from the PowerPoint® presentation, which was included in the agenda package. His presentation focused on the Authorized Level (500-Year) Design and Construction.

Authorized Level (~500-Year) Design

Wood River

Bid Package 8 (Relief wells & a pump station)

- USACE is constructing
- Continue to respond to RFIs as needed

Bid Package 9 (1 large seepage berm in Roxana)

- Awaiting USACE approval of Integral Determination Report (IDR)
- Approval of a Project Partnership Agreement (PPA) amendment will be necessary after IDR approval
- Design work for Bid Package 9 will begin after PPA amendment approval

Old Channel Wood River

- City of Wood River is refusing to grant easement
- Multiple meetings have been held among levee district, City, FPD Council, WSP, and the City of Wood River.
- USACE is re-evaluating real estate needs for 3 alternatives

Mr. Conrad inquired if the Board members from Madison County have been contacted regarding the situation. After a brief discussion of the project, the proposed improvements, the City's desire, and future permitting requirements, Mr. Andreas was volunteered to look into the situation.

MESD

Bid Package 11 (Relief wells & pump station modifications)

- Project is approximately 46% complete
- Relief well installation is nearly complete
- Temporary easement is being sought from Beelman
- 2 relief wells relocated to avoid an additional real estate acquisition
- G. C. E. D. #1X Pump Station outfall structure construction has begun
- WSP has informed the contractor that some of the pipe backfill does not meet specifications and asked for corrective action

Bid Package 14B (filter blanket under I-70 bridge)

- WSP prepared initial design
- All project files have been transferred to USACE, per request
- ROW Acquisition is underway
- USACE will conduct BCOES review
- USACE will bid and construct the project

Bid Package 18A (Pump station & pipe replacement)

- Currently in 35% design phase

Prairie Du Pont & Fish Lake

Bid Package 15

- Working towards 65% design submittal to USACE

Bid Package 16

- In preliminary design phase

Bid Package 17

- In preliminary design phase

Mr. Conrad asked for a motion to accept the Design and Construction Update. A motion was made by Mr. Schwind with a second by Mr. Merz to accept the WSP USA Environment & Infrastructure Inc. Design and Construction Update.

Dr. Moore called the roll and the following votes were made on the motion:

Mr. Andreas - Aye
Mr. Brinkman - Aye
Mr. Conrad –Aye
Ms. Crockett – Aye
Mr. Merz - Aye
Mr. Metzger - Aye
Dr. Moore – Aye
Mr. Parks – absent
Mr. Schwind – Aye

The motion was approved unanimously.

Release of Executive Session Minutes

Mr. Conrad asked Mr. Etwert to explain this item.

Mr. Etwert explained pursuant to the Open Meeting Act section 5ILCS 120/2.06(d), it is the policy of the Board of Directors of the Southwestern Illinois Flood Prevention District Council to semi-annually review the minutes of all closed meeting and acknowledge (1) if the need for confidentiality still exists as to all or part of the minutes or (2) that the minutes or portions thereof no longer require confidential treatment and are available for public inspection.

At the December 2017 Board meeting, the Board established a revised schedule of reviewing and releasing minutes no longer requiring confidentiality in May and November of each calendar year.

There have been no executive sessions since the release of meeting minutes in May 2023, therefore at this time, there are no minutes to be released. A Public Statement identifying those meeting minutes that must remain confidential is attached.

All minutes released are available for public inspection at the Council's office.

Mr. Conrad asked for a motion to accept the Public Statement which identifies the minutes of the meetings which no longer require confidential treatment and can be released, and the meeting minutes where the need for confidentiality still exists as to all or part of the meeting minutes.

A motion was made by Mr. Brinkman, with a second by Mr. Schwind to accept the Public Statement which identifies the minutes of the meetings which no longer require confidential treatment and can be released, and the meeting minutes where the need for confidentiality still exists as to all or part of the meeting minutes.

Dr. Moore called the roll and the following votes were made on the motion:

Mr. Andreas - Aye
Mr. Brinkman - Aye
Mr. Conrad –Aye
Ms. Crockett – Aye
Mr. Merz - Aye
Mr. Metzger - Aye
Dr. Moore – Aye
Mr. Parks – absent
Mr. Schwind – Aye

The motion was approved unanimously.

Corps of Engineers Update

Mr. Conrad asked Mr. Graef to provide the report from the Corps.

Mr. Graef highlighted his PowerPoint® presentation, which was included in the agenda package to illustrate his remarks. His presentation focused on the status of the Metro East Projects.

METRO EAST LEVEE SYSTEM PROGRAM UPDATE

He first, highlighted a photo of current Corps of Engineers Mel Price collector system construction.

Items in **bold** indicate updates from last meeting

MEL PRICE SEGMENT OF UPPER WOOD RIVER

Reach 1 Relief Well

4 existing Relief Wells/55 new Relief Wells – Awarded 3June 21

Punch list items being addressed

Additional grading/seeding completed

Reach 2 Relief Well

16 existing Relief Wells/25 new Relief Wells – Awarded 8Aug22

RW installation complete

Collector channel ongoing

installation of piezometer instruments/bollards

placing rock on access road

hydroseeding

Complete Mitigation

Mitigation credit purchase is complete

When complete with construction, will coordinate with USFWS and IDNR to review/document the mitigation requirements.

OMRR&R Payment to WTDLD

Compensation to LD offset additional O&M expenses
FY24

Payment pending sufficient funds following completion of all construction and mitigation work

Possible use of project funds for Interim Operating Plan (IOP)

Project Close Out

All documents archived; financial close out

WOOD RIVER

Bid Package 8 contract

1 Pump Station/22 Relief Wells – Awarded 4Nov21

Pump Station Control System

Expecting delivery of Pump Control Cabinet now by end of year (backorder)

Pump Stations contract

PS #2 and #3 along Canal Rd – Awarded 28Sep22

Pump Station No. 2 – **Started drilling Relief Wells**

Pump Station No. 3 – **Finished driving sheet pile**

Recent discovery of waterline conflict/need for relocation

Relief Well #2/Ditch Work contract

55 Relief wells plus ditch work to convey the water to the WR PS - TBD

USACE provided response to FPD/WRDLD dated 21Sep23

Alt Ditch is still considered a betterment (3 options provided)

LRR plan, betterment, or acquire more flowage easements

Met with FPD/WRDLD on 26Sep and 24Oct

Technical USACE work is paused pending resolution

Relief Well #3 contract

30 Relief Wells – **Aug24**

Awaiting ROW Certification

Issued NTP for Acq Amendment on 11Sep23 (reduced area)

Pump Station Modification contract

Mods to WR and Hawthorne PSs – TBD

Will review Plans & Specs and prepare for advertisement

Seek FPD/LD confirmation on conveyance to WR PS

Berm

Vice PS/RW at Roxanna – TBD

FPD requested to design/construct via WIK

Integral Determination report (IDR) drafted

Recommending to MVD that berm is WIK-eligible

Mitigation

For BP-8 (maybe berm)

Plan is to purchase credits when berm is at 65% level of design

WIK

For BP-8 EDC

\$17,739,418.51 has been credited for both WIK No. 1 & 2

Next WIK request expected to be for BP -8 EDC

Total Project Cost

Update to TPC – 4Aug23

Received Agency approval of \$107,471,000 cost estimate

Federal funding identified via Bipartisan Infrastructure Law

EAST ST. LOUIS

Cutoff Wall/Jet Grout

MESD Stations 973+00 to 1020+00 – Awarded 14Nov19

Construction complete October 22

Final closeout complete September 2023

BP-12 Ph1

106 D-Type Relief Wells – Awarded 26Aug21

Construction substantially complete: pump testing of 36 RWs continues to be delayed due to low river levels

BP-12 Ph2

43 T-Type Relief Wells (Ph2 and Ph3) – Award: 4th Qtr. FY 25

Approx. 65% design, with A/E design firm HDR continuing progress on railway shoring design for collector system

In coordination with IDOT, TRRA, Veolia, Alton-Southern

BP14B

Filter Blanket - TBD

USACE will administer construction contract after BCOES review is complete

WSP may be needed to address mods during construction

WIK BP-11*

Relief Wells

USACE coordination with WSP/Keller during construction

WIK BP 18A*

Phillips reach PS Modifications

USACE has reviewed flow study and concurs additional capacity is needed

WIK Credit Requests

BP-14A and 18 – 8Aug23

\$12,183,767.91 has been credited for WIK No. 3-6

\$24,559,173.61 has been credited for all WIK to date

LERRDs*

Land, Easements, ROW, Relocations and Disposal

Response #2/#3 sent 21Sep23

\$1,607,516.56 has been credited for LERRDs to date

Total Project Cost

Update to TPC- 9Aug23

\$151,065,000 is current estimate

FPD estimates with construction of BP18A, BP11, and Remaining LERRDs, 35% cost share will be satisfied

*Recommend WIK/LERRDs credit requests be submitted at regular intervals, vice waiting to the end of the project.

PRAIRIE DU PONT AND FISH LAKE

Bid Package 15 coordination

Pump Station and underseepage controls - TBD

Continue coordination with WSP on BP-15; complete with 35% design and review

3Oct23 – Notice of Additional Funds Needed to complete BP-15 Reviews (65% and 95%)

Includes USACE taking the lead on Section 106 Coordination with SHPO and tribes

Additional funds received

Future Bid Package coordination

TBD

Anticipate future Contributed Funds Agreement for each BP

Draft Agreement with Scope of Work (both BP-16 and BP-17) sent to FPD for review/comment on 8Nov23

Based upon WSP's scope of improvements dated 10Jul23

Environmental Assessment

TBD

The applicant is to submit a revised/supplemental/updated EA for the

entire project on the modified design (at least 65% design or greater)

**Borrow material will be contractor supplied and shall meet
USACE borrow material specs**

**WSP archaeologist has provided work plan for Ph 2 testing of two
archaeological sites. Change in project footprint has removed other
sites identified in Ph 1 from Area of Potential Effect,**

Work plan and recommendations provided to SHPO and tribes.

To date, we have replies from two of the latter with no objections

**While discussed informally with SHPO, we are still awaiting official
response.**

Mr. Conrad thanked Mr. Graef and asked for a motion to accept the Corps of Engineers Update Report. A motion to accept the Corps of Engineers Update Report was made by Ms. Crockett with second by Mr. Brinkman on the motion.

Dr. Moore called the roll and the following votes were made on the motion:

Mr. Andreas - Aye
Mr. Brinkman - Aye
Mr. Conrad – Aye
Ms. Crockett – Aye
Mr. Merz - Aye
Mr. Metzger - Aye
Dr. Moore – Aye
Mr. Parks – absent
Mr. Schwind – Aye

The motion was approved unanimously.

Public Comment

Mr. Conrad asked if there was any public comment. There was none.

Other Business

Mr. Conrad asked if there was any other business. There was none.

Adjournment

Mr. Conrad asked for a motion to adjourn the meeting. A motion was made by Mr. Schwind and seconded by Ms. Crockett. The motion was approved unanimously by voice vote, all voting aye.

Respectfully submitted,

Debra Moore,
Secretary/Treasurer, Board of Directors



Memo to: Board of Directors
From: Chuck Etwert
Subject: Program Status Report for January 2024
Date: January 15, 2024

500-Year Authorized Level Status

Wood River Levee System

Construction of Bid Package #8 (by USACE) continues.

On Bid Package #9, the updated Integral Determination Report (IDR) is still being reviewed at the Division level at USACE. We expect the Division review to be complete by February, after which the Project Partnership Agreement (PPA) amendment process will begin, which is expected to take several months and be complete in summer 2024. As reported last month this delay in approvals will shift design and construction work of Bid Package 9 by at least 6 months and likely result in slightly higher construction costs due to the natural increase in prices over time.

The Council requested work in-kind approval for the Bid Package #9 Project on November 17, 2021, at that time the preliminary estimated construction cost was \$2,000,000. Currently, the estimated construction cost is \$2,400,000.

Later in agenda there item for a relocation agreement with the Villages of Hartford and Roxanna for an emergency waterline relocation for a Corps-designed and constructed project that is currently under construction. If the agreement is approved by the FPD Council, the relocation work will begin right away. The relocation work is eligible for LERRDs credit from the Corps.

On January 10th, a meeting was held with the Corps of Engineers and Wood River Drainage and Levee District to discuss the cost estimates for three alternatives at the Old Channel Wood River area at the northwest corner of IL-3 and IL-143 in Madison County. All agreed that Option 3 (perpetual ponding) was too costly, and it was removed from further consideration. The next step in the process is to obtain an appraisal of the land required for Option 1 (the original design) and

make a formal offer to the City of Wood River, then re-convene if the City is not agreeable, as they have previously indicated. WSP has a work order amendment on the agenda this month to extend the duration and authorized funding for LERRDs services in Wood River, which are anticipated to be complete within the next 18 months.

Work In-Kind credit of \$17,739,418.51 and LERRD's credit of \$693,274.23 has been approved to date for the Wood River Levee System.

MESD Levee System

Construction on Bid Package 11 is ongoing. As reported last month, the abnormally low river stage continues to hinder relief well construction, as groundwater levels are too low to develop/test the newly installed relief wells. Two change orders are on the agenda this month for Bid Package 11: Change Order 6 for the concrete collar at Venice Pump Station; and Change Order 7 for schedule extension and survey control. Additionally, on the agenda this month is a Work Order Amendment for WSP to continue performing construction phase services for Bid Package 11.

Land acquisition from Terminal Railroad Association of St. Louis (TRRA) is nearly complete for the Bid Package 14B project. On the agenda this month is an agreement to finalize that acquisition.

The 35% complete construction drawings, specifications, and design report for Bid Package 18A was submitted to the Corps on November 29. The Corps has indicated that they will provide a revised relief well plan for the area by the end of January, after which, WSP will revise the 35% submittal and re-submit. (The revision to the submittal is anticipated to take under one week.)

Work In-Kind credit of \$24,599,173.61 and LERRDs credit of \$1,607,516.56 has been approved to date for the MESD Levee System.

Prairie Du Pont/Fish Lake Levee Systems

The 65% design of Bid Package 15 is planned to be submitted to USACE on January 26. This submittal will be the first formal submittal to USACE that captures our change from relief wells and a pump station to the less costly seepage berm to control underseepage in this package.

Detailed design of Bid Package 16 began in early January, and WSP has a work order amendment on the agenda this month for the completion of detailed design for both Bid Packages 16 and 17.

An amendment to the Phase III Drilling Program Plan (DPP) is being prepared to drill an additional 6 relief well pilot holes along the northern flank of the Prairie du Pont segment for relief wells planned as part of Bid Package 16.

Attached is WSP's Monthly Construction Progress Report.

Recommendation:

Accept the Program Status Report for January 2024.



Southwestern Illinois Flood Prevention District Council
c/o Charles Ewert
104 United Drive
Collinsville, IL 62234

**Southwestern Illinois Levees
Restoration of the Federally Authorized Level of Flood Protection
Monthly Construction Progress Report
January 2024**

WSP Project No. 563170001
Period Ending Date: January 9, 2024

Date of Issue: January 9, 2024

Table of Contents

1. OVERVIEW	1
1.1 PROJECT DESCRIPTION	1
1.2 KEY CONTACTS / PEOPLE.....	1
2. HEALTH, SAFETY, SECURITY, ENVIRONMENT (HSSE)	2
2.1 HSSE REPORTS	2
3. PROJECT STATUS UPDATE.....	3
3.1 BID PACKAGE 11.....	3
3.1.1 Calendar	3
3.1.2 Progress	3
3.1.3 Property Acquisition	3
3.1.4 FPD Council Board of Directors Considerations	3
3.1.5 Submittals	3
3.1.6 Change Orders	3
3.1.7 QC/QA Activities	3
3.1.8 Other Considerations	3
3.1.9 Payment Progress	4
3.2 BID PACKAGE 14A	4
3.2.1 Calendar	4
3.2.2 Progress	4
3.2.3 Property Acquisition	4
3.2.4 Levee Board Considerations.....	4
3.2.5 Submittals	4
3.2.6 Change Orders	4
3.2.7 QC/QA Activities	4
3.2.8 Considerations	4
3.2.9 Payment Progress	4
3.3 BID PACKAGE 18.....	5
3.3.1 Calendar	5
3.3.2 Progress	5
3.3.3 Property Acquisition	5
3.3.4 Levee Board Considerations.....	5
3.3.5 Submittals	5
3.3.6 Change Orders	5
3.3.7 QC/QA Activities	5
3.3.8 Considerations	5
3.3.9 Payment Progress	5

1. OVERVIEW

1.1 Project Description

In February 2015 the Southwestern Illinois Flood Prevention District Council (FPD Council) passed a resolution to restore the federally authorized level of flood protection to the Prairie du Pont and Fish Lake Flood Protection Project, the East St. Louis and Vicinity Flood Protection Project, and the Wood River Flood Protection Project. The FPD Council has entered into Project Partnership Agreements with the U.S. Army Corps of Engineers and the non-federal sponsors for the Wood River and East St. Louis levee systems to create a partnership whereby the FPD Council can design and construct certain improvements necessary to restore the federally authorized level of protection. The FPD Council is constructing certain work packages, or "Bid Packages", as described below:

Bid Package 11 is composed of the construction of underseepage controls in the Metro-East Sanitary District Levee System, from station 774+00 to 889+00. This includes modification of an existing levee pump station and outlet works, appurtenant erosion control, installation of relief wells, modification and abandonment of existing relief wells and collector systems, and drainage ditches or conduits of conveyance thereof.

Bid Package 14A was composed of the construction of underseepage controls in the Metro-East Sanitary District Levee System, from station 821+00 to 863+00. This included construction of a cut-off trench, placement of 2 riverside blankets/berms, construction of 2 piezometers, and placement of random fill in an old ditch on the landside of the levee.

Bid Package 18 was composed of the construction of underseepage controls in the Metro-East Sanitary District Levee System, from station 1207+00 to 1352+00. This included new relief well construction, pump station structural modifications, pump station forebay box culvert and fill, and amendments/additions to the relief well collector system.

1.2 Key Contacts / People

Program Manager	Jay Martin, PE, 615.957.2127 jay.martin@wsp.com
Project Manager	Jon Omgig, AICP, 636.795.7696 jon.omvig@wsp.com
Engineer of Record (Civil)	Randy Cook Jr., PE, 618.530.5658 randy.cook@wsp.com
Engineer of Record (Geotechnical)	Mary Knopf, PE, 502.333.4391 mary.knopf@wsp.com
Resident Project Representative	Dalton Brookshire, 618.401.7359 dalton.brookshire@wsp.com
Construction Inspector	Jeffery Johnson, 618.250.1670 jeffery.johnson@wsp.com

2. HEALTH, SAFETY, SECURITY, ENVIRONMENT (HSSE)

2.1 HSSE Reports

Health/Safety		
The Contractor(s) conducts daily toolbox safety talks.		
Security		
Nothing to report this month		
Environment (SWPPP)		
Forms submitted as required		
River Stage Restrictions		
The project specifications dictate that excavations shall cease when the Mississippi River Stage is:		
Bid Package	River Stage	River Elevation
11	14.6 / 25 (depending on work area)	404.58 (St. Louis)
NOTE: A modification for work restrictions was agreed upon to allow the contractor to work up to 18.5' on the St. Louis gauge. Furthermore, the contractor may work when the river exceeds 18.5' if they can demonstrate the ability to adequately monitor and control the groundwater in the GCED 1X Pump Station work area.		

3. PROJECT STATUS UPDATE

3.1 Bid Package 11

3.1.1 Calendar

Bid Date:	August 9, 2022
Contract executed	September 7, 2022
Schedule received	April 12, 2023
Anticipated start of field activities	December 2022
Start of field activities	February 22, 2023
Contract completion date	<i>Final completion March 29, 2024</i>
Final Walk Through	TBD
Final Acceptance	N/A

3.1.2 Progress

- Drilling Services has drilled all 66 Relief Wells, original contract quantity plus change order 05 quantity.
- Drilling Services has developed 47 Relief Wells to date.
- Drilling Services has placed 47 Relief Well seals.
- The remaining 19 Relief Well seals and development will occur when the groundwater has risen.
- Keller started construction on the G.C.E.D 1X outfall structure.
- Keller has constructed the concrete floor of the G.C.E.D 1X outfall structure.
- Keller started backfilling the collector system at Venice Pump Station, from RW-92X to the pump station.
- Property Acquisition
 - Temporary easement from Beelman has been granted.

3.1.3 FPD Council Board of Directors Considerations

- Change order 06: Concrete Collar at Venice Pump Station
- Change Order 07: Time Extension for RFI 11 and Survey Control

3.1.4 Submittals

- Submittals are in progress.

3.1.5 Change Orders

- Change Order 01: Manhole 76XC Lid Modification, approved on 6/7/2023.
- Change Order 02: Upgrading medium duty to heavy duty flap gates, approved on 6/14/2023.
- Change Order 03: BP 12 Fence Replacement Scope of Work, approved on 7/27/2023. Board approved on 7/19/2023.
- Change Order 04: Relief Well Bentonite Seals, approved on 7/22/2023.
- Change Order 05: Addition of RW-36X and RW-36XB, approved on 8/18/2023.
- Change Order 06: Concrete Collar at Venice Pump Station, pending Board approval.
- Change Order 07: Time Extension for RFI 11 and Survey Control, pending.

3.1.6 QC/QA Activities

- Complete to date

3.1.7 Other Considerations

- None at this time

3.1.8 Payment Progress

- Eighth Payment to the Contractor was made on November 9, 2023.
- Ninth Payment to the Contractor was made on November 27, 2023.
- Tenth Payment to the Contractor was made on December 20, 2023.
- See Contract Invoice Log attached.

3.2 Bid Package 14A

3.2.1 Calendar

Bid Date:	January 6, 2019
Contract executed	February 18, 2020
Schedule received	Not yet received
Anticipated start of field activities	July 2020
Start of field activities	September 2, 2020
Contract completion date	<i>Final completion January 22, 2021</i>
Final Walk Through	December 18, 2020 Substantial Completion Meeting resulted in no issues that required further attention
Final Acceptance	December 18, 2020

3.2.2 Progress

- Final submission of project summary documentation for close-out with USACE completed on February 10, 2022.

3.2.3 Property Acquisition

- America’s Central Port - Complete

3.2.4 Levee Board Considerations

- None at this time

3.2.5 Submittals

- Submittals are complete

3.2.6 Change Orders

- Change Order No. 1 to address the lost time and additional effort necessary to work around the unknown 10” gas line utility was approved on November 8, 2020.
- Change Order No. 2 for slag removal at the piezometer locations approved November 24, 2020.
- Change Order No. 3 for time extension was approved December 18, 2020.
- Change Order No. 4 for time extension in progress approved June 21, 2021.
- Change Order No. 5 for unit price and quantity adjustments approved June 21, 2021.

3.2.7 QC/QA Activities

- Complete

3.2.8 Considerations

- None

3.2.9 Payment Progress

- Final Payment to the Contractor was made on May 25, 2021.

3.3 Bid Package 18

3.3.1 Calendar

Bid Date:	November 6, 2019
Contract executed	January 15, 2020
Schedule received	February 20, 2020
Anticipated start of field activities	March 2020
Start of field activities	March 20, 2020
Contract completion date	<i>Final completion September 30, 2021.</i>
Final Walk Through	October 6, 2021
Final Acceptance	October 6, 2021

3.3.2 Progress

- Final submission of project summary documentation for close-out with USACE completed on July 25, 2022.

3.3.3 Property Acquisition

- No acquisition was necessary for this bid package

3.3.4 Levee Board Considerations

- None

3.3.5 Submittals

- Complete

3.3.6 Change Orders

- Change Order No. 1 completed on April 21, 2020
- Change Order No. 2 approved by FPD Council Board on August 19, 2020
- Change Order No. 3 approved by FPD Council Board on November 9, 2020
- Change Order No. 4 approved by FPD Council Board on February 5, 2021.
- Change Order No. 5 approved on December 23, 2021.

3.3.7 QC/QA Activities

- Complete

3.3.8 Considerations

- None

3.3.9 Payment Progress

- Final Payment to the Contractor was made on January 10, 2022.

Change Request Log

Contractor:	Keller Construction, Inc. 22 Illini Drive Glen Carbon, IL 62034
Project:	Design Deficiency Corrections for East St. Louis, Illinois Flood Protection Project
Bid Package No.:	11
Big Package Name:	Underseepage and Through-Seepage Controls from 774+00 to 889+00

Original Contract Amount:	\$ 11,665,066.40
Change Orders Total:	\$ 546,757.32
Total Revised Contract Amount:	\$ 12,211,823.72

(Includes Pending Change Orders)
(Assumes Approval of Pending Change Orders)

Change Request No.	PCN No.	Description	Change Type (Field, Design, Spec, Other)	Cost	As-Bid Line Item	Original Cost of Associated Line Item	% of Original Line Item	% of Original Contract	Date	Status	Comments
1	5	MH-76XC Lid Modification	Design	\$ 1,720.00	36	\$ 30,000.00	5.73%	0.01%	6/8/2023	Approved	Changing lid to area inlet
2	2	Outfall Structure Heavy Duty Flap Gates	Design	\$ 6,403.20	11	\$ 320,000.00	2.00%	0.05%	6/14/2023	Approved	Upgrading from medium duty to heavy duty
3	7	BP 12 Fence Replacement Scope of Work	Other	\$ 172,126.15	5	\$ 77,764.96	221.34%	1.48%	7/27/2023	Approved	Reducing re-work of newly installed replacement fence.
4	9	Addition of Bentonite Seals D-Type RW	Design	\$ 28,086.90	16, 17	\$ 398,223.00	7.05%	0.24%	7/21/2023	Approved	Addition of bentonite seals
		Addition of Bentonite Seals T-Type RW	Design	\$ 200,119.11	16, 18	\$ 3,240,540.00	6.18%	1.72%			
5	10	Addition of RW-36X and RW-36XB	Design	\$ 121,121.75	5,17,21,22, 32,33,40			1.04%	8/18/2023	Approved	Redesign of RW-36X and addition of RW-36XB
6		Concrete Collar at Venice Pump Station	Field	\$ 14,351.25	30	\$ 10,274.40	140.00%	0.12%	12/4/2023	Pending	Connection of existing RCP to new RCP
7		Extension of Time and Survey Control	Other	\$ 2,828.96	3	\$ 79,000.00	3.58%	0.02%	12/4/2023	Pending	Time extension for RFI 11 and survey control

CONTRACT INVOICE LOG

Contractor:	Keller Construction, Inc. 22 Illini Drive Glen Carbon, IL 62034
Project:	Design Deficiency Corrections for East St. Louis, Illinois Flood Protection Project
Bid Package Number:	11
Bid Package Name:	Underseepage Controls from 774+00 to 889+00, GCED 1X Pump Station/Outfall

Original Contract Amount:	\$ 11,665,066.40
Total Change Order Amount:	\$ 529,577.11
Total Revised Contract Amount:	\$ 12,194,643.51

Payment Request No.	Pay Request Date	Pay Request Approval Date	Total Completed to Date (\$)	Amount Retained (10% to 50%) then (5% to 95%)	Total Earned Less Retained (\$)	Amount Invoiced (\$)	Date Paid by FPD	Estimate to Complete Including Retainage (\$)
1	2/15/2023	2/17/2023	\$355,768.14	\$35,576.81	\$320,191.33	\$320,191.33	2/28/2023	\$11,344,875.07
2	4/17/2023	4/21/2023	\$993,448.65	\$99,344.87	\$894,103.79	\$573,912.46	4/24/2023	\$10,770,962.62
3	4/28/2023	5/11/2023	\$1,811,458.34	\$181,145.84	\$1,630,312.50	\$736,208.71	5/16/2023	\$10,034,753.90
4	7/14/2023	7/17/2023	\$2,710,950.39	\$271,095.02	\$2,439,855.37	\$809,542.87	7/24/2023	\$9,233,334.23
5	7/14/2023	7/20/2023	\$3,821,633.07	\$382,163.29	\$3,439,469.78	\$999,614.41	7/26/2023	\$8,405,845.97
6	8/15/2023	8/25/2023	\$4,252,996.32	\$419,988.07	\$3,833,008.25	\$388,226.92	8/29/2023	\$8,366,946.81
7	10/10/2023	10/16/2023	\$4,874,579.26	\$487,457.93	\$4,387,121.33	\$554,113.08	10/16/2023	\$7,812,833.73
8	11/8/2023	11/8/2023	\$5,609,464.13	\$560,946.43	\$5,048,517.70	\$666,707.92	11/9/2023	\$7,146,125.81
9	11/16/2023	11/27/2023	\$5,913,562.23	\$591,356.24	\$5,322,205.99	\$273,688.29	11/27/2023	\$6,872,437.52
10	12/13/2023	12/19/2023	\$6,412,311.86	\$641,231.20	\$5,771,080.66	\$448,874.67	12/20/2023	\$6,423,562.85

Change Request Log

Contractor:	Keller Construction, Inc. 22 Illini Drive Glen Carbon, IL 62034
Project:	Design Deficiency Corrections for East St. Louis, Illinois Flood Protection Project
Bid Package No.:	14A
Big Package Name:	Underseepage Controls from 821+00 to 863+00

Original Contract Amount:	\$ 905,000.00
Change Orders Total:	\$ 45,746.86
Total Revised Contract Amount:	\$ 950,746.86

(Includes Pending Change Orders)
(Assumes Approval of Pending Change Orders)

Change Request No.	PCN No.	Description	Change Type (Field, Design, Spec, Other)	Cost	As-Bid Line Item	Original Cost of Associated Line Item	% of Original Line Item	% of Original Contract	Date	Status	Comments
1	1	Ameren 10-inch Pipeline	Other	\$ 56,869.66	N/A	N/A	N/A	6.28%	11/8/2020	Approved	Address 10-inch unmarked Ameren pipeline.
2	2	Pizeometer Bollard Slag Removal	Field	\$ 4,872.00	14A.01 14A.09	\$44,000 \$22,000	6.3% 9.5%	0.54%	11/24/2020	Approved	Additional equipment and labor associated with addressing unforeseen slag encountered during installation of piezometer bollards. Time extension of 18 days.
3	3	Time Extension	Other	\$ -	N/A	\$ -	0.00%	0.00%	12/18/2020	Approved	Contract time extension due to unfavorable ground conditions and weather. Project completion is changed from 12/18/2020 to 1/22/2021.
4	4	Time Extension	Other	\$ -	N/A	\$ -	0.00%	0.00%	6/21/2021	Approved	Contract time extension due to unfavorable ground conditions and weather. Project completion is changed from 1/22/2021 to 5/21/2021.
5	5	Unit Price and Quantity Adjustments	Design, Field, and Other	(\$15,994.80)	14A.10 14A.11 14A.12 14A.13	\$ -	0.00%	-1.77%	6/21/2021	Approved	Contractor has requested quantity adjustments for various cuts/fills and a unit price adjustment for the south blanket.

CONTRACT INVOICE LOG

Contractor:	Keller Construction, Inc. 22 Illini Drive Glen Carbon, IL 62034
Project:	Design Deficiency Corrections for East St. Louis, Illinois Flood Protection Project
Bid Package Number:	14A
Bid Package Name:	Underseepage Controls from 821+00 to 863+00

Original Contract Amount:	\$ 905,000.00
Change Order #1:	\$ 56,869.66
Change Order #2:	\$ 4,872.00
Change Order #3:	-\$ 15,994.80
Total Change Order Amount:	\$ 45,746.86
Total Revised Contract Amount:	\$ 950,746.86

Payment Request No.	Pay Request Date	Pay Request Recommended Approval Date	Total Completed to Date (\$)	Amount Retained (10% to 50%) then (5% to 95%)	Total Earned Less Retained (\$)	Amount Invoiced (\$)	Date Paid by FPD	Estimate to Complete Included Retainage (\$)
1	4/30/2020	4/30/2020	\$22,000.00	\$2,200.00	\$19,800.00	\$19,800.00	5/6/2020	\$885,200.00
2	10/28/2020	10/30/2020	\$505,075.51	\$50,507.56	\$454,567.95	\$434,767.95	10/30/2020	\$450,432.05
3	11/13/2020	11/13/2020	\$835,845.80	\$83,584.59	\$752,261.21	\$297,693.26	11/18/2020	\$152,738.79
4	12/11/2020	12/14/2020	\$893,483.22	\$89,348.33	\$804,134.89	\$51,873.68	12/15/2020	\$146,611.97
5	5/20/2021	5/24/2021	\$950,746.86	\$0.00	\$950,746.86	\$146,611.97	5/25/2021	\$0.00

Change Request Log

Contractor:	Keller Construction, Inc. 22 Illini Drive Glen Carbon, IL 62034
Project:	Design Deficiency Corrections for East St. Louis, Illinois Flood Protection Project
Bid Package No.:	18
Big Package Name:	Underseepage Controls from 1207+00 to 1352+00

Original Contract Amount:	\$ 4,798,418.20
Change Orders Total:	\$ 35,077.36
Total Revised Contract Amount:	\$ 4,783,340.84

(Includes Pending Change Orders)
(Assumes Approval of Pending Change Orders)

Change Request No.	PCN No.	Description	Change Type (Field, Design, Spec, Other)	Cost	As-Bid Line Item	Original Cost of Associated Line Item	% of Original Line Item	% of Original Contract	Date	Status	Comments
1	13	Add 2 feet to 8 T-Type Relief Well Manholes.	Field	\$ 7,176.00	N/A	N/A	N/A	0.15%	2/1/2020	Approved	RW-159X, RW-160X, RW-161X, RW-162X, RW-163X, RW-164X, RW-165X, RW-166X.
2	3	New Piezometers, Duckbill Check Valve, and Contract Time Extension	Design, Field, & Other	\$ 170,529.06	N/A	N/A	N/A	3.55%	8/19/2020	Approved	Add 13 piezometers (design change), new check valve (field change), & time extension for high river stage (other change).
3	4	Interior & Exterior 10'x10' Box Culvert Joint Sealants, Removal of 9 Piezometers, and Contract Time Extension	Design, Field, & Other	\$ (97,883.84)	N/A	N/A	N/A	-2.04%	11/9/2020	Approved	Install interior & exterior joint sealants on 10'x10 box culvert joints and dewatering to facilitate installation thereof. Removal of 9 piezometers from change order no. 2. Schedule extension for check valve lead time.
4	11	Contract Time Extension	Other	\$ -	N/A	N/A	N/A	0.00%	2/5/2021	Approved	Time extension (90-days) for critical delays caused by weather (other change)
5	1, 2, 8, 10, 15, 16, 17, 18, 19	Raising discharge of fill area 2 relief wells, Eliminate RW-227A, Descope 36 relief well abandonments, relief well footage reconciliation, Abandonment of old manhole in Forebay, Cahokia Pump Station and Driveway Extras, Contract Time Extensions, and Fill Quantity Reconciliation	Design, Field, & Other	\$ (114,898.58)	N/A	N/A	N/A	-2.39%	12/23/2021	Approved	Adding a total of 20.1-LF of relief well footage for Fill Area 2 Wells (design/field change). Eliminate 75.7-LF of T-Type well for RW-227A (design change). Descope 36 relief well abandonments (design/field change) and relief well footage reconciliation for D/T-Type wells and obstructed drilling (field change). Extra CLSM to abandon an old manhole encountered in the Forebay fill. (field change). Extra fence to accommodate grade around the Cahokia Pump Station, as well as extra rock and fabric for within the fenced area and to facilitate driveway/access improvements for the Pump Station (design/field). Time extension (177-days) for critical delays caused by weather and groundwater conditions (other change). Fill Quantity Reconciliation (field change).

CONTRACT INVOICE LOG

Contractor:	Keller Construction, Inc. 22 Illini Drive Glen Carbon, IL 62034
Project:	Design Deficiency Corrections for East St. Louis, Illinois Flood Protection Project
Bid Package Number:	18
Bid Package Name:	Underseepage Controls from 1207+00 to 1352+00

Original Contract Amount:	\$ 4,798,418.20
Change Order #1:	\$ 7,176.00 (2/1/2020)
Change Order #2:	\$ 170,529.06 (8/19/2020)
Change Order #3:	-\$ 97,883.84 (11/9/2020)
Change Order #5:	-\$ 114,898.58 (12/22/2021)
Total Change Order Amount:	-\$ 35,077.36
Total Revised Contract Amount:	\$ 4,763,340.84

Payment Request No.	Pay Request Date	Pay Request Approval Date	Total Completed to Date (\$)	Amount Retained (10% to 50%) then (5% to 95%)	Total Earned Less Retained (\$)	Amount Invoiced (\$)	Date Paid by FPD	Estimate to Complete Including Retainage (\$)
1	3/31/2020	4/9/2020	\$109,038.87	\$10,903.89	\$98,134.98	\$98,134.98	4/10/2020	\$4,707,459.22
2	5/7/2020	5/14/2020	\$281,792.87	\$28,179.29	\$253,613.58	\$155,478.60	5/14/2020	\$4,551,980.62
3	6/7/2020	7/22/2020	\$597,279.99	\$59,728.00	\$537,551.99	\$283,938.41	7/23/2020	\$4,268,042.21
4	7/15/2020	7/23/2020	\$776,708.35	\$77,670.85	\$699,037.51	\$161,485.51	7/23/2020	\$4,106,556.70
5	8/7/2020	8/14/2020	\$1,039,513.04	\$103,951.32	\$935,561.72	\$236,524.22	8/17/2020	\$3,870,032.48
6	9/8/2020	9/8/2020	\$1,346,980.73	\$134,698.07	\$1,212,282.66	\$276,720.92	9/9/2020	\$3,763,840.62
7	10/16/2020	10/26/2020	\$2,509,094.48	\$250,909.45	\$2,258,185.03	\$1,045,902.37	10/28/2020	\$2,717,938.26
8	11/12/2020	11/13/2020	\$3,132,599.92	\$313,260.01	\$2,819,339.91	\$561,154.88	11/18/2020	\$2,058,899.54
9	12/10/2020	12/14/2020	\$3,800,863.21	\$380,086.34	\$3,420,776.87	\$601,436.96	12/15/2020	\$1,457,462.58
10	1/28/2021	2/1/2021	\$4,381,672.73	\$438,167.29	\$3,943,505.44	\$522,728.57	2/2/2021	\$934,734.01
11	4/12/2021	4/21/2021	\$4,588,606.96	\$229,430.37	\$4,359,176.59	\$415,671.16	4/22/2021	\$404,164.28
12	5/4/2021	5/24/2021	\$4,605,550.74	\$230,277.56	\$4,375,273.18	\$16,096.59	5/25/2021	\$388,067.69
13	6/9/2021	6/16/2021	\$4,613,643.52	\$230,682.20	\$4,382,961.32	\$7,688.14	6/16/2021	\$380,379.55
14	7/7/2021	7/9/2021	\$4,642,077.53	\$232,103.90	\$4,409,973.64	\$27,012.32	7/12/2021	\$353,367.23
15	12/30/2021	1/9/2022	\$4,763,340.84	\$0.00	\$4,763,340.84	\$353,367.20	1/10/2022	\$0.00



Memo to: Board of Directors
From: Chuck Ewert
Subject: Budget and Disbursement Reports for November & December 2023
Date: January 15, 2024

Current Budget Highlights

Attached are the financial statements for November & December 2023 prepared by our fiscal agent, CliftonLarsonAllen. The reports include an accounting of revenues and expenditures for the months ending November 30, 2023 and December 31, 2023 as compared to the according fiscal year budget.

Accrued expenditures for the fiscal year beginning on October 1, 2023 thru November 30, 2023 were \$9,348,382 while revenues amounted to \$3,003,071 resulting in a deficit of \$6,345,311.

Accrued expenditures for the fiscal year beginning on October 1, 2023 thru December 31, 2023 were \$10,115,616 while revenues amounted to \$4,486,848 resulting in a deficit of \$5,628,768.

A total of \$56,782,143 is held by the counties in their respective FPD sales tax funds and will be needed by the Council for the 500-Year Authorized Level of Protection. Council will be requesting 50% of the funds in April.

Monthly sales tax receipts of \$1,424,864 for September 2023 were up .32% from last year, and receipts of \$1,428,282 for October 2023 were up .01% from last year, only \$76 dollars. Receipts have slowed down the last two months but are still up 1.77% from last year.

Monthly Disbursements

Attached are bank transactions for November & December 2023. Total disbursements for November were \$1,182,078.62 and for December \$765,752.84 with the largest payments each month being to Keller Construction and WSP.

Recommendation:

Accept the budget and disbursements for November & December 2023.

**SOUTHWESTERN ILLINOIS FLOOD PREVENTION
DISTRICT COUNCIL**

**GENERAL FUND
STATEMENT OF REVENUES AND EXPENDITURES – BUDGET AND ACTUAL**

TWO MONTHS ENDED NOVEMBER 30, 2023 AND 2022



Board Members
Southwestern Illinois Flood Prevention District Council
Collinsville, Illinois

Management is responsible for the accompanying General Fund Statement of Revenues and Expenditures of Southwestern Illinois Flood Prevention District Council (the "Council") for the two months ended November 30, 2023 and 2022, in accordance with accounting principles generally accepted in the United States of America. Management is also responsible for the accompanying financial forecast of Southwestern Illinois Flood Prevention District Council, which comprises the forecasted statements of revenues and expenditures for the year ending September 30, 2024, and the related summary of significant assumptions in accordance with guidelines for the presentation of financial forecast established by the American Institute of Certified Public Accountants (AICPA). We have performed compilation engagements in accordance with Statements on Standards for Accounting and Review services promulgated by the Accounting and Review Services Committee of the American Institute of certified Public Accountants. We did not audit or review the historical financial statements or the financial forecast nor were we required to perform any procedures to verify the accuracy or completeness of information provided by management. Accordingly, we do not express an opinion a conclusion, nor provide any form of assurances on these historical financial statements and this financial forecast.

The forecasted results may not be achieved as there will usually be differences between the forecasted and actual results, because events and circumstances frequently do not occur as expected, and these differences may be material. We assume no responsibility to update this report for events and circumstances occurring after the date of this report.

Management has omitted the management discussion and analysis. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

Management has not presented government-wide financial statements to display the financial position and changes in financial position of its governmental activity. Accounting principles generally accepted in the United States of America require the presentation of government-wide financial statements. The change in fund balance for the Council's governmental activity is not reasonably determinable.

Management has not presented a balance sheet for the general fund. Accounting principles generally accepted in the United States of America require the presentation of a balance sheet for each fund contained in the financial statements. The amounts that would be reported in a balance sheet of the general fund for the Council are not reasonably determinable.

Management has not presented a change in fund balance on the Statement of Revenues and Expenditures – Budget and Actual. Accounting principles generally accepted in the United States of America require the Statement of Revenues, Expenditures and Changes in Fund Balance include a presentation of changes in fund balance. The amounts that would be reported in government-wide financial statements for the Council's governmental activity is not reasonably determinable.

Management has also elected to omit substantially all of the disclosures required by generally accepted accounting principles. If the omitted disclosures were included with the financial statements, they might influence the user's conclusions about the Council's results of operations. Accordingly, the historical financial statements and the financial forecast are not designed for those who are not informed about such matters.

The accompanying original and final budget amounts presented on the General Fund Statement of Revenues and Expenditures – Budget and Actual presented for the year ending September 30, 2024 and 2023, have not been compiled or examined by us, and, accordingly, we do not express an opinion or any other form of assurance on them.

We are not independent with respect to Southwestern Illinois Flood Prevention District Council.

Draft

CliftonLarsonAllen LLP

St. Louis, Missouri
December 5, 2023

SOUTHWESTERN ILLINOIS FLOOD PREVENTION DISTRICT COUNCIL
GENERAL FUND
STATEMENT OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL
TWO MONTHS ENDED NOVEMBER 30, 2023 (Actual)
FISCAL YEAR ENDING SEPTEMBER 30, 2024 (Budget)
DRAFT

	BUDGET		ACTUAL	VARIANCE WITH
	ORIGINAL	FINAL		FINAL BUDGET
				POSITIVE (NEGATIVE)
REVENUES				
Sales Tax Proceeds From Districts	\$ 17,284,013	\$ 17,284,013	\$ 2,868,656	\$ 14,415,357
Interest Income	135,000	135,000	134,415	585
Other Contributions	-	-	-	-
Total Revenues	<u>17,419,013</u>	<u>17,419,013</u>	<u>3,003,071</u>	<u>14,415,942</u>
EXPENDITURES				
Current				
Design and Construction				
Engineering Design & Construction Management	5,567,539	5,567,539	396,433	5,171,106
Construction	22,492,464	22,492,464	1,512,311	20,980,153
Construction and design by US ACE	500,000	500,000	124,833	375,167
Total Design and Construction	<u>28,560,003</u>	<u>28,560,003</u>	<u>2,033,577</u>	<u>26,526,426</u>
Professional Services				
Legal & Legislative Consulting	175,000	175,000	17,743	157,257
Financial Advisor	65,000	65,000	4,650	60,350
Bond Underwriter/Conduit Issuer	15,000	15,000	-	15,000
Total Professional Services	<u>255,000</u>	<u>255,000</u>	<u>22,393</u>	<u>232,607</u>
Refund of Surplus Funds to County FPD Accounts				
Madison County	1,522,569	1,522,569	1,856,148	(333,579)
Monroe County	152,262	152,262	168,335	(16,073)
St. Clair County	1,325,169	1,325,169	1,489,817	(164,648)
Total Refund of Surplus Funds to County	<u>3,000,000</u>	<u>3,000,000</u>	<u>3,514,300</u>	<u>(514,300)</u>
Debt Service				
Principal and Interest	9,623,731	9,623,731	3,723,766	5,899,965
Total Debt Service	<u>9,623,731</u>	<u>9,623,731</u>	<u>3,723,766</u>	<u>5,899,965</u>
Total Operating Expenses	<u>41,438,734</u>	<u>41,438,734</u>	<u>9,294,035</u>	<u>32,144,699</u>
General and Administrative Costs				
Salaries, Benefits	246,000	246,000	40,682	205,318
Bank Service Charges	1,000	1,000	151	849
Equipment and Software	2,000	2,000	-	2,000
Fiscal Agency Services	40,000	40,000	5,922	34,078
Audit Services	21,000	21,000	-	21,000
Meeting Expenses	1,000	1,000	-	1,000
Postage/Delivery	1,000	1,000	28	972
Printing/Photocopies	2,000	2,000	298	1,702
Professional Services	12,000	12,000	-	12,000
Supplies	3,000	3,000	28	2,972
Telecommunications/Internet	3,000	3,000	558	2,442
Travel	5,000	5,000	143	4,857
Insurance	8,000	8,000	6,258	1,742
Business Expenses			280	(280)
Total General & Administrative Costs	<u>345,000</u>	<u>345,000</u>	<u>54,347</u>	<u>290,933</u>
Total Expenditures	<u>41,783,734</u>	<u>41,783,734</u>	<u>9,348,382</u>	<u>32,435,632</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(24,364,721)	(24,364,721)	(6,345,311)	(18,019,410)
NET CHANGE IN FUND BALANCE	<u>\$ (24,364,721)</u>	<u>\$ (24,364,721)</u>	<u>\$ (6,345,311)</u>	<u>\$ (18,019,410)</u>

SOUTHWESTERN ILLINOIS FLOOD PREVENTION DISTRICT COUNCIL
GENERAL FUND
STATEMENT OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL
TWO MONTHS ENDED NOVEMBER 30, 2022 (ACTUAL)
FISCAL YEAR ENDING SEPTEMBER 30, 2023 (Budget)
DRAFT

	BUDGET		ACTUAL	VARIANCE WITH
	ORIGINAL	FINAL		FINAL BUDGET
				POSITIVE (NEGATIVE)
REVENUES				
Sales Tax Proceeds From Districts	\$ 17,491,333	\$ 17,491,333	\$ 2,792,118	\$ 14,699,215
Interest Income	100,000	100,000	55,839	44,161
Other Contributions	-	-	-	-
Total Revenues	<u>17,591,333</u>	<u>17,591,333</u>	<u>2,847,957</u>	<u>14,743,376</u>
EXPENDITURES				
Current				
Design and Construction				
Engineering Design & Construction Management	5,223,000	5,223,000	716,547	4,506,453
Construction	23,550,000	23,550,000	8,453	23,541,547
Construction and design by US ACE	500,000	500,000	-	500,000
Total Design and Construction	<u>29,273,000</u>	<u>29,273,000</u>	<u>725,000</u>	<u>28,548,000</u>
Professional Services				
Legal & Legislative Consulting	190,000	190,000	-	190,000
Financial Advisor	65,000	65,000	3,750	61,250
Bond Underwriter/Conduit Issuer	12,000	12,000	-	12,000
Total Professional Services	<u>267,000</u>	<u>267,000</u>	<u>3,750</u>	<u>263,250</u>
Refund of Surplus Funds to County FPD Accounts				
Madison County	1,848,700	1,848,700	1,464,201	384,499
Monroe County	167,650	167,650	132,789	34,861
St. Clair County	1,483,650	1,483,650	1,175,225	308,425
Total Refund of Surplus Funds to County	<u>3,500,000</u>	<u>3,500,000</u>	<u>2,772,215</u>	<u>727,785</u>
Debt Service				
Principal and Interest	9,549,731	9,549,731	3,690,666	5,859,065
Federal Interest Subsidy	-	-	-	-
Total Debt Service	<u>9,549,731</u>	<u>9,549,731</u>	<u>3,690,666</u>	<u>5,859,065</u>
Total Operating Expenses	<u>42,589,731</u>	<u>42,589,731</u>	<u>7,191,631</u>	<u>35,398,099</u>
General and Administrative Costs				
Salaries, Benefits	251,000	251,000	29,248	221,752
Bank Service Charges	1,000	1,000	91	909
Equipment and Software	2,000	2,000	-	2,000
Fiscal Agency Services	38,500	38,500	5,586	32,914
Audit Services	19,500	19,500	-	19,500
Meeting Expenses	1,000	1,000	-	1,000
Postage/Delivery	1,000	1,000	111	889
Printing/Photocopies	2,000	2,000	210	1,790
Professional Services	10,000	10,000	-	10,000
Supplies	3,000	3,000	-	3,000
Telecommunications/Internet	3,000	3,000	1,152	1,848
Travel	5,000	5,000	-	5,000
Insurance	8,000	8,000	525	7,475
Total General & Administrative Costs	<u>345,000</u>	<u>345,000</u>	<u>36,923</u>	<u>308,077</u>
Total Expenditures	<u>42,934,731</u>	<u>42,934,731</u>	<u>7,228,554</u>	<u>35,706,176</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(25,343,398)	(25,343,398)	(4,380,597)	(20,962,801)
NET CHANGE IN FUND BALANCE	<u>\$ (25,343,398)</u>	<u>\$ (25,343,398)</u>	<u>\$ (4,380,597)</u>	<u>\$ (20,962,801)</u>

**SOUTHWESTERN ILLINOIS FLOOD PREVENTION DISTRICT COUNCIL
GENERAL FUND
HISTORICAL AND BUDGETED FINANCIAL STATEMENTS
SUMMARY OF SIGNIFICANT ASSUMPTIONS
For the Two Months Ended November 30, 2023 and 2022, and the year ending September 30, 2024
DRAFT**

Summary of Significant Assumptions

These financial forecasts present, to the best of management's knowledge and belief, the Council's expected financial position and results of operations for the forecast periods. Accordingly, the forecasts reflect its judgment as of October 1, 2023, the date of these forecasts, of the expected conditions and its expected course of action. The assumptions disclosed hereon are those that management believes are significant to the forecasts. There will be usually be differences between the forecasted and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

Statements of Activities Assumptions

- | | |
|--|-----|
| 1. Sales tax proceeds from districts are expected to grow at a rate of based on prior year | 4% |
| 2. Design and Construction based on engineers plans for the year | 57% |
| 3. Professional Services based on expected needs to purchase easements and other costs | 56% |
| 4. Salaries, benefits and taxes based on annual salary increase | 3% |

**SOUTHWESTERN ILLINOIS FLOOD PREVENTION
DISTRICT COUNCIL**

**GENERAL FUND
STATEMENT OF REVENUES AND EXPENDITURES – BUDGET AND ACTUAL**

THREE MONTHS ENDED DECEMBER 31, 2023 AND 2022



Board Members
Southwestern Illinois Flood Prevention District Council
Collinsville, Illinois

Management is responsible for the accompanying General Fund Statement of Revenues and Expenditures of Southwestern Illinois Flood Prevention District Council (the "Council") for the three months ended December 31, 2023 and 2022, in accordance with accounting principles generally accepted in the United States of America. Management is also responsible for the accompanying financial forecast of Southwestern Illinois Flood Prevention District Council, which comprises the forecasted statements of revenues and expenditures for the year ending September 30, 2024, and the related summary of significant assumptions in accordance with guidelines for the presentation of financial forecast established by the American Institute of Certified Public Accountants (AICPA). We have performed compilation engagements in accordance with Statements on Standards for Accounting and Review services promulgated by the Accounting and Review Services Committee of the American Institute of certified Public Accountants. We did not audit or review the historical financial statements or the financial forecast nor were we required to perform any procedures to verify the accuracy or completeness of information provided by management. Accordingly, we do not express an opinion a conclusion, nor provide any form of assurances on these historical financial statements and this financial forecast.

The forecasted results may not be achieved as there will usually be differences between the forecasted and actual results, because events and circumstances frequently do not occur as expected, and these differences may be material. We assume no responsibility to update this report for events and circumstances occurring after the date of this report.

Management has omitted the management discussion and analysis. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

Management has not presented government-wide financial statements to display the financial position and changes in financial position of its governmental activity. Accounting principles generally accepted in the United States of America require the presentation of government-wide financial statements. The change in fund balance for the Council's governmental activity is not reasonably determinable.

Management has not presented a balance sheet for the general fund. Accounting principles generally accepted in the United States of America require the presentation of a balance sheet for each fund contained in the financial statements. The amounts that would be reported in a balance sheet of the general fund for the Council are not reasonably determinable.

Management has not presented a change in fund balance on the Statement of Revenues and Expenditures – Budget and Actual. Accounting principles generally accepted in the United States of America require the Statement of Revenues, Expenditures and Changes in Fund Balance include a presentation of changes in fund balance. The amounts that would be reported in government-wide financial statements for the Council's governmental activity is not reasonably determinable.

Management has also elected to omit substantially all of the disclosures required by generally accepted accounting principles. If the omitted disclosures were included with the financial statements, they might influence the user's conclusions about the Council's results of operations. Accordingly, the historical financial statements and the financial forecast are not designed for those who are not informed about such matters.

The accompanying original and final budget amounts presented on the General Fund Statement of Revenues and Expenditures – Budget and Actual presented for the year ending September 30, 2024 and 2023, have not been compiled or examined by us, and, accordingly, we do not express an opinion or any other form of assurance on them.

We are not independent with respect to Southwestern Illinois Flood Prevention District Council.

Draft

CliftonLarsonAllen LLP

St. Louis, Missouri
January 3, 2024

**SOUTHWESTERN ILLINOIS FLOOD PREVENTION DISTRICT COUNCIL
GENERAL FUND
STATEMENT OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL
THREE MONTHS ENDED DECEMBER 31, 2023 (Actual)
FISCAL YEAR ENDING SEPTEMBER 30, 2024 (Budget)
DRAFT**

	BUDGET		ACTUAL	VARIANCE WITH
	ORIGINAL	FINAL		FINAL BUDGET
				POSITIVE (NEGATIVE)
REVENUES				
Sales Tax Proceeds From Districts	\$ 17,284,013	\$ 17,284,013	\$ 4,293,520	\$ 12,990,493
Interest Income	135,000	135,000	193,328	(58,328)
Other Contributions	-	-	-	-
Total Revenues	<u>17,419,013</u>	<u>17,419,013</u>	<u>4,486,848</u>	<u>12,932,165</u>
EXPENDITURES				
Current				
Design and Construction				
Engineering Design & Construction Management	5,567,539	5,567,539	667,034	4,900,505
Construction	22,492,464	22,492,464	1,981,601	20,510,863
Construction and design by US ACE	500,000	500,000	124,833	375,167
Total Design and Construction	<u>28,560,003</u>	<u>28,560,003</u>	<u>2,773,468</u>	<u>25,786,535</u>
Professional Services				
Legal & Legislative Consulting	175,000	175,000	21,644	153,356
Financial Advisor	65,000	65,000	5,550	59,450
Bond Underwriter/Conduit Issuer	15,000	15,000	-	15,000
Total Professional Services	<u>255,000</u>	<u>255,000</u>	<u>27,194</u>	<u>227,806</u>
Refund of Surplus Funds to County FPD Accounts				
Madison County	1,522,569	1,522,569	1,856,148	(333,579)
Monroe County	152,262	152,262	168,335	(16,073)
St. Clair County	1,325,169	1,325,169	1,489,817	(164,648)
Total Refund of Surplus Funds to County	<u>3,000,000</u>	<u>3,000,000</u>	<u>3,514,300</u>	<u>(514,300)</u>
Debt Service				
Principal and Interest	9,623,731	9,623,731	3,723,766	5,899,965
Total Debt Service	<u>9,623,731</u>	<u>9,623,731</u>	<u>3,723,766</u>	<u>5,899,965</u>
Total Operating Expenses	<u>41,438,734</u>	<u>41,438,734</u>	<u>10,038,728</u>	<u>31,400,006</u>
General and Administrative Costs				
Salaries, Benefits	246,000	246,000	58,657	187,343
Bank Service Charges	1,000	1,000	181	819
Equipment and Software	2,000	2,000	-	2,000
Fiscal Agency Services	40,000	40,000	8,883	31,117
Audit Services	21,000	21,000	-	21,000
Meeting Expenses	1,000	1,000	-	1,000
Postage/Delivery	1,000	1,000	37	963
Printing/Photocopies	2,000	2,000	298	1,702
Professional Services	12,000	12,000	1,420	10,580
Supplies	3,000	3,000	28	2,972
Telecommunications/Internet	3,000	3,000	703	2,297
Travel	5,000	5,000	143	4,857
Insurance	8,000	8,000	6,258	1,742
Business Expenses	-	-	280	(280)
Total General & Administrative Costs	<u>345,000</u>	<u>345,000</u>	<u>76,888</u>	<u>268,392</u>
Total Expenditures	<u>41,783,734</u>	<u>41,783,734</u>	<u>10,115,616</u>	<u>31,668,398</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES				
	(24,364,721)	(24,364,721)	(5,628,768)	(18,735,953)
NET CHANGE IN FUND BALANCE				
	<u>\$ (24,364,721)</u>	<u>\$ (24,364,721)</u>	<u>\$ (5,628,768)</u>	<u>\$ (18,735,953)</u>

SOUTHWESTERN ILLINOIS FLOOD PREVENTION DISTRICT COUNCIL
GENERAL FUND
STATEMENT OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL
TWO MONTHS ENDED DECEMBER 31, 2022 (ACTUAL)
FISCAL YEAR ENDING SEPTEMBER 30, 2023 (Budget)
DRAFT

	BUDGET		ACTUAL	VARIANCE WITH
	ORIGINAL	FINAL		FINAL BUDGET
				POSITIVE (NEGATIVE)
REVENUES				
Sales Tax Proceeds From Districts	\$ 17,491,333	\$ 17,491,333	\$ 4,212,386	\$ 13,278,947
Interest Income	100,000	100,000	81,060	18,940
Other Contributions	-	-	-	-
Total Revenues	<u>17,591,333</u>	<u>17,591,333</u>	<u>4,293,446</u>	<u>13,297,887</u>
EXPENDITURES				
Current				
Design and Construction				
Engineering Design & Construction	5,223,000	5,223,000	990,229	4,232,771
Management				
Construction	23,550,000	23,550,000	24,256	23,525,744
Construction and design by US ACE	500,000	500,000	-	500,000
Total Design and Construction	<u>29,273,000</u>	<u>29,273,000</u>	<u>1,014,485</u>	<u>28,258,515</u>
Professional Services				
Legal & Legislative Consulting	190,000	190,000	1,908	188,092
Financial Advisor	65,000	65,000	4,650	60,350
Bond Underwriter/Conduit Issuer	12,000	12,000	-	12,000
Total Professional Services	<u>267,000</u>	<u>267,000</u>	<u>6,558</u>	<u>260,442</u>
Refund of Surplus Funds to County FPD Accounts				
Madison County	1,848,700	1,848,700	1,464,201	384,499
Monroe County	167,650	167,650	132,789	34,861
St. Clair County	1,483,650	1,483,650	1,175,225	308,425
Total Refund of Surplus Funds to County	<u>3,500,000</u>	<u>3,500,000</u>	<u>2,772,215</u>	<u>727,785</u>
Debt Service				
Principal and Interest	9,549,731	9,549,731	3,690,666	5,859,065
Federal Interest Subsidy	-	-	-	-
Total Debt Service	<u>9,549,731</u>	<u>9,549,731</u>	<u>3,690,666</u>	<u>5,859,065</u>
Total Operating Expenses	<u>42,589,731</u>	<u>42,589,731</u>	<u>7,483,924</u>	<u>35,105,806</u>
General and Administrative Costs				
Salaries, Benefits	251,000	251,000	43,053	207,947
Bank Service Charges	1,000	1,000	137	863
Equipment and Software	2,000	2,000	-	2,000
Fiscal Agency Services	38,500	38,500	11,390	27,110
Audit Services	19,500	19,500	-	19,500
Meeting Expenses	1,000	1,000	-	1,000
Postage/Delivery	1,000	1,000	120	880
Printing/Photocopies	2,000	2,000	210	1,790
Professional Services	10,000	10,000	-	10,000
Supplies	3,000	3,000	-	3,000
Telecommunications/Internet	3,000	3,000	1,337	1,663
Travel	5,000	5,000	-	5,000
Insurance	8,000	8,000	6,175	1,825
Total General & Administrative Costs	<u>345,000</u>	<u>345,000</u>	<u>62,421</u>	<u>282,578</u>
Total Expenditures	<u>42,934,731</u>	<u>42,934,731</u>	<u>7,546,345</u>	<u>35,388,384</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(25,343,398)	(25,343,398)	(3,252,899)	(22,090,499)
NET CHANGE IN FUND BALANCE	<u>\$ (25,343,398)</u>	<u>\$ (25,343,398)</u>	<u>\$ (3,252,899)</u>	<u>\$ (22,090,499)</u>

SOUTHWESTERN ILLINOIS FLOOD PREVENTION DISTRICT COUNCIL
GENERAL FUND
HISTORICAL AND BUDGETED FINANCIAL STATEMENTS
SUMMARY OF SIGNIFICANT ASSUMPTIONS
For the Three Months Ended December 31, 2023 and 2022, and the year ending September 30, 2024
DRAFT

Summary of Significant Assumptions

These financial forecasts present, to the best of management's knowledge and belief, the Council's expected financial position and results of operations for the forecast periods. Accordingly, the forecasts reflect its judgment as of October 1, 2023, the date of these forecasts, of the expected conditions and its expected course of action. The assumptions disclosed hereon are those that management believes are significant to the forecasts. There will be usually be differences between the forecasted and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

Statements of Activities Assumptions

- | | |
|--|-----|
| 1. Sales tax proceeds from districts are expected to grow at a rate of based on prior year | 4% |
| 2. Design and Construction based on engineers plans for the year | 57% |
| 3. Professional Services based on expected needs to purchase easements and other costs | 56% |
| 4. Salaries, benefits and taxes based on annual salary increase | 3% |

Flood Prevention District Sales Tax Trends 2009-2023

	Jan	Feb	March	April	May	June	July	August	Sept	October	November	December	Total	Share
2009	\$691,588	\$732,364	\$859,811	\$824,537	\$874,802	\$900,479	\$849,401	\$849,169	\$868,594	\$859,754	\$893,068	\$1,124,290	\$10,327,857	
2010	\$757,374	\$808,220	\$960,768	\$946,214	\$924,312	\$953,709	\$895,275	\$898,581	\$886,633	\$902,537	\$946,242	\$1,167,140	\$11,047,005	
2011	\$782,320	\$813,966	\$956,883	\$937,357	\$945,180	\$999,204	\$914,984	\$950,403	\$931,850	\$899,687	\$949,484	\$1,183,395	\$11,264,713	
2012	\$780,668	\$860,871	\$987,625	\$949,415	\$997,002	\$996,492	\$896,548	\$921,748	\$912,018	\$899,040	\$929,472	\$1,163,485	\$11,294,384	
2013	\$794,931	\$818,376	\$919,593	\$905,383	\$963,366	\$961,791	\$902,250	\$919,787	\$905,288	\$893,572	\$927,728	\$1,114,251	\$11,026,316	
2014	\$770,978	\$819,459	\$964,694	\$941,905	\$995,682	\$1,011,479	\$929,249	\$935,226	\$938,283	\$929,126	\$947,722	\$1,165,623	\$11,349,426	
2015	\$822,161	\$813,702	\$954,534	\$937,146	\$987,590	\$1,018,166	\$933,276	\$955,803	\$955,617	\$952,766	\$948,234	\$1,199,694	\$11,478,688	
2016	\$808,455	\$856,751	\$995,459	\$928,154	\$974,167	\$1,021,380	\$933,254	\$936,644	\$960,144	\$949,471	\$981,877	\$1,205,068	\$11,550,824	
2017	\$829,224	\$872,167	\$1,029,226	\$985,112	\$1,045,182	\$1,044,517	\$973,275	\$1,004,076	\$1,000,900	\$995,901	\$1,032,735	\$1,218,755	\$12,031,070	
2018	\$884,025	\$885,009	\$1,067,122	\$993,560	\$1,102,138	\$1,087,259	\$1,010,353	\$1,036,244	\$1,008,420	\$1,027,289	\$1,056,091	\$1,191,097	\$12,348,606	
2019	\$856,912	\$716,345	\$1,073,214	\$1,069,141	\$1,104,088	\$1,070,741	\$1,026,862	\$1,038,732	\$1,018,760	\$1,042,225	\$1,040,888	\$1,208,970	\$12,266,878	
2020	\$901,535	\$883,512	\$936,044	\$853,705	\$965,224	\$1,096,611	\$1,069,143	\$1,051,633	\$1,104,459	\$1,052,506	\$1,016,784	\$1,207,643	\$12,138,797	
2021	\$1,054,979	\$949,654	\$1,477,433	\$1,336,095	\$1,346,344	\$1,415,874	\$1,307,969	\$1,324,151	\$1,350,056	\$1,346,783	\$1,393,672	\$1,608,126	\$15,911,137	

2022

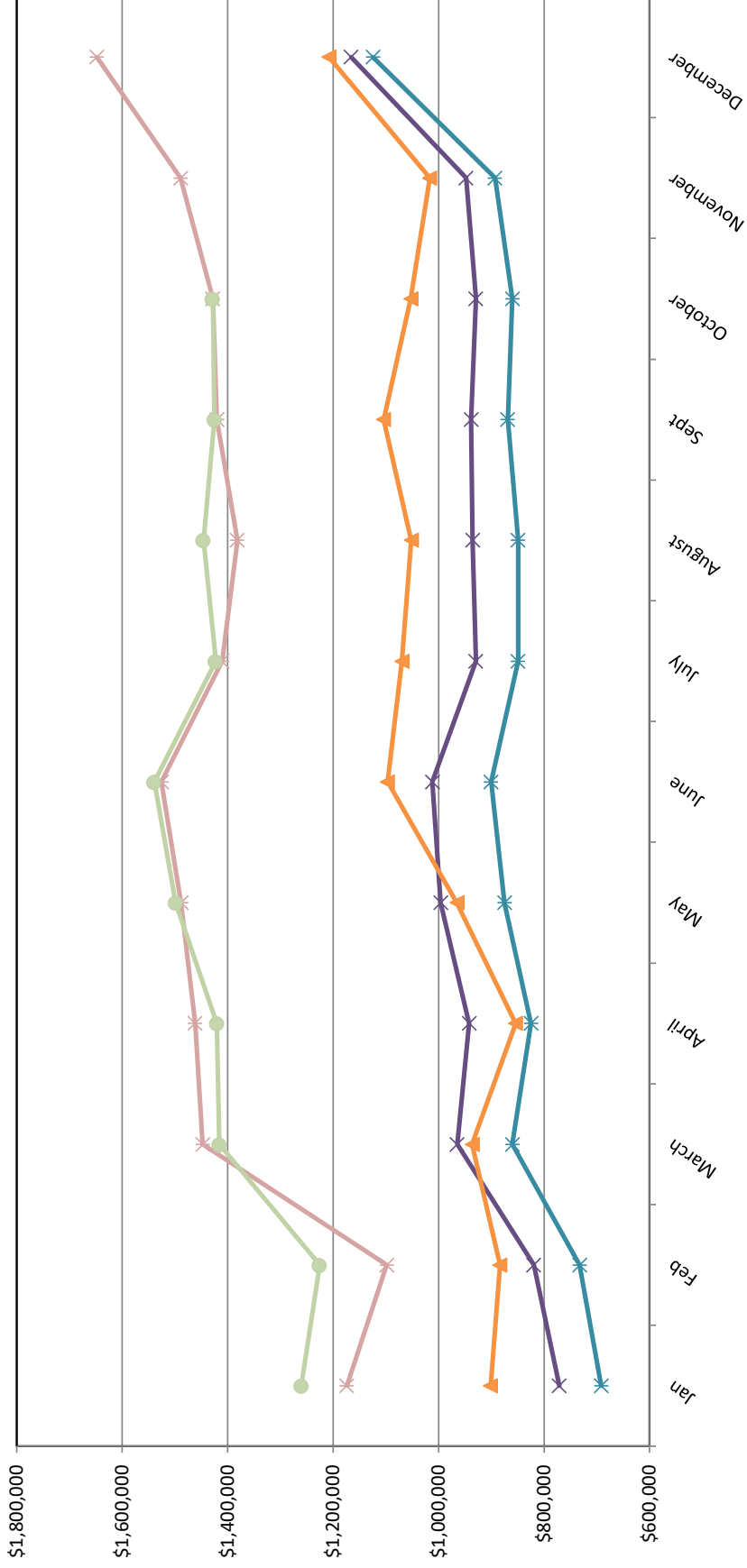
	Jan	Feb	March	April	May	June	July	August	Sept	October	November	December	Total	Share
Madison	\$591,701	\$549,944	\$722,877	\$746,182	\$760,806	\$776,116	\$726,989	\$710,926	\$714,836	\$734,672	\$774,797.34	\$803,762.97	\$8,613,609	50.750%
St. Clair	\$520,930	\$491,970	\$652,499	\$644,157	\$651,404	\$675,466	\$611,281	\$602,062	\$633,377	\$618,991	\$639,253.50	\$756,355.07	\$7,497,746	44.175%
Monroe	\$61,275	\$6,457	\$71,820	\$71,442	\$76,217	\$73,977	\$72,314	\$68,546	\$72,054	\$74,543	\$74,890.38	\$87,855.22	\$861,390	5.075%
Total Month	\$1,173,907	\$1,098,371	\$1,447,196	\$1,461,780	\$1,488,426	\$1,525,559	\$1,410,583	\$1,381,535	\$1,420,268	\$1,428,206	\$1,488,941	\$1,647,973	\$16,972,745	
Cumulative Total	\$1,173,907	\$2,272,277	\$3,719,474	\$5,181,254	\$6,669,680	\$8,195,239	\$9,605,822	\$10,987,357	\$12,407,624	\$13,835,831	\$15,324,772	\$16,972,745		
% change/month	11.27%	15.66%	-2.05%	9.41%	10.55%	7.75%	7.85%	4.33%	5.20%	6.05%	6.84%	2.48%		
% change/total	11.27%	13.35%	6.82%	7.54%	8.19%	8.11%	8.07%	7.59%	7.31%	7.18%	7.14%	6.67%		

2023

	Jan	Feb	March	April	May	June	July	August	Sept	October	November	December	Total	Share
Madison	\$649,982	\$621,629	\$719,390	\$730,157	\$776,488	\$811,381	\$735,008	\$748,144	\$721,493	\$735,621			\$7,249,292	51.485%
St. Clair	\$545,768	\$538,170	\$624,790	\$616,469	\$644,210	\$650,557	\$613,115	\$623,423	\$626,110	\$616,420			\$6,099,031	43.315%
Monroe	\$64,447	\$65,529	\$71,517	\$73,544	\$77,644	\$77,015	\$74,620	\$74,346	\$77,261	\$76,241			\$732,165	5.200%
Total Month	\$1,260,197	\$1,225,328	\$1,415,697	\$1,420,170	\$1,498,341	\$1,538,953	\$1,422,743	\$1,445,913	\$1,424,864	\$1,428,282			\$14,080,488	
Cumulative Total	\$1,260,197	\$2,485,524	\$3,901,221	\$5,321,391	\$6,819,733	\$8,358,686	\$9,781,429	\$11,227,342	\$12,652,206	\$14,080,488				
% change/month	7.35%	11.56%	-2.18%	-2.85%	0.67%	0.88%	0.86%	4.66%	0.32%	0.01%				
% change/total	7.35%	9.38%	4.89%	2.70%	2.25%	1.99%	1.83%	2.18%	1.97%	1.77%				

Flood Prevention District Sales Tax Trends 2009-2023

Monthly Receipts 2009-2014-2020-2022-2023



**SOUTHWESTERN ILLINOIS FLOOD PREVENTION DISTRICT COUNCIL
SUPPLEMENTARY SUPPORTING SCHEDULE
BANK TRANSACTIONS
November 30, 2023**

Beginning Bank Balance as of November 1, 2023 **\$ 1,328,108.03**

Receipts

Busey Bank	11/30/2023	Construction Transfer	1,167,329.91
Busey Bank	11/30/2023	Interest	29.11
			\$ 1,167,359.02

Disbursements

CliftonLarsonAllen LLP	11/08/2023	Fiscal Agent	1,480.50
WSP Global, Inc.	11/08/2023	Construction	196,928.80
Walmart	11/01/2023	Supplies	27.79
USPS	11/08/2023	Postage	9.35
USPS	11/14/2023	Postage	9.35
Cost Less Copy Center	11/15/2023	Copies	297.60
Husch Blackwell	11/09/2023	Legal	12,831.90
Charles Etwert	11/20/2023	Business Expenses & Mileage	422.79
East West Gateway	11/20/2023	Supervisor Management Services	20,813.85
AT&T	11/14/2023	Office Phone	145.13
Busey Bank	11/06/2023	Wire Fee	15.00
Busey Bank	11/06/2023	Returned Payment Fee	45.00
Busey Bank	11/29/2023	Wire Fee	15.00
Busey Bank	11/30/2023	Bank Fee	15.60
Keller Construction Inc	11/09/2023	Construction	666,707.92
Keller Construction Inc	11/28/2023	Construction	273,688.29
Columbia Capital	11/09/2023	Financial Advisor	1,950.00
Travelers Insurance	11/29/2023	Insurance	5,711.00
Columbia Capital	11/21/2023	Financial Advisor	900.00
Webroot Software	11/28/2023	Domain	63.75
			\$ 1,182,078.62
			\$ 1,313,388.43

**SOUTHWESTERN ILLINOIS FLOOD PREVENTION DISTRICT COUNCIL
SUPPLEMENTARY SUPPORTING SCHEDULE
BANK TRANSACTIONS
December 31, 2023**

Beginning Bank Balance as of December 1, 2023			\$ 1,313,388.43
Receipts			
Busey Bank	12/31/2023	Construction Transfer	745,512.10
Busey Bank	12/31/2023	Interest	51.84
			\$ 745,563.94
Disbursements			
CliftonLarsonAllen LLP	12/01/2023	Fiscal Agent	1,480.50
Columbia Capital	12/05/2023	Financial Advisor	900.00
Husch Blackwell	12/06/2023	Legal	25,136.50
AT&T	12/12/2023	Office Phone	145.13
East West Gateway	12/13/2023	Supervisor Management Services	17,975.61
WSP Global, Inc.	12/18/2023	Construction	270,600.93
USPS	12/18/2023	Postage	9.35
Keller Construction Inc	12/20/2023	Construction	448,874.67
Sprague & Urban, Attorneys at Law	12/28/2023	Legal	600.00
Busey Bank	12/31/2023	Wire Fee	15.00
Busey Bank	12/31/2023	Bank Fee	15.15
			\$ 765,752.84
			\$ 1,293,199.53



Memo to: Board of Directors
From: Chuck Ewert
Subject: Design and Construction Update
Date: January 15, 2024

Attached is WSP's Design and Construction Update, which Jon Omvig will present at the meeting.

Recommendation: Accept the January Design and Construction Update by WSP USA Environment & Infrastructure Inc.

Southwestern Illinois Levee Systems

Progress Report January 17, 2024

Jon Omvig

Wood River

Bid Package 8

South Roxanna

Relief wells & pump station

- FPD/WSP designed & USACE constructed
- Construction completion early 2024
- WSP continues to respond to RFIs as needed

Wood River

Bid Package 9

Roxanna

Seepage berm & detention pond

Date	Milestone
Spring 2020	FPD Council approaches Roxanna about obtaining easement for relief well & pump station project. Meetings for next 18 months...
Sep. 17, 2021	Wood River Drainage & Levee District and Village of Roxanna sign intergovernmental agreement for granting easement, provided seepage berm and detention pond is built.
Nov 22, 2021	FPD Council sends letter requesting authorization to change federal solution from relief wells & pump station to berm & detention.
Feb. 13, 2023	USACE issues Engineering Determination Report (EDR) concurring that berm & detention is "most economical means" of flood control at site.
April 19, 2023	Reported to FPD Board: USACE approval of Integral Determination Report (IDR) anticipated Sep. 2023; Project Partnership Agreement (PPA) amendment anticipated Nov. 2023; Design start Dec. 2023.
Dec. 11, 2023	USACE reports IDR is still pending approval by Division and that USACE processes now require the PPA amendment to be approved by USACE HQ, requiring more time.

Wood River

Old Channel Wood River

NE Corner of IL-3 and IL-143

- City of Wood River has indicated unwillingness to grant an easement..
- Multiple meetings have been held among levee district, City, FPD Council, WSP, and the City of Wood River.
- USACE has evaluated real estate needs.
- Acquisition costs will depend on City plans for area
- Appraisal will be prepared to evaluate cost.

East St. Louis (MESD)

Bid Package 11

Venice

Relief wells, pipes, & pump station modifications

- Project is approximately 50% complete
- Relief well installation is nearly complete (2 remaining)
- Temporary easement obtained from Beelman
- Unusually low river levels mean that relief well testing cannot be completed.

East St. Louis (MESD)

Bid Package 14B

Brooklyn (under I-70 Bridge)

Filter Blanket

- TRRA easement is imminent
- USACE will conduct "*Biddability, Constructability, Operability, Environmental and Sustainability*" (BCOES) review
- WSP will prepare final drawings
- USACE will bid and construct the project

East St. Louis (MESD)

Bid Package 18A

Cahokia Heights

Relief well piping and pump station mods

- 35% "soft" submittal to USACE on November 29, 2023
- Call with USACE on December 12 to discuss relief well plan
- Expect USACE final relief well plan by end of January.
- After relief well plan, quick turnaround to re-submit 35% package.

Prairie du Pont

Bid Package 15

East Carondelet

Large seepage berms

- 65% complete design package to be submitted January 26.
- Construction scheduled to start Q4 2024

Prairie du Pont

Bid Package 16

East Carondelet

Relief wells, berms, and pump stations

- 35% design started this month
- 35% complete design package to be submitted Summer 2024.
- Contributed funds agreement with USACE is necessary to fund USACE review.

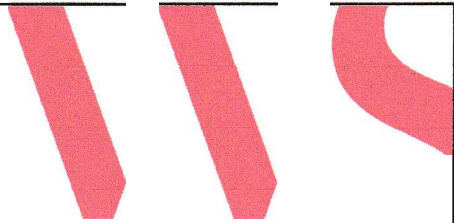
Fish Lake

Bid Package 17

Columbia

Relief wells, berms, and pump stations

- 35% design scheduled to start in Spring 2024
- Contributed funds agreement with USACE is necessary to fund USACE review.



Thank you

wsp.com



Memo to: Board of Directors
From: Chuck Etwert
Subject: Escrow Agent for Surplus Sales Tax Funds
Date: January 15, 2024

As I have indicated for the past several months, in April the Council will begin requesting the surplus sales tax funds that have been deposited with each county over the last several years. These funds are needed for the Council to complete the 500-Year Authorized Level of Protection.

In mid-2023, I directed Columbia Capital to determine a plan for the requisition of surplus sales tax funds currently held at the counties. The project fund for the 2015B Bonds is almost exhausted, and the surplus funds will be needed in order to continue construction in 2024.

Columbia reached out to the current bond trustee, UMB Bank, to see if they were amenable to holding the funds when returned from the counties. Their position would have required a modification of the existing bond documents, adding time, complication and expense that is unnecessary.

Columbia then sent a request for quotes to four banks (Amalgamated Bank of Chicago, Bank of Oklahoma, Bank of Belleville, and Busey Bank) to custody the sales tax funds on behalf of the Council. Proposals were received from Amalgamated Bank of Chicago and Bank of Oklahoma (attached to this memo). Bank of Oklahoma provided the lowest cost with an acceptance fee of \$1,000 and annual fee of \$1,000.

As Escrow Agent, Bank of Oklahoma will create an account to receive the surplus sales tax funds from the counties, holding them on behalf of the Council until requisitioned for construction activities. As they have done since 2014, Columbia Capital will invest those funds per the construction cash flow estimate in order to generate additional earnings to be used for construction.

Monthly, as it currently does with respect to requisitioning 2015B Bonds project fund moneys, the Council will prepare a requisition form listing the outstanding invoices, or a reimbursement if invoices were previously paid by the Council from the checking account, to be paid and will submit to Bank of Oklahoma to process for payment.

The process described here with Bank of Oklahoma serving as escrow agent provides the counties with confidence in the proper use of the sales tax moneys while permitting the Council to continue the monthly requisition process it is familiar with.

Bank of Oklahoma's St. Louis office will be handling the escrow account. Some of their other St. Louis clients are the Cities of Chesterfield, Herculaneum, St. Charles, Branson, & University City, St. Louis County Library District, Orchard Farm School District, St. Louis City Soccer Stadium, and Wentzville Parkway Community Improvement District.

The Escrow Agreement to be approved can be found attached to this memorandum; no modifications to bond documents are required.

At this time, based on current estimated construction schedules, it is anticipated fifty percent of the sales tax funds will be requested in April and the remaining fifty percent in late spring of 2025.

Adam Pope, Managing Director, Columbia Capital Management, will be at the meeting to discuss and answer any of your questions.

Recommendation: Authorize the Chief Supervisor to engage the Bank of Oklahoma as Escrow Agent for Surplus Sales Tax Funds the Council will be receiving from the Counties of Madison, Monroe, and St. Clair.

.

Southwestern Illinois Flood Prevention District

Project Fund Escrow Account
Summary of Fee Quotations



Respondent	Primary Contact	Location	Contact Phone	Acceptance Fee	Annual Administration Fee
Amalgamated Bank	Michele Martello	Chicago, IL	312.822.8340	1,500.00	1,500.00
Bank of Oklahoma	Admir Gusic	St. Louis, MO	314.379.5280	1,000.00	1,000.00





ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the “Escrow Agreement”) dated _____, 2024, by and among the Southwestern Illinois Flood Prevention District Council of Madison, St. Clair and Monroe Counties, Illinois, a governmental entity duly created and existing under the laws of the State of Illinois pursuant to intergovernmental cooperation agreement among the Madison County Flood Prevention District, the St. Clair County Flood Prevention District, and the Monroe County Flood Prevention District (the “Council”) and BOKF, N.A., a national banking association duly organized and existing under the laws of the United States of America (the “Escrow Agent”).

WHEREAS, the Council will cause certain funds to be deposited from time to time in escrow with the Escrow Agent on the terms and conditions more particularly described herein.

WHEREAS, the funds deposited by the Council with the Escrow Agent will be disbursed in accordance with the terms of this Escrow Agreement.

NOW, THEREFORE, in consideration of the premises, the undersigned hereby agree as follows:

ARTICLE I TERMS AND CONDITIONS

1.1 Establishment of Fund. The Council and the Escrow Agent hereby establish an escrow fund with the Escrow Agent (the “Fund”) for the receipt of deposits into the Fund to be held in escrow for the benefit of the Council, and which shall be governed by the terms of this Escrow Agreement.

1.2 Treatment of Fund. The monies constituting the Fund shall be deposited in a segregated account pursuant to the terms of this Escrow Agreement. The title of the Fund shall be the “Southwestern Illinois Flood Prevention District Council Surplus Project Fund”, with federal tax identification no. 27-0592190.

1.3 Investment of Fund.

The Escrow Agent shall be responsible for investing funds upon receipt of written direction of the Council in accordance with “[Schedule 2](#)” hereto, until disbursed as provided in this Escrow Agreement. Written direction may include electronic direction. The Escrow Agent shall have no responsibility for investing funds or advising any parties on investing funds. The Escrow Agent shall have the right to liquidate any investment held in order to make required disbursements under this Escrow Agreement. The Escrow Agent shall have no liability for any loss sustained as a result of any investment made pursuant to written direction or as a result of any liquidation or any investment prior to its maturity or the failure of the Council to give investment instruction to the Escrow Agent. The Escrow Agent may invest funds in its own proprietary money market funds or deposit products if so directed. The funds will be invested in investments authorized by the Public Funds Investment Act of the State of Illinois, as amended. Absent written direction, the Escrow Agent shall invest funds into the Invesco Treasury Portfolio Fund CUSIP 825252208 as standing instructions. A copy of the prospectus is available at this link - [Invesco Treasury Portfolio](#). Proxy voting instructions, if any, shall be given by the Council.

Until further notice, BOKF, NA is directed: (1) to deliver to the persons identified in “[Schedule 1](#)” hereto any communications, information, plans for reorganization, election forms, proxies or similar material which BOKF, NA may receive with respect to any assets held in the Fund; (2) to forward any and all proxies received from the management of the company or companies managing the securities for which proxies have been solicited; and (3) to **not** release the account name, address, and/or share position to companies which might request that information. The Council hereby acknowledges certain rights under Rule 14b-1(c) of the Securities and Exchange Commission and/or under the Shareholder Communications Improvement Act of 1990.

1.4 Escrow Procedure, Payment Instruction and Security Procedures.

A. The Fund, together with all interest earned thereon, which interest shall become and remain a part of the Fund, shall be held and disbursed in accordance with the terms of this Escrow Agreement as set out below. Upon receipt by the Escrow Agent of Exhibit A executed by the Council's authorized signatory named on Schedule 1, the Escrow Agent is hereby authorized and directed to disburse all or part of the Fund as directed in the Disbursement Request.

B. Attached hereto as "Schedule 1" is a list of authorized signatories, with signature identification, and authorized call-back persons for the Council. In the event funds transfer instructions or other disbursement instructions or directions in the form of Exhibit A to this Agreement are given in writing, whether by email or otherwise, which differ from the funds transfer instructions to disburse funds without a verifying call-back set out above, the Escrow Agent shall seek confirmation of such instructions or directions by telephone call-back to the person(s) designated on the Schedule 1. The Escrow Agent may conclusively rely upon the confirmation of anyone purporting to be the person(s) so designated.

C. The authorized signatures, persons and telephone numbers for call-backs may be changed only in a writing actually received and acknowledged by the Escrow Agent. In the case of an addition of an authorized signatory, it must be accompanied by an incumbency certificate with signature identification certified by an existing authorized signatory. If the Escrow Agent is unable to contact any of the authorized representatives identified in the Schedule 1 for call-back confirmation, the Escrow Agent is hereby authorized to seek confirmation of such instructions by telephone call-back to any one or more of the Council's Executive Officers ("Executive Officers"), which shall include the title of Chief Supervisor of Construction and the Works and the Treasurer of the Council's Board of Directors. Such Executive Officer shall deliver to the Escrow Agent a fully executed incumbency certificate certified by an existing authorized signatory, and the Escrow Agent may rely upon the confirmation of anyone purporting to be such officer.

D. The Escrow Agent and the Council's bank in any funds transfer may rely solely upon any account numbers or similar identifying numbers provided by the Council to identify (i) the Council, (ii) the Council's bank, (iii) an intermediary bank, or (iv) any third party designated by the Council. The Escrow Agent may apply any of the Fund for any payment order it executes using any such identifying number, even when its use may result in a person other than the Council being paid, or the transfer of funds to a bank other than the Council's bank or an intermediary bank designated. The parties acknowledge that these security procedures are commercially reasonable.

1.5 Termination. This Escrow Agreement shall terminate upon the first to occur of any of the following events:

A. The disbursement of the balance of the Fund in accordance with the provisions of Section 1.4 hereof.

B. The expiration of 10 years from the date of this Escrow Agreement, in which case the remaining balance of the Fund shall be disbursed in accordance with the provisions of Section 1.4 hereof.

1.6 Income Tax Allocation and Reporting. The Council has delivered to the Escrow Agent a W-9 setting forth the Taxpayer Identification Numbers (each a "TIN") assigned by the Internal Revenue Service ("IRS") to the Council certifying their exemption from backup withholding. Any payments of income shall be subject to applicable withholding regulations then in force in the United States or any other jurisdiction, as applicable. In addition, all interest or other income earned under this Escrow Agreement shall be reported by the recipient to the IRS or any other taxing district. The Escrow Agent shall report and, as required, withhold any taxes as it determines may be required by any law or regulation in effect at the time of disbursement. In the event that any earnings remain undistributed at the end of any calendar year, the Escrow Agent shall report to the IRS or such other district such earnings, as directed in writing by the Council. In the absence of such written directions from the Council, undistributed earnings will be attributed to and reported to the IRS or other taxing district to the Council. The Escrow Agent shall have no responsibility for the preparation and/or filing of any tax return with respect to any income earned by the Fund. In addition, any tax or other payments required to be made pursuant to such tax return or filing will be paid by the Council, as appropriate. The Escrow Agent shall have no responsibility for such payment.

**ARTICLE II
PROVISIONS AS TO ESCROW AGENT**

2.1. Limitation of Escrow Agent's Capacity.

A. This Escrow Agreement expressly and exclusively sets forth the duties of the Escrow Agent with respect to any and all matters pertinent hereto, and no implied duties or obligations shall be read into this Escrow Agreement against the Escrow Agent. This Escrow Agreement constitutes the entire agreement between the Escrow Agent and the Council in connection with the subject matter of this escrow, and no other agreement entered into between the parties, or any of them, shall be considered as adopted or binding, in whole or in part, upon the Escrow Agent notwithstanding that any such other agreement may be referred to herein or deposited with the Escrow Agent for which the Escrow Agent may have actual knowledge, and the Escrow Agent's rights and responsibilities shall be governed solely by this Escrow Agreement.

B. The Escrow Agent acts hereunder as a depository only, and is not responsible or liable in any manner whatsoever for the sufficiency, correctness, genuineness or validity of the subject matter of this Escrow Agreement or any part thereof, or for the form or the execution thereof, or for the identity of any person executing or depositing such subject matter. The Escrow Agent shall be under no duty to investigate or inquire as to the validity or accuracy of any document, agreement, instruction or request furnished to it hereunder believed by it to be genuine and the Escrow Agent may rely and act upon, and shall not be liable for acting or not acting upon, any such document, agreement, instruction or request. The Escrow Agent shall in no way be responsible for notifying, nor shall it be its duty to notify, any party hereto or any other party interested in this Escrow Agreement of any payment required or maturity occurring under this Escrow Agreement or under the terms of any instrument deposited herewith.

2.2 Council to Act.

A. The Escrow Agent is hereby authorized and directed by the Council to deliver the subject matter of this Escrow Agreement only in accordance with the provisions of this Escrow Agreement.

B. The Escrow Agent shall be protected in acting upon any written notice, request, waiver, consent, certificate, receipt, authorization, power of attorney or other paper or document which the Escrow Agent in good faith believes to be genuine and correct, and to have been signed or sent by the proper person or persons, including, but not limited to, items directing investment or non-investment of funds, items requesting or authorizing release, disbursement or retainage of the subject matter of this Escrow Agreement and items amending the terms of this Escrow Agreement.

C. The Escrow Agent may consult with legal counsel at the cost and expense of the Council in the event of any dispute or question as to the construction of any of the provisions hereof or its duties hereunder. The Escrow Agent shall incur no liability and shall be fully protected in acting in accordance with the advice of such counsel.

D. In the event of any disagreement between the parties to this Escrow Agreement, or between any of them and any other person, resulting in adverse claims or demands made in connection with the matters covered by this Escrow Agreement, or in the event that the Escrow Agent, in good faith, be in doubt as to what action it should take hereunder, the Escrow Agent may, at its option, refuse to comply with any claims or demands on it, or refuse to take any other action hereunder, so long as such disagreement continues or such doubt exists. In any such event, the Escrow Agent shall not be or become liable in any way or to any person for its failure or refusal to act, and the Escrow Agent shall be entitled to continue so to refrain from acting until (i) the rights of all interested parties shall have been fully and finally adjudicated by a court of competent jurisdiction, or (ii) all differences shall have been adjudged and all doubt resolved by agreement among all of the interested persons, and the Escrow Agent shall have been notified thereof in writing signed by all such persons. Notwithstanding the foregoing, the Escrow Agent may, in its discretion, obey the order, judgment, decree or levy of any court, whether with or without jurisdiction, or of any agency of the United States or any political subdivision thereof, and the Escrow Agent is hereby authorized in its sole discretion, to comply with and obey any such orders, judgments, decrees or levies. The rights of the Escrow Agent under this sub-paragraph are cumulative of all other rights which it may have by law or otherwise.

E. In the event that any controversy should arise among the parties with respect to the Escrow Agreement, the Escrow Agent shall have the right to institute a bill of interpleader in any court of competent jurisdiction to determine the rights of the parties. Upon filing the interpleader action, the Escrow Agent shall be relieved of all

liability as to the Escrow Agreement and shall be entitled to recover from the Council its reasonable attorneys' fees and other costs incurred in commencing and maintaining such action. In no event shall the institution of such interpleader action impair the rights of the Escrow Agent described elsewhere in this Escrow Agreement.

2.3 Compensation. The Escrow Agent shall be entitled to reasonable compensation as well as reimbursement for its reasonable costs and expenses incurred in connection with the performance by it of the services under this Escrow Agreement (including reasonable fees and expenses of the Escrow Agent's counsel) and the Council agrees to so pay the Escrow Agent reasonable compensation and reimburse the Escrow Agent for reasonable costs and expenses. The parties hereto agree that escrow fees shall be due and payable in the amount of a \$1,000 acceptance fee and \$1,000 each year, and such fees will be deducted from the Fund upon the commencement of the escrow and on each anniversary, if any, of the date hereof. The Escrow Agent shall have, and is hereby granted, access to the Fund to claim its unpaid fees, non-reimbursed expenses and unsatisfied indemnification rights. The Escrow Agent's right is superior to the interests of any other persons or entities and is hereby granted the right to set off and deduct any unpaid fees, non-reimbursed expenses and unsatisfied indemnification rights from the Fund.

2.4 Indemnification. The Council hereby agrees to indemnify and hold the Escrow Agent, its affiliates and their officers, employees, successors, assigns, attorneys and agents (each an "Indemnified Party") harmless from all losses, costs, claims, demands, expenses, damages, penalties and attorney's fees suffered or incurred by any Indemnified Party or the Escrow Agent as a result of anything which it may do or refrain from doing in connection with this Escrow Agreement or any litigation or cause of action arising from or in conjunction with this Escrow Agreement, or involving the subject matter hereof, the Fund, or monies deposited hereunder, or for any interest upon any such monies, including, without limitation, arising out of the gross negligence of the Escrow Agent. This indemnity shall include, but not be limited to, all costs incurred in conjunction with any interpleader which the Escrow Agent may enter into regarding this Escrow Agreement. The provisions of this section 2.4 shall survive the resignation or removal of the Escrow Agent and the termination of this Escrow Agreement.

2.5 Miscellaneous.

A. The Escrow Agent shall make no disbursement, investment or other use of funds until and unless it has collected funds. The Escrow Agent shall not be liable for collection items until the proceeds of the same in actual cash have been received or the Federal Reserve has given the Escrow Agent credit for the funds.

B. The Escrow Agent may resign at any time by furnishing written notice of its resignation to the Council. The Council may remove the Escrow Agent at any time by furnishing to the Escrow Agent a written notice of its removal along with payment of all fees and expenses to which it is entitled through the date of termination. Such resignation or removal, as the case may be, shall be effective on the date specified in such notice and the Escrow Agent's sole responsibility thereafter shall be to safely keep the Fund and to deliver the same to a successor escrow agent as shall be appointed by the Council as evidenced by a written notice filed with the Escrow Agent or in accordance with a court order. If the Council has failed to appoint a successor prior to the expiration of thirty (30) days following receipt of the notice of resignation or removal, the Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon the parties.

C. The Escrow Agent agrees to accept and act upon instructions or direction pursuant to the Escrow Agreement sent by unsecured email, facsimile transmission or other similar unsecured electronic methods, provided, however, that the instructions or directions shall be signed by a person or persons listed in Schedule I of this Escrow Agreement. The Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent's reliance upon and compliance with such instructions.

D. Any corporation or association into which the Escrow Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer all or substantially all of its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which the Escrow Agent is a party, shall be and become the successor Escrow Agent under this Escrow Agreement and shall have and succeed to the rights, powers, duties, immunities and privileges as its predecessor, without the execution or filing of any instrument or paper or the performance any further act.

E. All representations, covenants, and indemnifications contained in this Article II shall survive the termination of this Escrow Agreement

ARTICLE III GENERAL PROVISIONS

3.1 Discharge of Escrow Agent. Upon the delivery of all of the Fund pursuant to the terms of this Escrow Agreement, the duties of the Escrow Agent shall terminate and the Escrow Agent shall be discharged from any further obligation hereunder.

3.2 Notice. Any payments, notices, requests for consent, report or any other communications required or permitted under this Escrow Agreement shall be in writing and shall be deemed to have been duly given when delivered personally by facsimile transmission immediately followed by a written or verbal confirmation of receipt from the receiving party(s), by electronic image via electronic mail immediately followed by written or verbal confirmation of receipt from the receiving party(s), courier delivery service, by mail or by certified mail, return receipt requested, and postage prepaid. If any notice is mailed, it shall be deemed given on the date such notice is deposited in the United States mail. If any notice is personally delivered, it shall be deemed given upon the date of such delivery. If any notice is sent by facsimile or by courier delivery service, it shall be deemed given upon the date of such delivery. If notice is given to a party, it shall be mailed or delivered to the addresses set forth below.

If to Escrow Agent:

BOKF, N.A.
200 North Broadway, Suite 1710
St. Louis, Missouri 63102
Attn: Corporate Trust Department

If to Council:

Southwestern Illinois Flood Prevention District Council
104 United Drive
Collinsville, Illinois 62234
Attn: Chief Supervisor of Construction and the Works

Any party may unilaterally designate a different address by giving notice of each such change in the manner specified above to each other party. Notwithstanding the foregoing, no notice to the Escrow Agent shall be deemed given to or received by the Escrow Agent unless actually delivered to an officer of the Escrow Agent having responsibility under this Escrow Agreement.

3.3 Governing Law. This Escrow Agreement is being made in and is intended to be construed according to the laws of the State of Illinois. It shall inure to and be binding upon the parties hereto and their respective successors, heirs and assigns.

3.4 Construction. Words used in the singular number may include the plural and the plural may include the singular. The section headings appearing in this instrument have been inserted for convenience only and shall be given no substantive meaning or significance whatsoever in construing the terms and conditions of this Escrow Agreement.

3.5 Amendment. The terms of this Escrow Agreement may be altered, amended, modified or revoked only by an instrument in writing signed by the parties.

3.6 Force Majeure. The Escrow Agent shall not be liable to the Council for any loss or damage arising out of any acts of God, strikes, equipment or transmission failure, war, terrorism, or any other act or circumstance beyond the reasonable control of the Escrow Agent.

3.7 Written Agreement. This Escrow Agreement represents the final agreement between the parties, and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

3.8 Patriot Act Disclosure. Section 326 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (“USA PATRIOT Act”) requires the Escrow Agent to implement reasonable procedures to verify the identity of any person that opens a new account with it. Section 326 of the USA PATRIOT Act and the Escrow Agent’s identity verification procedures require the Escrow Agent to obtain information which may be used to confirm the parties’ identities, including without limitation name, address, and organizational documents (“Identifying Information”). The parties to this Escrow Agreement shall provide the Escrow Agent with such Identifying Information as the Escrow Agent may request as a condition of opening an account with or using any service provided by the Escrow Agent.

3.9 Counterparts. This Escrow Agreement may be executed in one or more counterparts, including by facsimile or electronic copy of PDF, all of which shall be deemed originals and considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties hereto and delivered to the other parties hereto.

EXECUTED as of the dates set forth below.

SOUTHWESTERN ILLINOIS FLOOD PREVENTION
DISTRICT COUNCIL

Date: _____

By: _____

Name: _____

Title: _____

BOKF, NA, Escrow Agent, hereby accepts its appointment as Escrow Agent as described in the foregoing Escrow Agreement, subject to the terms and conditions set forth therein.

BOKF, NA

Date: _____

By: _____

Name: _____

Title: _____

EXHIBIT A
DISBURSEMENT REQUEST

To: BOKF, N.A.
200 North Broadway, Suite 1710
St. Louis, Missouri 63102
Attn: Corporate Trust Department

Pursuant to that certain Escrow Agreement dated effective _____, 2024, between the Southwestern Illinois Flood Prevention District Council (the "Council") and BOKF, NA, the Council hereby requests disbursement of funds in the amount and manner described in the Attachment 1 hereto from the "Southwestern Illinois Flood Prevention District Council Surplus Project Fund", account number _____.

"Council"

By: _____
Name: _____
Title: _____
Date: _____

Schedule 1

**Telephone Number(s) for Call-Backs and
Person(s) Designated by the Council to Confirm Funds Transfer Instructions and
Execute Instructions, and Other Documents in Connection with this
Escrow Agreement**

<u>Name</u>	<u>Telephone Number</u>	<u>Signature Identification</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

Schedule 2

Investment Selection and Disclosure Form for Short-Term Investment Vehicle

Re: Account Name: Southwestern Illinois Flood Prevention District Council Surplus Project Fund

Investment Directive:

Until further notice is provided, the undersigned directs BOKF, NA to invest cash funds in shares of the indicated money market fund as the sweep vehicle for all accounts related to the above-referenced bond issue.

Description of the investment vehicle:

- Cavanal Hill U.S. Treasury Fund⁽¹⁾ (CUSIP - 14956P802, APGXX)
[Cavanal Hill U.S. Treasury Prospectus](#)

- Goldman Sachs Financial Square Treasury Instruments (CUSIP – 38145C737, GIPXX) [Goldman Sachs Financial Squares Prospectus](#)

- Invesco Treasury Portfolio (CUSIP – 825252208)
[Invesco Treasury Portfolio](#)

FUNDS IN YOUR ACCOUNT(S) CANNOT BE INVESTED UNTIL A PROSPECTUS IS DELIVERED TO YOU AND INVESTMENT DIRECTIONS IN ACCORDANCE WITH THE ACCOUNT'S GOVERNING DOCUMENTS ARE RECEIVED. SOME FUNDS MAY NOT BE ELIGIBLE INVESTMENTS FOR YOUR ACCOUNT. REFER TO THE PROSPECTUS FOR EACH FUND FOR A DETAILED DESCRIPTION OF FUND INVESTMENT OBJECTIVES AND FEES. THESE FUNDS ARE NOT INSURED BY THE FDIC, NOR ARE THEY OBLIGATIONS OF BOKF, NA OR ITS AFFILIATES. INVESTMENT IN THE FUNDS MAY RESULT IN A LOSS OF THE UNDERSIGNED AMOUNT INVESTED.

I have read a prospectus for the fund indicated above and hereby authorize and direct BOKF, NA to invest and reinvest the assets of the account(s) referenced above in the fund indicated. I understand that for the fund listed above, BOKF, NA or its affiliates or subsidiaries may be paid shareholder servicing or other fees by the funds, and that the investment returns on the monies invested in the funds will be reduced by the fees paid. This approval shall continue in full force and effect until you receive written notification from me rescinding this approval.

Until further notice, BOKF, NA is directed: (1) to deliver to me any communications, information, plans for reorganization, election forms, proxies or similar material which BOKF, NA may receive with respect to any assets held in the account; (2) to forward any and all proxies received from the management of the company or companies managing the securities for which proxies have been solicited; and (3) to **not** release the account name, address, and/or share position to companies which might request that information. I hereby acknowledge certain rights under Rule 14b-1(c) of the Securities and Exchange Commission and/or under the Shareholder Communications Improvement Act of 1990.

(1) BOKF, NA provides custodial services to the Cavanal Hill Funds and receives a fee for providing such services as fully described in the prospectus. Cavanal Hill Investment Management, Inc., an SEC registered investment adviser and a subsidiary of BOKF, NA, provides investment advice, administrative, and similar services to Cavanal Hill Funds and receives fees for providing such services as fully described in the prospectus. SEC registration does not imply a certain level of skill or training. BOKF, NA, is a wholly-owned subsidiary of BOK Financial Corporation, a financial holding company ("BOKF"). BOKF holdings also include BOSCO, Inc., the distributor for the Cavanal Hill Funds.

Signed: _____
Authorized Representative

Name & Title: _____

Date: _____



Memo to: Board of Directors
From: Chuck Etwert
Subject: Acquisition of Real Property Rights for USACE Bid Package #14B
Date: January 15, 2024

As you are aware, the Council has been working for quite some time trying to acquire real property rights owned by the Wiggins Ferry Company and the Terminal Railroad Association of St. Louis necessary for the construction of Authorized Level of Protection Project Bid Package #14B Landside Filter Blanket.

Bid Package #14B was originally to be built by the Council, however, with the addition of Bid Package #18A, it is no longer needed to satisfy the non-federal partnership share of thirty-five percent.

In September 2020, the Council executed a Cooperation Agreement with MESD relating to coordination for the acquisition of necessary easements including the utilization of MESD's condemnation authority.

After lengthy litigation by both Wiggins/TRRA and FPDC/MESD, Wiggins/TRRA has agreed to settle and grant the necessary permanent and temporary construction easements required for the project for the sum of \$460,000.

The easements were appraised at \$435,000. Continued litigation of the issue would definitely cost more than the difference of the appraisal and the amount requested, therefore I recommend acceptance.

Recommendation: Authorize the Chief Supervisor to acquire the necessary permanent and temporary easements required for the Authorized Level of Protection Project Bid Package #14B Landside Filter Blanket from the Wiggins Ferry Company and the Terminal Railroad Association of St. Louis for the sum of \$460,000.



Memo to: Board of Directors

From: Chuck Ewert

Subject: Utility Relocation Agreement – Villages of Roxana & Hartford -USACE Pump Stations Contract (PSC), Canal Road Pump Station No.3

Date: January 15, 2024

During construction of Canal Road Pump Station No. 3, part of the U.S. Army Corps of Engineers (USACE) Pump Stations Contract (PSC) Project, it has been determined that a twelve-inch water line must be relocated so that ongoing construction can be completed and the upcoming USACE Relief Well No. 3 Package can advance towards contract award later this summer. The utility is jointly owned by and permitted to the Villages of Hartford and Roxana, with the Village of Roxana administering this relocation. The utility relocation is necessary to construct the project as approved by both USACE and the Illinois Department of Natural Resources (IDNR).

Husch Blackwell has submitted an opinion of compensability, allowing for utility relocation costs to be eligible for Land, Easements, Rights of Way, Relocations and Disposal (LERRD) credit with the proper documentation.

The Villages have bid the relocation using two construction methods:

- 1) General Open Cut - Special Backfill (flowable fill/compacted cohesive soil, cap with topsoil), or;
- 2) Directional Bore.

Directional boring would be the most economical solution; however, it would require additional coordination under the National Levee Safety Program. To capture the highest potential cost, in the event that review of a directional bore method further delayed ongoing relocation and ongoing pump station construction, the low bid cost of secondary method (general open cut) method is considered.

Bids were opened on January 10, 2024.

There were two bidders:

	Directional Bore	General Open Cut
Haier Plumbing & Heating	\$396,000	\$450,710
KAMEX	\$393,400	\$585,000

In addition to the construction costs, additional costs include the fees for both engineering and legal professional services, and a 10% contingency budgeted by the Village (all of which are LERRDs-creditable).

Authorization is requested to cover the construction cost, engineering, and legal services:

Low Bid (General Open Cut)		\$450,710
Timely Completion Incentive (Max)		\$ 10,000
Curry & Associates Engineers, Inc.		\$ 41,200
<u>Legal</u>		\$ 4,000
	Subtotal	\$505,910
<u>10% Contingency</u>		\$ 51,000
	Max Total	\$556,910

A copy of the relocation agreement and an intergovernmental agreement with the Villages of Roxana and Hartford are attached.

This is similar to the utility relocation the Council did last year with the Village of Roxana on USACE BP #8, where the Council provided \$200,000 (construction, engineering, and legal) to the Village and \$12,339.43 was returned to the Council after completion of the project.

Recommendation: Authorize the Chief Supervisor to enter into a utility relocation agreement and an intergovernmental agreement with the Villages of Roxanna and Hartford with a cost not to exceed \$556,910.

**VILLAGE OF ROXANA, ILLINOIS, VILLAGE OF HARTFORD, ILLINOIS AND
SOUTHWESTERN ILLINOIS FLOOD PREVENTION DISTRICT COUNCIL
INTERGOVERNMENTAL AGREEMENT**

This Intergovernmental Agreement is made and entered into by and between the Villages of Roxana, Illinois, and Hartford, Illinois (together, the “Villages”) and the Southwestern Illinois Flood Prevention District Council (“District”) as of the date it is duly executed by the authorized officers of each of the parties following approval of same by the governing body of each of the parties in accordance with applicable law.

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

WHEREAS, the Intergovernmental Cooperation Act (50 ILCS 220/1 et seq.) authorizes units of local government to “contract with any one or more other public agencies to perform any governmental service, activity or undertaking or to combine, transfer, or exercise any powers, functions, privileges, or authority which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be approved by the governing bodies of each party to the contract...”; and

WHEREAS, the Village of Roxana, Illinois is a municipal corporation and body politic organized and operating under the provisions of the Illinois Municipal Code (65 ILCS 5/1-1-1 et seq.); and

WHEREAS, the Village of Hartford, Illinois is a municipal corporation and body politic organized and operating under the provisions of the Illinois Municipal Code (65 ILCS 5/1-1-1 et seq.); and

WHEREAS, the Southwestern Illinois Flood Prevention District Council is an Illinois flood prevention district organized and operating under the provisions of the Illinois Flood Prevention District Act (70 ILCS 750/1 et seq); and



WHEREAS, the District is constructing levee improvements within Madison County; and

WHEREAS, some of the scheduled improvements will need to be performed on the Villages' property or within its easements, including specifically within an easement containing a 12" water main operated by the Villages which main is required to be relocated; and

WHEREAS, the Villages and the District are working together on this project and wish to enter into an Intergovernmental Agreement formalizing the relationship between the parties related to the work contemplated to be performed; and

WHEREAS, the Villages and District have further prepared a certain "Agreement for Water Facility Relocation", and true and accurate copy of which is attached hereto and incorporated by reference herein as Exhibit A.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING RECITALS AND THE COVENANTS CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

SECTION 1: Each of the findings set forth in the foregoing preamble to this Agreement are expressly incorporated herein and made a part of this Agreement.

SECTION 2: The Villages agree to approve and accept the terms of attached Exhibit A.

SECTION 3: The District agrees to approve and accept the terms of attached Exhibit A.

SECTION 4: This Agreement, and the attached Exhibit A, shall both be effective on the date they are fully executed by the duly authorized officers of each party following authorization to enter same by their respective governing bodies.

SECTION 5: Any notice to a party regarding this Agreement shall be in writing and shall be served personally or by certified mail to the parties at such addresses as designated from time to time by the other party.

SECTION 6: This Agreement shall be binding upon and insure to the benefit of any successor entity which may assume the obligations of any party hereto, provided, however, that

this Agreement may not be assigned by a party without prior written consent of the parties hereto. This Agreement shall be governed by and construed under the laws of the State of Illinois. If, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable and this Agreement may be enforced with that provision severed or modified by court order. This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document. This Agreement may only be modified by a written amendment approved and executed by each of the parties. Time is of the essence of this Agreement. All provisions of this Agreement are solely for the benefit of the parties and are not for or to be construed to be for the benefit of any third party or to create any right in any third party. This Agreement constitutes the complete agreement of the parties related solely to the current 12” water main location, and all prior negotiations related solely to that issue are merged herein. Nothing contained in this Agreement shall effect, modify, or impact any previously executed Intergovernmental Agreements between the parties hereto. A waiver of any performance under this Agreement on one or more occasions by a party shall not constitute or be deemed a continuing waiver of that same or any other performance under this Agreement.

IN WITNESS WHEREOF, the parties have entered into this agreement the ____ day
of _____ 2024

VILLAGE OF ROXANA, ILLINOIS

SOUTHWESTERN ILLINOIS FLOOD
PREVENTION DISTRICT COUNCIL

By: _____

By: _____

Attest: _____

Attest: _____

VILLAGE OF HARTFORD, ILLINOIS

By: _____

Attest: _____

AGREEMENT FOR WATER FACILITY RELOCATION

This Agreement for Water Facility Relocation (this “**Agreement**”) is made and entered into as of the ____ day of _____, 2024, by and among THE VILLAGE OF ROXANA, Illinois (“Roxana”), THE VILLAGE OF HARTFORD, ILLINOIS (“HARTFORD,” and with Roxana, the “Villages”) and the SOUTHWESTERN ILLINOIS FLOOD PREVENTION DISTRICT COUNCIL (“**FPD**”).

RECITALS:

- A. FPD is constructing levee improvements in Madison, St. Clair, and Monroe Counties in Illinois (the “**Project**”).
- B. In order to construct the Project it will be necessary to adjust and/or relocate certain of the Villages’ public water facilities.
- C. The Villages are willing to accommodate the FPD’s needs pursuant to terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

1. Roxana shall furnish all labor, materials, and supervision necessary to relocate a portion of a treated water line from the Roxana’s water treatment plant (that portion being located on Madison County Parcel ID 18-1-14-11-00-000-014), and to abandon with grout and to remove portions of the former water line that are in conflict with new pump station force mains, ditches and culverts being constructed as part of the Project, as referenced in the Bid Documents, and as modified by levee safety review by United States Army Corps of Engineers (the “**USACE**”), attached hereto as Exhibit A and incorporated herein by this reference (the “**Relocation**”).
2. The Villages shall submit the relocation plan to the USACE for review under the National Levee Safety Program and shall incorporate comments from the USACE into the relocation plan with the costs related to any such comments to be incorporated into an updated Estimated Cost (as defined below).
3. FPD shall pay for the entire actual cost of the Relocation (the “**Actual Cost**”). The estimated cost of the Relocation is \$505,910 (the “**Estimated Cost**”). Prior to commencement of work on the Relocation, FPD shall pay to Roxana \$505,910 of the Estimated Cost. Within ten (10) business days after completing the Relocation, Roxana shall provide FPD with an “**Actual Cost Statement**,” including costs associated with Roxana’s engineering and legal costs associated with the Relocation that were not captured in the Estimated Cost. If the Actual Cost is less than the Estimated Cost, Roxana shall reimburse to FPD the difference of the Estimated Cost less the Actual Cost within 30 days after delivery of the Actual Cost Statement. Upon receipt, review and approval of documentation



justifying any amount above the Estimated Cost from Roxana, FPD shall reimburse Roxana any additional charges above the Estimated Cost incurred by Roxana within 30 days after receipt of the Actual Cost Statement.

4. In conjunction with the submission of the Actual Cost Statement, Roxana shall submit all cost documentation related to the Relocation including but not limited to invoices for incidental costs, professional costs (engineering, legal and real estate) invoicing from all contractors and proof of payment of all such invoices to the FPD. Further, the Villages shall cooperate with the FPD to supply documentation required for LERRDs credit to be received by the FPD as requested by the FPD and/or the USACE.
5. FPD and the Villages acknowledge and agree that FPD has had no role in the selection of any contractors or vendors related to the completion of the Relocation.
6. FPD agrees to furnish the Villages all necessary information regarding the Project which is necessary in order to properly carry out the Relocation.
7. FPD shall be responsible for all costs and expenses incurred in connection with the acquisition of all property rights and easements required by this Agreement.
8. Upon completion of the Relocation, Roxana shall remove all leftover materials and debris resulting from the work and leave the property in a neat, workman-like condition, free of holes, unnecessary mounds of dirt, or other objectionable material.
9. Upon completion of the Relocation, Roxana shall provide a plan and profile as-built exhibit to accompany the Federal Project files.
10. The Villages and FPD shall comply with all applicable laws, statutes, and regulations and have the proper corporate authorization necessary to enter into this Agreement.
11. This Agreement shall be binding upon and inure to the benefit and detriment of the successors and assigns of the Villages and FPD.
12. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois.
13. This Agreement may be modified or amended only in a writing signed by all of the Villages and FPD.

[The remainder of this page has been left blank intentionally. Signature page to follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

FPD:

SOUTHWESTERN ILLINOIS FLOOD
PREVENTION DISTRICT COUNCIL

By: _____
Name: Chuck Etwert
Title: Chief Supervisor of Construction
and the Works

VILLAGES:

THE VILLAGE OF ROXANA

By: _____
Name: _____
Title: _____

THE VILLAGE OF HARTFORD

By: _____
Name: _____
Title: _____

EXHIBIT A

PLANS

[Attached Hereto]



Memo to: Board of Directors

From: Chuck Etwert

Subject: BP #11 Change Orders No. 6 – P-98XA Concrete Collar at Venice Pump Station
No. 7 - Time Extension & Survey Control

Date: January 15, 2024

Per the Board’s Construction Change Order Policy, any change order which causes a line item to increase by more than ten percent must be approved by the Board.

Change Order 6 – P-98XA Concrete Collar at Venice Pump Station

On November 9, 2022, the general contractor, Keller Construction, submitted request for information (RFI) 18 requesting different options to connect the existing reinforced concrete (RCP) to the new RCP (P-98XA) at the Venice Pump Station.

WSP reviewed the RFI and the possibility that the new and existing RCP would not connect properly. WSP, with USACE concurrence, agreed to a method of attaching the new RCP to the existing RCP in the event that the two pipe sections would not connect using the typical bell and spigot jointing method.

On November 2, 2023, Keller Construction exposed the existing 48-inch RCP and attempted to connect the existing and new RCP (P-98XA) in the presence of the quality assurance representative. The bell and spigot dimensions of the new RCP are different than the existing RCP installed in the 1960s and the joint connection could not be made; therefore, it was necessary to utilize the concrete collar selected as a backup plan (in RFL 18).

The cost to add a concrete collar seal to P-98XA (48” RCP) is \$14,351.25, or an additional \$797.29/ft. The additional cost will be billed against Item No.30 in the Schedule of Values, which is for “48-inch Reinforced Concrete Pipe” and has a schedule value of \$10,274.40. The \$14,351.25 change order is approximately 140% of the total item cost for the project and requires Board approval. The contractor has also requested 6 additional days to complete the work.

WSP recommends that the FPD Council approve Change Order Request No.6 in the amount of \$14,351.25 with an additional 6 days added to the final completion date/.

Change Order No. 7 - Time Extension & Survey Control

On September 26th, the general contractor, Keller Construction, submitted RFI requesting a revised concrete footing detail for G.C.E.D. 1X Pump Station. Keller Construction stated that the previous contractor that originally installed the pump station had installed a mud slab that was not on the as-builts, thus, not reflected on the BP-11 plans.

Keller Construction is seeking an additional 166 days to cover the delay start time and material acquisition associated with the redesign of the concrete footing details for G.C.E.D. 1X Pump Station.

While Keller Construction was attempting to set construction stakes for the project, it was discovered that the survey controls in the area were missing or damaged. These were controls set during the 100-Year Construction activities.

The cost for survey control is \$2,828.96 and will be added as a new line item to the construction contract.

WSP recommends that the FPD Council approve Change Order Request No. 7 in the amount of \$2,828.96 with an additional 166 days added to the final completion date.

WSP will discuss and answer any questions regarding the change orders at the meeting. I have reviewed the change orders and recommend approval.

Recommendation: Authorize the Chief Supervisor to approve the BP #11 Change Order No. 6 P-98XA Concrete Collar at Venice Pump Station for a cost not exceed \$14,351.25 with 6 additional days added to the completion time, and Change Order No.7 Time Extension & Survey Control for aa additional 166 days added to the completion time with a cost not to exceed \$2,828.96.



Memo to: Board of Directors
From: Chuck Etwert
Subject: Amendments to WSP Orders #16, #19 & #20
Authorized Level Services
Date: January 15, 2024

Additional funding for three WSP USA Environment & Infrastructure Inc. Work Orders for Authorized Level Services are needed for scope changes and extension of period of performance.

WSP will be explaining the additional funding requirements at the meeting and I have attached a detailed memo from Randy Cook explaining the changes.

In Summary:

Work Order #16 – Prairie Du Pont/Fish Lake Authorized Level Field Investigation and Design – Amendment #4

Extends the Period of Performance from September 21, 2016 to December 31, 2026 and increases funding by \$1,768,000 from \$6,765,000 to \$8,533,000.

This amendment adds additional funding and schedule to complete the detailed design of Bid Packages 16 and 17. At a concept level, the Bid Package 16 scope includes construction of 58 new relief wells, 11 new seepage berms, 2 new pump stations, various conveyance systems, and abandonment of 52 relief wells. Similarly, the Bid Package 17 scope includes construction of 74 new relief wells, 6 new seepage berms, 2 new pump stations, various conveyance systems, and abandonment of 47 old relief wells. The current construction cost estimates for Bid Package 16 and 17 are \$11.7 and \$13.6M, respectively.

Work Order #19 – Wood River LERRDs Services – Amendment #4

Extends the Period of Performance from March 18, 2019 to December 31, 2026 and increases funding by \$110,000 from \$587,000 to \$697,000.

Coordination of utility relocations occurred during the construction of Bid Package 08 and Canal Road Pump Stations projects. Relocation at Canal Road Pump Station includes segment that would otherwise occur prior to the upcoming construction of Relief Well Package #3. Locating of Hartford force main as part of the USACE design of Relief Well Package #2. Additional coordination for complex acquisitions related to Old Wood River Channel and Relief Well Package #2. Drafting of easements for changes to be made in a revised Notice to Proceed for Relief Well Package #2. Issuing of Temporary Construction Easement renewals for ongoing construction.

Work Order #20 – Construction Phase Services – Amendment #4

Extends the Period of Performance from December 18, 2019 to December 31, 2025 and increases funding by \$1,042,000 from \$3,317,000 to \$4,359,000.

This amendment adds additional construction phase services for the completion of Bid Package 11 construction.

Copies of each Work Order Amendments are attached.

Recommendation:

Authorize the Chief Supervisor to execute Work Order Amendments with WSP USA Environment & Infrastructure Inc. for:

Work Order #16 – Prairie Du Pont/Fish Lake Authorized Level Field Investigation and Design – Amendment #4

Extends the Period of Performance from September 21, 2016 to December 31, 2026 and increases funding by \$1,768,000 from \$6,765,000 to \$8,533,000.

Work Order #19 – Wood River LERRDs Services – Amendment #4

Extends the Period of Performance from March 18, 2019 to December 31, 2026 and increases funding by \$110,000 from \$587,000 to \$697,000.

Work Order #20 – Construction Phase Services – Amendment #4

Extends the Period of Performance from December 18, 2019 to December 31, 2025 and increases funding by \$1,042,000 from \$3,317,000 to \$4,359,000.



MEMO

TO	Chuck Ewert	FROM	WSP
DATE	11 January 2024	CONFIDENTIALITY	Public
SUBJECT	WSP Work Orders 16, 19, and 20: January 2024 Amendments		

1 AMENDMENT INFORMATION

1.1 General

The agenda for the January 17, 2024, Southwestern Illinois Flood Prevention District Council (FPD Council) Board of Directors meeting includes amendments to WSP work orders 16, 19, and 20. (Specifically, Work Order 16, Amendment 4; Work Order 19, Amendment 4; and Work Order 20, Amendment 4.) This memo contains additional details about the work orders and additional work needed on each portion of the project.

1.2 Work Order 16: Prairie du Pont / Fish Lake Field Investigation and Design

Amendment 4 to WSP's Work Order 16 for the Prairie du Pont & Fish Lake (PdP/FL) authorized level field investigation and design includes the estimated time and fee (\$1,768,000.00) necessary to complete the remaining projects in the Prairie du Pont and Fish Lake Flood Protection Project. The initial work order for the authorized level design and field work in PdP/FL was approved over seven years ago, in September 2016. The PdP/FL project has been subject to several delays and unforeseen changes since we began work on the authorized level project in late September of 2016. Drilling was broken out into "phases" so that preliminary underseepage (geotechnical) design of the levee system could be completed. This allowed us to reduce the number of costly soil borings and lab work/documentation.

Substantial design work towards the Authorized Level improvements has been completed in PdP/FL, all of which started with subsurface investigations/drilling (borings). With each phase of drilling work, WSP obtained right-of-entry agreements for permission to drill on private property. Drilling occurred in three different phases. The initial (Phase I) Drilling Program Plan (DPP) was submitted in November 2016; however, in March 2017, the Corps notified us that the DPP was no longer necessary, and we were approved to drill under existing Section 408 permission.

Throughout 2017 and 2018 land acquisition work in the PdP/FL system was undertaken to purchase a handful of parcels that required relocation and demolition of existing structures. WSP managed the purchase/relocation process and the demolition contract with the levee district.

After much of this preliminary work was well underway (between Phase I and Phase II drilling efforts), the Corps alerted us in late 2018 that the PdP/FL levee system would undergo a semi-quantitative risk assessment (SQRA). The SQRA kicked off in December 2018 and, after several meetings among the risk assessment team (which WSP was a part of) and review, the SQRA was completed by June 2020.



By 2020 the Corps determined that we could no longer drill under our existing Section 408 permission, and required we submit a new DPP for Phase II subsurface investigations. Our Phase II DPP was submitted in December 2020 and approved 6 months later in May 2021. The DPP for Phase III was submitted in October 2021 and approved 7 months later in May 2022. Currently we are in the process of trying to amend the Phase III DPP to add 6 relief well pilot hole borings.

Throughout 2017 and 2018 land acquisition work in the PdP/FL system was undertaken to purchase a handful of parcels that required relocation and demolition of existing structures. WSP managed the purchase/relocation process and the demolition contract with the levee district.

Between summer of 2017 and summer 2018, topographic survey of the entire levee system was completed. Due to delays since 2018, spot checks of key areas will be necessary to verify the survey from 6 years ago.

Except for the Bid Package 15 design work, which is discussed further below, the design work completed for PdP/FL thus far has been preliminary in nature. This work consists of underseepage engineering, primarily to determine where drilling is needed. In the Wood River and East St. Louis (MESD) levee systems, the Corps completed this preliminary underseepage design work; however, since the PdP/FL system is 100% funded by the FPD Council, the Council is required to do all preliminary work beyond the 2012 LRR—which was a starting point—but most of the LRR work has been analyzed using more recent soil data and piezometer/ground water information. Much of this work was completed prior to the SQRA (2019-2021) and required re-validation after the SQRA was completed.

Detailed design of Bid Package 15 began after the Phase II drilling work was completed. The 35% design was submitted to USACE for review in September 2022, and we are currently scheduled to submit 65% complete design documents this month. Bid Package 15 underwent a lengthy value engineering phase resulted in an estimated \$1.8M reduction in construction cost. (The current construction cost estimate for Bid Package 15 is \$18.3M.) This relatively major change has been discussed at the last several FPD Council meetings and involves changing the underseepage control solution from relief wells, pipe, and a new pumping station to a seepage berm. Savings. The substantial construction and long-term maintenance cost savings outweigh the costs associated with the design work on the pump station and relief well system had already been incurred.

The estimate to finish design work on Bid Package 15 is \$182,000. Similarly, the estimates to complete detailed design on Bid Packages 16 and 17 are \$1,420,000 and \$1,340,000, respectively.

At a concept level, the Bid Package 16 scope includes construction of 58 new relief wells, 11 new seepage berms, 2 new pump stations, various conveyance systems, and abandonment of 52 relief wells. Similarly, the Bid Package 17 scope includes construction of 74 new relief wells, 6 new seepage berms, 2 new pump stations, various conveyance systems, and abandonment of 47 old relief wells. The current construction cost estimates for Bid Package 16 and 17 are \$11.7 and \$13.6M, respectively.

WSP evaluated the estimated design costs as a percentage of construction costs of prior Authorized Level design projects for which the Council is receiving Work-In-Kind credit; see Table 1.



Table 1: Authorized Level Project Design Costs and Construction Costs			
	Design Cost	Construction Cost	Design Cost as a Percent of Construction Cost
Bid Package 08	\$1,349,304.71	\$6,008,238.00 <i>(current value)</i>	22.5%
Bid Package 11	\$1,607,708.35	\$11,665,066.40 <i>(current value)</i>	13.8%
Bid Package 18	\$611,471.69	\$4,763,340.84	12.8%
Bid Package 15	\$2,163,000.00 <i>(current estimate)</i>	\$18,300,000.00 <i>(current estimate)</i>	11.8%
Bid Package 16	\$1,420,000.00 <i>(current estimate)</i>	\$11,700,000.00 <i>(current estimate)</i>	12.1%
Bid Package 17	\$1,340,000.00 <i>(current estimate)</i>	\$13,600,000.00 <i>(current estimate)</i>	9.9%

In May 2017, the Corps determined that a contributed funds agreement (a.k.a. Section 214 Agreement) would be the best vehicle to review the FPD Council's projects throughout the PdP/FL system. In December 2017 the FPD Council entered into an agreement for the Corps to review Bid Package 15. The Corps has prepared their estimates for review of Bid Packages 16 and 17. The Corps' cost estimates for review (as a percentage of estimated design costs) are presented in Table 2.



Table 2: USACE Estimated Review Costs and Estimated Design Costs			
	Review Cost	Design Cost	Review Cost as a Percent of Design Cost
Bid Package 15	\$331,832.97	\$2,163,000.00 <i>(current estimate)</i>	\$15.3%
Bid Package 16	\$217,100.00 <i>(current estimate)</i>	\$1,420,000.00 <i>(current estimate)</i>	15.3%
Bid Package 17	\$248,000.00 <i>(current estimate)</i>	\$1,340,000.00 <i>(current estimate)</i>	18.5%

Lastly, regarding environmental permitting—when this project was scoped in 2016, there was an understanding that the PdP/FL Authorized Level work by the FPD Council would need little to no permitting effort, as USACE had already completed an Environmental Assessment as part of their 2012 LRR. In early 2023, USACE informed the FPD Council and WSP that the old USACE permitting effort is outdated and the FPD Council will need to prepare new environmental permitting applications and coordinate with agencies as necessary. Much of this work is already completed, but the estimate to complete the remaining initial permit work and complete any necessary amendments as the project progresses is approximately \$88,000.00.

Considering both design and permitting work remaining, the estimate to complete the PdP/FL Authorized Level design work is approximately \$3,030,000. As of the time our estimate to complete was prepared (November & December 2023), the amount of approved funding remaining in Work Order 16 was approximately \$1,262,000; therefore, the requested amount for Amendment 4 is the difference between \$3,030,000 and \$1,262,000, which is \$1,768,000.00.

1.3 Work Order 19: Wood River LERRDs Services

The land, easements, rights of way, relocations, and disposal areas (LERRDs) work in Wood River has been occurring since early 2019. This work order is for the LERRDs for both the FPD Council’s projects in Wood River and those projects being undertaken by the Corps. Amendment 4 in the amount of \$110,000 is anticipated to complete another 18 months of LERRDs coordination with all the applicable stakeholders (USACE, legal counsel, negotiators, appraisers, utility owners, landowners, municipalities, etc.). This work is anticipated to be completed within the next 18 months.

1.4 Work Order 20: Construction Phase Services

Bid Package 11 is approximately 50% complete and to date, \$1,053,964.88 has been expended for construction phase services on Bid Package 11 (through January 5, 2024). The project is estimated to have



approximately one year of construction left, but the schedule is sensitive to weather and river stage. The one-year estimate accounts for typical weather delays and average river stages. An additional \$1,042,000.00 is estimated to perform construction phase services (oversight, submittal review, response to requests for information, evaluation of requests for change orders, etc.)

The project thus far has been impacted by the unusually low river stage. With such a low river stage, the contractor is unable to develop and test the newly installed relief wells (due to a lack of sufficient groundwater). This causes the relief wells to be partially complete, and thus cannot have the pipe conveyance systems constructed around them. The contractor and WSP have made every effort to adjust the sequence of work as possible to continue forward progress on the project, but the low river stage has impacted the schedule, as the contractor is much less efficient than initially planned.

WSP evaluated the estimated costs for construction phase services as a percentage of construction costs of prior Authorized Level design projects for which the Council is receiving Work-In-Kind credit. As indicated in Table 3, construction phase services for Bid Package 11 will be the lowest, as a percentage of total construction costs, of the Authorized Level construction projects completed thus far.

Table 3: Construction Phase Services Costs and Construction Costs			
	Construction Management & Oversight	Construction Cost	Construction Management as a Percent of Construction Cost
Bid Package 11	~\$2,100,000.00 <i>(current estimate)</i>	\$11,665,066.40 <i>(current value)</i>	18%
Bid Package 14A	\$231,812.37	\$950,746.86	24%
Bid Package 18	\$1,517,246.32	\$4,763,340.84	32%

END



WORK ORDER NO: MSA01-WO16 – Amendment #4

Prairie du Pont / Fish Lake Authorized Level Field Investigation and Design

Issued Pursuant to Master Services Agreement Effective November 1, 2011
and Change of Name Notifications dated April 16, 2018 and September 23, 2022

By and Between

WSP USA Environment & Infrastructure Inc. (WSP)

and

Southwestern Illinois Flood Prevention District Council (CLIENT)

CLIENT Office:	<u>104 United Drive</u> <u>Collinsville, IL 62234</u>	WSP Project No:	<u>563170001</u>
CLIENT Contact:	<u>Charles Etwert</u>	Work Order Type: (Check One)	
WSP Office:	<u>15933 Clayton Road</u> <u>Suite 110</u> <u>Ballwin, MO 63011</u>	Time and Materials	<u>X</u>
		Fixed Price	<u> </u>
WSP Contact:	<u>Randy Cook Jr.</u>	CLIENT Reference No:	<u>n/a</u>

1. SCOPE OF WORK: See Attachment A (incorporated herein by reference)
2. LOCATION/CLIENT FACILITY INVOLVED: Prairie du Pont Levee and Sanitary District, and Fish Lake Drainage and Levee District.
3. PERIOD OF PERFORMANCE: September 21, 2016 through December 31, 2026
4. ADDITIONAL AUTHORIZED FUNDING: \$1,768,000.00

Southwestern Illinois Flood Prevention District Council

WSP USA Environment & Infrastructure Inc.

By: _____
Date: _____
Name: Charles Etwert
Title: Chief Supervisor of Construction and the Works
Address: 104 United Drive
Collinsville, IL 62234

By: _____
Date: _____
Name: James Shepard
Title: Midwest District Manager
Address: 11003 Bluegrass Parkway
Suite 690
Louisville, KY 40220

**Attachment A
Scope of Work**

**WORK ORDER NO: MSA01-WO16
Prairie du Pont / Fish Lake Authorized Level Field Investigation and Design**

Amendment #4

WSP's services will include review of the specific Authorized Level improvements identified, herein referred to as Phase I, by the U.S. Army Corps of Engineers (USACE) in the *Limited Reevaluation Report for Design Deficiency Corrections, East St. Louis, Illinois Flood Protection Project, Prairie du Pont and Fish Lake Flood Risk Reduction Project, St. Clair and Monroe Counties, Illinois*, dated August, 2011 (2011 LRR). The 2011 LRR has since been supplemented with three memoranda that supersede their respective reaches in the 2011 LRR. Each memo discusses specific reaches (decision segments), although it is important to note that the supplemental memoranda do not cover the entire Prairie du Pont (PdP) and Fish Lake (FL) levee systems. The three memoranda provided (dated 3/15/2016, 4/11/2016, and 6/16/2016) only analyze reaches where the FPD Council either constructed seepage berms or did not construct *any* improvements as part of its FEMA certification design projects.

WSP's services include an analysis to estimate underseepage gradients at the authorized level flood and evaluations of relief well and seepage berm solutions to mitigate the problems and provide the level of protection indicated and/or desired by USACE. For relief well solutions, after appropriate evaluations to select the spacing, discharge elevations, and predicted flows, WSP will design the relief wells based on pilot hole drilling. For seepage berm solutions, berm dimensions will be provided after appropriate analyses.

Services to be provided by WSP under this Work Order include complete Construction Documents and associated Design Services in support of the design and construction of levee improvements identified in the Prairie du Pont/Fish Lake Authorized Level Project Summary Report – Phase I, prepared for the FPD Council, dated August 12, 2016. Services to be provided by WSP under this Work Order include:

1. **PREPARE DRILLING PLAN**
 - 1.1. Prepare narrative plan describing purpose, procedures and method.
 - 1.2. Prepare exhibits (maps and table of proposed borings)
 - 1.3. Coordinate with drilling sub-contractor for information needed for drilling plan, and coordinate with USACE for submittal and review of plan.
2. **EVALUATIONS**
 - 2.1. Meet with USACE to discuss and affirm design criteria.
 - 2.2. Collect and review piezometer data from recent flood event and use available information in BP-15 area to check hydraulic grade lines and entry point assumptions.

- 2.3. Review and update geologic, historic, flood fight, and geotechnical information.
- 2.4. Update topography and design reach cross sections with new LIDAR.
- 2.5. Prepare authorized level leaky blanket sheet to reflect new LIDAR and FEMA borings, update design reach cross sections, identify problem areas and compare to USACE memo; delineate design reaches.
- 2.6. Conduct Seep/W analyses for selected design reaches.
- 2.7. Select solutions for each design reach; design spacing, location, discharge elevation and flow for relief wells; design height and length for berms.
- 2.8. Conduct progress meeting with USACE.

3. **LAND SURVEYS**

- 3.1. Prepare land-based topographic surveys to locate limits of physical features, ground elevations and improvements to supplement aerial photos and Lidar survey data.
- 3.2. Prepare boundary surveys for those properties that will require fee simple ROW acquisition, to include:
 - obtain a title commitment (in anticipation of the purchase of title insurance)
 - prepare a property boundary survey meeting the minimum standards of an “Urban Class Boundary Survey” or ALTA/ASCM land title survey.
- 3.3. Prepare strip map surveys for those properties that will require an easement for ROW acquisition, to include:
 - obtain an informational title commitment (no title insurance)
 - prepare a property boundary survey meeting the minimum standards of an “Urban Class Boundary Survey” or ALTA/ASCM land title survey.
- 3.4. Prepare permanent easement and temporary construction easement (TCE) acquisition documents, to include:
 - recordable exhibit
 - legal description
 - permanent easement language
 - TCE language
 - calculate area to be acquired.

4. **SEEPAGE BERM SOLUTIONS**

- 4.1. The design solutions proposed by the St. Louis District will be reviewed in conjunction with the other planned underseepage design analyses, and evaluated to provide a constructible and efficient approach.
- 4.2. Prepare utility relocation construction documents for non-utility company relocated utilities, to include:
 - construction drawings

- specifications
 - construction cost estimate
- 4.3. Coordinate utility relocations for utility company relocated utilities, to include:
- coordinate conflict resolution.
 - coordinate schedule.
 - coordinate relocation cost.
- 4.4. Drill Seepage Berm Soil Borings:
- sub-contract with driller(s) to perform soil borings according to approved Drilling Plan prepared by WSP in conjunction with USACE.
 - conduct soil borings at each proposed seepage berm location in accordance with the approved Drilling Plan (one boring to a depth of 50 feet is planned for each berm reach)
 - provide drilling oversight and coordination, health and safety plans, and provide a qualified on-site drill rig monitor to supervise the work and log samples.
 - conduct soil laboratory tests as appropriate for design.
 - prepare gINT boring logs containing classifications and test results.
 - Compare stratigraphy with design assumptions.
- 4.5. Prepare complete seepage berm construction drawings, to include:
- limits of existing right-of-way
 - limits of new right-of-way
 - limits of temporary construction easements
 - limits of wetlands and limits of assumed wetland disturbance.
 - aerial photo background
 - topographic information (existing contours and utilities)
 - length, width, depth and location of seepage berms
 - appurtenant ditching, road relocation, etc.
- 4.6. Prepare complete seepage berm specifications.
- 4.7. Prepare a construction cost estimate.
- 4.8. Prepare Hydrologic and Hydraulic (H&H) modeling for interior drainage impacts associated with design improvements for submittal to regulatory agencies as needed.
5. **RELIEF WELL SOLUTIONS**
- 5.1. Compare pilot hole borings with stratigraphy on which spacing and location of wells were based, and make necessary revisions (if any)
- 5.2. Prepare individual design for each relief well; submit to USACE for review.
- 5.3. Prepare complete utility relocation construction documents, to include:
- construction drawings
 - specifications
 - construction cost estimate

- 5.4. Prepare complete utility relocation construction documents for non-utility company relocated utilities, to include:
- construction drawings
 - specifications
 - construction cost estimate
- 5.5. Coordinate utility relocations for utility company relocated utilities, to include:
- coordinate conflict resolution.
 - coordinate schedule.
 - coordinate relocation cost.
- 5.6. Drill Pilot Holes
- sub-contract with driller(s) to perform pilot holes according to approved Drilling Plan prepared by WSP in conjunction with USACE.
 - conduct a pilot hole at each proposed relief well location that does not already have an associated pilot hole.
 - each pilot hole will be an SPT soil boring to a depth approximately 10 feet below the estimated bottom of the new relief well.
 - provide drilling oversight and coordination, health and safety plans, and procurement.
 - provide a qualified on-site drill rig monitor to supervise the work and log samples.
 - conduct soil laboratory tests as appropriate for design.
 - prepare gINT boring logs containing classifications and test results.
- 5.7. Prepare complete relief well construction drawings, to include:
- limits of existing right-of-way
 - limits of new right-of-way
 - limits of temporary construction easements
 - limits of wetlands and limits of assumed wetland disturbance.
 - aerial photo background
 - topographic information (existing contours and utilities)
 - existing relief wells to be abandoned.
 - existing relief wells to be rehabilitated.
 - existing relief wells to be rehabilitated and converted from D type to T type.
 - new D type and new T type relief wells
 - appurtenant relief well discharge ditching, conveyance, storage, etc.
- 5.8. Prepare specification for abandonment of unneeded or deficient relief wells.
- 5.9. Prepare specification for installation of new relief wells.
- 5.10. Prepare a construction cost estimate.

6. **GENERAL CIVIL IMPROVEMENTS (CONVEYANCE SYSTEMS & ROADS)**

- 6.1. Prepare complete civil construction drawings, to include:
- limits of existing right-of-way

- limits of new right-of-way
- limits of temporary construction easements
- aerial photo background as necessary
- topographic information (existing contours and utilities)
- appurtenant ditching, road relocation, etc.

6.2. Prepare complete specifications.

6.3. Prepare a construction cost estimate.

7. **408 SUBMITTAL**

7.1. Conduct pre-coordination meetings and submittals with USACE as needed to facilitate a streamlined formal Section 408 review process.

7.2. Prepare USACE Section 408 Request in accordance with the current applicable guidance.

7.3. Prepare Geotechnical Design Report

7.4. Review Dr. Checks/Projnet comments and respond in writing.

7.5. Revise specifications to address USACE questions.

7.6. Revise procurement documents to address USACE questions.

7.7. Revise plans to address USACE questions.

8. **STAKEHOLDER COORDINATION**

8.1. Meet with the Council as needed to present and discuss design progress.

8.2. Attend public meetings as needed to present design progress.

8.3. Attend meetings, and engage with, personnel from the Prairie du Pont Levee and Sanitary District to discuss and obtain feedback on design solutions.

9. **BID PHASE SERVICES**

9.1. Provide bid procurement services for each bid package, to include:

- Advertisement
- Pre-Bid Meeting
- Respond to question regarding the clarity or intent of the contract documents.
- Prepare and issue addenda.
- Receive and open bids in public forum.

9.2. Coordinate with construction management team to review bids and recommend contractor selection for each bid package.

10. **KEY ASSUMPTIONS**

- 10.1. No value engineering report is required.
- 10.2. Key design criteria are accepted or stipulated by USACE prior to design.
- 10.3. One 50' or two 25' borings are sufficient to define berm stratigraphy in each design reach.
- 10.4. No contaminated cuttings or water is produced from soil borings.

AMENDMENT 1 – (09/20/2017)

In addition to the initial scope of work per Work Order 16, WSP's services for Amendment #1 include review of underseepage designs provided by USACE, subsurface investigation and lab analyses associated with Phase II solutions, stakeholder coordination, topographic and strip map survey, engineering design, environmental permitting, preparation of construction documents (construction drawings and specifications), preparation of Section 408 requests, and bid phase services for improvements outlined in the Prairie du Pont/Fish Lake Authorized Level Project Summary Report, Dated August 16, 2017, and accepted by the Southwestern Illinois Flood Prevention District Council on August 16, 2017.

Phase II Drilling & Design

Perform up to 148 additional borings and design of underseepage solutions in accordance with the scope of work listed in Work Order 16, Attachment A, as amended herein.

Amount for additional Field Activities, Design and Permitting = \$2,981,000

AMENDMENT 2 – (01/20/2021)

Schedule change.

AMENDMENT 3 – (05/17/2023)

Environmental permitting associated with Bid Packages 15, 16, and 17. When this project was scoped in 2016 (Original Work Order Authorization) and 2017 (Amendment 1), there was an understanding that the PdP/FL Authorized Level work by the FPD Council would need little to no permitting effort, as USACE had already completed the environmental due diligence work as part of their 2011 Limited Reevaluation Report (LRR). Recently, USACE has informed the FPD Council and WSP that the old USACE permitting effort is no longer able to be used and the FPD Council will need to prepare a new Draft Environmental Assessment, Joint Permit Application, and obtain new Section 106 (cultural) clearance. Additionally, since a new Section 404 Permit will be necessary, coordination with the Illinois EPA will be required again for a Section 401 permit from the State of Illinois. The estimate for this additional effort, sampling, testing, and field work is \$298,000.

AMENDMENT 4 – (01/17/2024)

This amendment adds additional funding and schedule to complete the detailed design of Bid Packages 16, and 17. At a concept level, the Bid Package 16 scope includes construction of 58 new relief wells, 11 new seepage berms, 2 new pump stations, various conveyance systems, and abandonment of 52 relief wells. Similarly, the Bid Package 17 scope includes construction of 74 new relief wells, 6 new seepage berms, 2 new pump stations, various conveyance systems, and abandonment of 47 old relief wells. The current construction cost estimates for Bid Package 16 and 17 are \$11.7 and \$13.6M, respectively. The amendment adds \$1,768,000.00 of authorized funding and extends the period of performance to December 31, 2026.

WORK ORDER 16 SUMMARY:

Total for Original Agreement	= \$3,486,000
Total for Amendment #1	= \$2,981,000
Total for Amendment #2	= N/A
Total for Amendment #3	= \$ 298,000
Total for Amendment #4	= \$1,768,000
Total for Work Order 16	= \$8,533,000



WORK ORDER NO: MSA01-WO19 – Amendment #4

Wood River LERRDs Services

Issued Pursuant to Master Services Agreement Effective November 1, 2011
and Change of Name Notifications dated April 16, 2018 and September 23, 2022

By and Between

WSP USA Environment & Infrastructure Inc. (WSP)

and

Southwestern Illinois Flood Prevention District Council (CLIENT)

CLIENT Office:	<u>104 United Drive</u> <u>Collinsville, IL 62234</u>	WSP Project No:	<u>563170001</u>
CLIENT Contact:	<u>Charles Etwert</u>	Work Order Type: (Check One)	
WSP Office:	<u>15933 Clayton Road</u> <u>Suite 110</u> <u>Ballwin, MO 63011</u>	Time and Materials	<u>X</u>
		Fixed Price	<u> </u>
WSP Contact:	<u>Randy Cook Jr.</u>	CLIENT Reference No:	<u>n/a</u>

1. SCOPE OF WORK: See Attachment A (incorporated herein by reference)

2. LOCATION/CLIENT FACILITY INVOLVED: Wood River Drainage and Levee District

3. PERIOD OF PERFORMANCE: March 18, 2019 through December 31, 2026

4. ADDITIONAL AUTHORIZED FUNDING: \$110,000

**Southwestern
Illinois Flood Prevention District Council**

**WSP USA Environment &
Infrastructure Inc.**

By: _____

By: _____

Date: _____

Date: _____

Name: Charles Etwert

Name: James Shepard

Title: Chief Supervisor of
Construction and the Works

Title: Midwest District Manager

Address: 104 United Drive

Address: 11003 Bluegrass Parkway

Collinsville, IL 62234

Suite 690

Louisville, KY 40220



**Attachment A
Scope of Work**

**WORK ORDER NO: MSA01-WO19
Wood River LERRDs Services**

Amendment #4

Wood's services will include professional services associated with obtaining lands, easements, rights-of-way, relocations, and disposal areas (LERRDs) necessary from the construction of the Design Deficiency Corrections for Wood River Flood Protection Project (the Authorized-Level Project), except for appraisal, negotiation and acquisition/recording services (which are performed by other consultants of the Southwestern Illinois Flood Prevention District Council). Generally, Wood's services will include legal surveys, title research, desktop review of existing easement boundaries, completion of required tracking sheets, and frequent coordination and meetings with parcel owners, utility companies, the U.S. Army Corps of Engineers, the legal counsel for the Wood River Drainage and Levee District, as well as the consultants and legal counsel of the Southwestern Illinois Flood Prevention District Council.

Services performed for under this work order will be in accordance with the *Non Federal Sponsor Guide to Land Acquisition*, published by the US Army Corps of Engineers, St. Louis District, Real Estate Division.

AMENDMENT 1 – (06/17/2020)

Additional Scope:

Additional property survey, title work, plats, easement documents, and coordination with parcel owners, USACE, and land acquisition team for the Corps' Design Deficiency Project (Authorized Level Project).

AMENDMENT 2 – (01/20/2021)

Schedule Only

AMENDMENT 3 – (03/17/2022)

Additional Scope:

Additional coordination for complex acquisitions, including municipal and industrial properties; updates to survey, title work, plats and easement documents based on amended Notice to Proceed made by USACE to the Canal Road Pump Stations and Relief Well Package #3 projects, and updates due to property sales; and coordination of utility relocations expected as part of Relief Well Package#2 Project.

AMENDMENT 4 – (01/17/2024)

Additional Scope:

Coordination of utility relocations arising during construction of Bid Package 08 and Canal Road Pump Stations projects. Relocation at Canal Road Pump Station includes segment that would otherwise occur prior to the upcoming construction of Relief Well Package #3. Locate of Hartford force main as part of the USACE design of Relief Well Package #2. Additional coordination for complex acquisitions related to Old Wood River Channel and Relief Well Package #2. Drafting of easements for changes to be made in a revised Notice to Proceed for Relief Well Package #2. Issuing of Temporary Construction Easement renewals for ongoing construction. The amendment adds \$110,000.00 of authorized funding and extends the period of performance to December 31, 2026.

WORK ORDER 19 SUMMARY:

Total for Original Agreement	= \$ 235,000.00
Total for Amendment #1	= \$ 177,000.00
Total for Amendment #2	= N/A
Total for Amendment #3	= \$ 175,000.00
<u>Total for Amendment #4</u>	<u>= \$ 110,000.00</u>
Total for Work Order 19	= \$ 697,000.00



WORK ORDER NO: MSA01-WO20 – Amendment #4

CONSTRUCTION PHASE SERVICES

Issued Pursuant to Master Services Agreement Effective November 1, 2011 and Change of Name Notifications dated April 16, 2018 and September 23, 2022

By and Between

WSP USA Environment & Infrastructure Inc. (WSP)

and

Southwestern Illinois Flood Prevention District Council (CLIENT)

CLIENT Office:	<u>104 United Drive</u> <u>Collinsville, IL 62234</u>	WSP Project No:	<u>563170001</u>
CLIENT Contact:	<u>Charles Etwert</u>	Work Order Type: (Check One)	
WSP Office:	<u>15933 Clayton Road</u> <u>Suite 110</u> <u>Ballwin, MO 63011</u>	Time and Materials	<u>X</u>
		Fixed Price	<u> </u>
WSP Contact:	<u>Randy Cook Jr.</u>	CLIENT Reference No:	<u>n/a</u>

1. SCOPE OF WORK: See Attachment A (incorporated herein by reference)
2. LOCATION/CLIENT FACILITY INVOLVED: Wood River Drainage and Levee District, Metro East Sanitary District, Prairie du Pont Levee and Sanitary District, and Fish Lake Drainage and Levee District.
3. PERIOD OF PERFORMANCE: December 18, 2019 through December 31, 2025
4. ADDITIONAL AUTHORIZED FUNDING: \$1,042,000.00

Southwestern Illinois Flood Prevention District Council

WSP USA Environment & Infrastructure Inc.

By: _____
Date: _____
Name: Charles Etwert
Title: Chief Supervisor of Construction and the Works
Address: 104 United Drive
Collinsville, IL 62234

By: _____
Date: _____
Name: James Shepard
Title: Midwest District Manager
Address: 11003 Bluegrass Parkway
Suite 690
Louisville, KY 40220



**Attachment A
Scope of Work**

**WORK ORDER NO: MSA01-WO20
Program Management Services**

Amendment #4

I. Services Provided by the Engineer (WSP) during the Construction Phase

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. Conduct general administration of construction contracts: Consult with owner and act as owner's representative as provided in the construction contract.
 2. Act as Resident Project Representative (RPR): Provide the services of an RPR at the Site to assist the Engineer and to provide observation of Contractor's work.
 3. Provide management of independent testing laboratory: Select an independent testing laboratory to perform Quality Assurance (QA) testing as required. Manage all QA testing and documentation thereof.
 4. Conduct pre-construction conferences: Conduct pre-construction conferences prior to commencement of major portions of work at the site.
 5. Manage construction schedules: Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
 6. Establish baselines and benchmarks: As appropriate, establish baselines and benchmarks for locating the work which in engineer's judgment are necessary to enable contractor to proceed.
 7. Perform construction site visits: Make visits to the site at intervals appropriate to the various stages of construction, as engineer deems necessary.
 - a. Address defective work: Reject work if, on the basis of engineer's observations, engineer believes that such work (a) is defective under the standards set forth in the contract documents, (b) will not produce a completed project that conforms to the contract documents, or (c) will imperil the integrity of the design concept of the completed project as a functioning whole as indicated by the contract documents.
 8. Issue clarifications and interpretations: Issue necessary clarifications and interpretations of the contract documents as appropriate to the orderly completion of Contractor's work.

9. Issue change orders and work change directives: Recommend change orders and work change directives to owner, as appropriate, and prepare change orders and work change directives as required.
10. Review submittals: Review, approve or take other appropriate action in respect to shop drawings, work plans, product data and samples and other data which contractor is required to submit, for conformance the Contract Documents.
11. Review substitutes and "or-equal": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by contractor as required.
12. Manage inspections and tests: Require such special inspections or tests of contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents.
13. Participation in disagreements between owner and contractor: Render formal written decisions on all duly submitted issues relating to the acceptability of contractor's work or the interpretation of the requirements of the contract documents pertaining to the execution, performance, or progress of contractor's work; review each duly submitted claim by owner or contractor, and in writing either deny such claim in whole or in part, approve such claim, or decline to resolve such claim if engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, engineer shall be fair and not show partiality to owner or contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
14. Review applications for payment: After receipt of each application for payment, review said application and recommend the amount that contractor shall be paid. Such recommendations of payment shall be in writing and will constitute engineer's representation to owner, based on such observations and review, to the best of the engineer's knowledge. In the case of unit price work, engineer's recommendations of payment will include final determinations of quantities and classifications of contractor's work (subject to any subsequent adjustments allowed by the contract documents).
15. Review contractor's completion documents: Receive, review, and transmit to owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the contract documents, certificates of inspection, tests and approvals, shop drawings, samples and other data approved as provided above, and transmit the annotated record documents which are to be assembled by contractor in accordance with the contract documents to obtain final payment.
16. Address substantial completion: Promptly after notice from contractor that contractor considers the entire work ready for its intended use, in company with owner,

contractor, and any other applicable stakeholders, visit the project to determine if the work is substantially complete. If after considering any objections of owner, and other stakeholders, engineer considers the work substantially complete, engineer shall deliver a certificate of substantial completion to owner and contractor.

17. Issue final notice of acceptability of the work: Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor.
18. Perform flood monitoring: During times when work is pending shut down due to river level restrictions, engineer shall routinely observe the site for damage as a result of river stage on an uncompleted project and take steps to notify appropriate parties when concerns arise.
19. Coordinate with stakeholders: Hold and/or participate in meetings as necessary with project stakeholders such as levee district personnel, members of the public, residents, businesses, and utility companies.
20. Provide construction job trailer(s): Construction trailer(s) will be provided by the engineer near each project site to facilitate daily observations and inspections.

B. The bid packages covered by this work order are:

1. Bid Package 11
2. Bid Package 14A
3. Bid Package 18

AMENDMENT 2 – (08/17/2022)

Additional Scope for Bid Packages 11, 14A, and 18:

This amendment adds construction management scope for Bid Package 11. Additionally, extra effort was needed to address an unknown utility on Bid Package 14A (now completed) and several unforeseen conditions during the construction of Bid Package 18 (now completed).

AMENDMENT 3 – (05/17/2023)

Additional Scope for Bid Packages 08:

This amendment adds construction management scope for Bid Package 08. Although USACE is constructing Bid Package 08; WSP designed the project and has been requested to provide input on certain matters over the course of construction. WSP has performed relief well construction oversight, coordination with stakeholders for utility conflicts, and routine review of RFIs and construction submittals as requested by USACE. Future work is anticipated to include response to RFIs, construction submittal review, and routine coordination with USACE during construction. The estimated cost for this amendment is \$77,000.

AMENDMENT 4 – (01/17/2024)

Additional funding and schedule for Bid Package 11:

This amendment adds additional construction phase services for the completion of Bid Package 11 construction. The amendment adds \$1,042,000.00 of authorized funding and extends the period of performance to December 31, 2025.

WORK ORDER 20 SUMMARY:

Total for Original Agreement	= \$2,500,000.00
Total for Amendment #1	= N/A
Total for Amendment #2	= \$ 740,000.00
Total for Amendment #3	= \$ 77,000.00
Total for Amendment #4	= \$1,042,000.00
Total for Work Order 20	= \$4,359,000.00



Memo to: Board of Directors
From: Chuck Ewert
Subject: Corps of Engineers Update
Date: January 15, 2024

Attached is Hal Graef's Corps of Engineers Update, which Hal will present at the meeting.

Recommendation: Accept the January Corps of Engineers Update by Hal Graef.

METRO EAST LEVEE SYSTEM PROGRAM UPDATE

Hal Graef
January 17, 2024



US Army Corps of Engineers



MEL PRICE SEGMENT OF UPPER WOOD RIVER



2

Feature/Task	Description	Estimated Date	Actual Date	Notes
Reach 2 Relief Well contract	16 existing Relief Wells; 25 new Relief Wells		Awarded 8Aug22	<ul style="list-style-type: none"> • Preparing for final inspection of base contract work • Contract modified: <ul style="list-style-type: none"> ▪ Abandon unneeded relief wells ▪ Abandon unneeded piezometers ▪ Hydroseed in the spring
Complete Mitigation				<ul style="list-style-type: none"> • Mitigation credit purchase is complete. • USACE coordinating with USFWS and IDNR to review/document the mitigation requirements.
OMRR&R Payment to WRDLD	Compensation to LD to offset additional O&M expenses	FY24		<ul style="list-style-type: none"> • Payment pending sufficient funds following completion of all construction and mitigation work.
Ribbon Cutting		Summer		<ul style="list-style-type: none"> • Venue not yet determined
Project Close Out	All documents archived; financial close out	FY25		

Items in **bold** indicate updates from last meeting



WOOD RIVER



3

Feature/Task	Description	Estimated Date	Actual Date	Notes
Bid Package 8 contract	1 Pump Station/22 Relief Wells		Awarded 4Nov21	<ul style="list-style-type: none"> Pump Station Control System <ul style="list-style-type: none"> Pump Control Cabinet to ship 12Jan24 (has been on backorder)
Pump Stations contract	PS #2 and #3 along Canal Rd		Awarded 28Sep22	<ul style="list-style-type: none"> Pump Station No. 2 – awaiting delivery of pump tubes Pump Station No. 3 – placing rebar for upper base slab <ul style="list-style-type: none"> 12" waterline needs to be relocated Seeking bids for open cut, directional bore, or combo
Relief Well #2/Ditch Work contract	55 Relief Wells plus ditch work to convey the water to the WR PS	ROW Cert Nov24; Award Mar25		<ul style="list-style-type: none"> Alt Ditch is considered a betterment <ul style="list-style-type: none"> Options are to reconnect creek or Alternative Ditch Technical USACE work is paused pending resolution
Relief Well #3 contract	30 Relief Wells	Aug24		<ul style="list-style-type: none"> Awaiting ROW Certification (awaiting waterline relocation) Issued NTP for Acq Amendment on 11Sep23 (reduced area)
Pump Station Modification contract	Mods to WR and Hawthorne PSs	Jul24		<ul style="list-style-type: none"> Initiating BCOES in January Biddability, Constructability, Operability, Environmental and Sustainability (BCOES) Review
Berm	Vice PS/RW at Roxana	IDR Feb24 PPA Jul24		<ul style="list-style-type: none"> Integral Determination Report (IDR) at Mississippi Valley Div <ul style="list-style-type: none"> Recommending to MVD that berm is WIK-eligible Project Partnership Agreement Amendment No. 2 to follow IDR
Mitigation	For BP-8 (maybe berm)			<ul style="list-style-type: none"> Plan is to purchase credits when berm is at 65% level of design
WIK				<ul style="list-style-type: none"> \$17,739,418.51 has been credited for both WIK No. 1&2 Next WIK request expected to be for BP-8 EDC
Total Project Cost	Update to TPC		9Jan24	<ul style="list-style-type: none"> Updated TPC for current FY. \$108,078,000 Federal funding identified via Bipartisan Infrastructure Law



WOOD RIVER – RW#2/DITCH WORK



4

Option 1
Reconnect Old Wood River Creek



Original plan via Risk Assessment
Least costly

Option 2
Alternative Ditch



Jack-and-bore 72" RCP under IL-3
Utilities not fully known
Considered a betterment (not cost-shared)

Option	Estimate of Cost
1 (reconnect Old WR Creek)	\$1,850,000
2 (Alt Ditch Betterment)	\$3,441,000



EAST ST. LOUIS



5

Feature/Task	Description	Est. Date	Actual Date	Notes
BP-12 Ph1	106 D-Type Relief Wells		Awarded 26Aug21	• Construction substantially complete; pump testing of 36 RWs continues to be delayed due to low river levels
BP-12 Ph2	43 T-Type Relief Wells (Ph2 and Ph3)	Award: 4 th Qtr FY25		• Approx. 65% design, with A/E design firm HDR continuing progress on railway shoring design for collector system • In coordination with IDOT, TRRA, Veolia, Alton-Southern • ROW NTP sent to MESD in November 2023
BP14B	Filter Blanket	Award: 4th Qtr FY24		• USACE will administer construction contract after BCOES review is complete and real estate is acquired • WSP may be needed to address mods during construction
WIK BP-11*	Relief Wells			• USACE coordination with WSP/Keller during construction
WIK BP 18A*	Phillips Reach PS Modifications			• USACE to review 35% design
WIK Credit Requests*	BP-14A and 18		8Aug23	• \$12,183,767.91 has been credited for WIK No. 3-6 • \$24,599,173.61 has been credited for all WIK to date
LERRDs*	Land, Easements, ROW, Relocations and Disposal			• \$1,607,516.56 has been credited for LERRDs to date
Total Project Cost	Update to TPC		9Aug23	• \$151,065,000 is current estimate • FPD estimates with construction of BP18A, BP11, and Remaining LERRDs, 35% cost share will be satisfied

*Recommend WIK/LERRDs credit requests be submitted at regular intervals, vice waiting to the end of the project.



PRAIRIE du PONT AND FISH LAKE



6

Feature/Task	Description	Estimated Date	Actual Date	Notes
Bid Package15 coordination	Pump Station and underseepage controls	TBD		• USACE anticipates receipt of 65% design in mid-January
Future Bid Package coordination		TBD		• Anticipate future Contributed Funds Agreement for each BP • Draft Agreement with Scope of Work (both BP-16 and BP-17) sent to FPD for review/comment on 8Nov23 <ul style="list-style-type: none"> • Agreement needs to be in place prior to USACE review of first submittal
Environmental Assessment	Supplemental EA	TBD		• USACE anticipates receipt of revised Draft EA by end of January