



City of Fairview Heights

CITY COUNCIL MEETING AGENDA
10025 BUNKUM ROAD
FAIRVIEW HEIGHTS, IL 62208
April 21, 2026
7:00 P.M.

The City Council meeting will be held in the Council Chambers. Participation (only) join at <https://meet.goto.com/COFH> or dial in at 1 (786) 535-3211 - Access Code: 808-004-661 - Please mute your phone during the meeting. To install the application: <https://meet.goto.com/install>

A. Pledge of Allegiance

F. Consent Agenda:

City Council Minutes – April 07, 2026
Public Hearing Minutes – April 07, 2026
Finance Director's Report
Presentation of Bills - \$ 2,769,862.07

B. Invocation

C. Call to Order

G. Committee Reports

D. Roll Call

H. Communications from Mayor

E. Public Participation

I. Communication from Elected Officials

J. UNFINISHED BUSINESS

None

K. NEW BUSINESS

Proposed Ordinance No. 36-'26 an Ordinance amending Article IV of Chapter 8 (Business Regulations) – Raffle – of The Revised Code of Ordinances of the City of Fairview Heights, Illinois as amended. (Operations Committee)

Proposed Resolution No. 29-'26 a Resolution authorizing the Mayor the Mayor to enter into an agreement for the Participation as a Member in the Illinois Emergency Management Mutual Aid System Response pursuant to an Intergovernmental Agreement for the establishment of a Mutual Aid Intergovernmental Service Agreement. (Operations Committee)

Proposed Resolution No. 30-'26 a Resolution authorizing the Mayor the Mayor to enter into a contract on behalf of the City of Fairview Heights with Mayer Landscaping, Inc. for the Pearson Drive and Walter Avenue Roadway Improvements. (Operations Committee)

Proposed Resolution No. 31-'26 a Resolution authorizing the Mayor the Mayor to enter into a purchase agreements for various materials and services for Public Right-of-Way maintenance purposes for use by the Public Works Department. (Operations Committee)

L. MOTION

M. ADJOURNMENT

**CITY OF FAIRVIEW HEIGHTS
CITY COUNCIL MINUTES AMENDED
April 07, 2026**

The regular meeting of the Fairview Heights City Council was called to order at 7:00 p.m. by Mayor Mark T. Kupsky in the City Council Chambers, 10025 Bunkum Road, Fairview Heights, IL and also conducted virtually for guest attendees and City Council members per Resolution 4391-2021 with the Pledge of Allegiance and Invocation by City Clerk Karen Kaufhold.

ROLL CALL

Roll call of Aldermen present: Pat Peck, Anthony LeFlore, Bill Poletti, Frank Menn, Derrick King, James Winkeler, Barbara Brumfield, Jeff Harris and Brenda Wagner. Alderman Josh Frawley was absent - unexcused. City Clerk Karen Kaufhold and Attorney Andrew Hoerner were present.

PUBLIC PARTICIPATION

None

CONSENT AGENDA

Alderman Peck moved to approve the March 18, 2026 City Council Meeting Minutes. Seconded by Alderman Bill Poletti.

Roll call on the March 18, 2026 City Council Meeting Minutes showed Alderman Peck, LeFlore, Poletti, Menn, King, Winkeler, Brumfield, Harris and Wagner voting "Yea". Alderman James Frawley was absent from the vote. Motion passes with 9 yeas and 1 absent.

COMMITTEE REPORTS

The Mayor announced the next Committee meeting will be the Administration and Operations Committee starting at 7:00P.M., April 15, 2026.

COMMUNICATIONS FROM THE MAYOR

The Mayor began by announcing 11 years ago today, Alderman Frank Menn, Alderman Brenda Wagner, City Clerk Karen Kaufhold and Mayor Mark Kupsky was the first time they were elected to serve for the City of Fairview Heights. Mayor discussed the groundbreaking for The REC – Fieldhouse and Pleasant Ridge Park. The Mayor was called off of the floor and the meeting was paused at 7:04 P.M. – 7:06 P.M. Mayor Mark shared with us his most memorable trip to Rome, where he met with Pope Leo XIV and visited various cultural sites.

COMMUNICATIONS FROM ELECTED OFFICIALS

Alderman Brenda Wagner informed us that the Midwest Salute to the Arts is hosting a Trivia Night on April 25, 2026. at the Caseyville Hall.

City Clerk Karen Kaufhold wanted to express how delightful the Easter Egg Hunt turned out to be.

Alderman James Winkeler gave Thanks to the Mayor and the Community of Fairview Heights with all support that was received making the Food Drive that was hosted at Athletico a success.

COMMUNICATIONS FROM ELECTED OFFICIALS - CONTINUED

Mayor Mark discussed the details of the America 250th Anniversary Celebration that will be held on June 27, 2026. Also, there are yard signs that will be available later this month. More information and updates will be posted on Facebook. Mayor addressed the concerns regarding the closing of Pleasant Ridge Park and where people would run or walk their dogs. There was a discussion about having a temporary fenced open dog area at the former Ice Rink Property.

Alderman Pat Peck announced the next Trekking for Trash will be this Saturday, April 11, 2026.

UNFINISHED BUSINESS

Proposed Ordinance No. 34-'26 an Ordinance Repealing Chapter 16, Fees and Salaries, Article I – Salaries; an Ordinance establishing Salaries of Appointed Officials and Employees of the City of Fairview Heights, IL 2026-2027. Motion by Alderman Peck. Seconded by Alderman Brumfield.

Proposed Ordinance No. 34-'26 was read for the second time.

Roll call on Proposed Ordinance No. 34-'26 showed Peck, LeFlore, Poletti, Menn, King, Winkeler, Brumfield, Harris and Wagner. Alderman Frawley was absent from the vote. Motion passes with 9 yeas and one absent.

Proposed Ordinance No 34-'26 now becomes **ORDINANCE NO. 2021-2026**

Proposed Ordinance No. 35-'26 an Ordinance establishing a Budget for the City of Fairview Heights for the Fiscal Year 2026-2027. Proposed Ordinance No. 35-'26 was read for the second time.

Alderman Pat Peck made a motion to amend Proposed Ordinance No. 35-'26 to show a change to GL No. 011-160-5-372-00 – TIF Expenditures from \$25,000 to \$3,100,000. Seconded by Alderman Wagner.

Roll call to Proposed to amend Proposed Ordinance No. 35-'26 showed Peck, LeFlore, Poletti, Menn, King, Winkeler, Brumfield, Harris and Wagner. Alderman Frawley was absent from the vote. Motion passes with 9 yeas and one absent.

Roll call on Proposed Ordinance No. 35-'26 showed Peck, LeFlore, Poletti, Menn, King, Winkeler, Brumfield, Harris and Wagner. Alderman Frawley was absent from the vote. Motion passes with 9 yeas and one absent.

Proposed Ordinance No 35-'26 now becomes **ORDINANCE NO. 2022-2026**

NEW BUSINESS

Proposed Resolution No. 26-'26 a Resolution authorizing the Mayor to sign a Joint Funding Agreement for Federally Funded Construction Associated with the extension of the St. Ellen Mine shared use Path along Ashland Avenue. Motion was made by Alderman Wagner. Seconded by Alderman Peck.

Roll call on Proposed Resolution No. 26-'26 showed Alderman Peck, LeFlore, Poletti, Menn, King, Winkeler, Brumfield, Harris and Wagner voting "Yea". Alderman James Frawley was absent from the vote. Motion passes with 9 yeas and 1 absent.

Proposed Resolution No. 26-'26 passed on 9 yeas and 1 absent.

Proposed Resolution No. 26-'26 now becomes **RESOLUTION NO. 4707-2026**

Proposed Resolution No. 27-'26 a Resolution authorizing the Mayor on behalf of the City to enter into an agreement for Advertising and Sponsorship with World Wide Technology Raceway. Motion was made by Alderman Menn. Seconded by Alderman Poletti.

Roll call on Proposed Resolution No. 27-'26 showed Alderman Peck, LeFlore, Poletti, Menn, King, Winkeler, Brumfield, Harris and Wagner voting "Yea". Alderman James Frawley was absent from the vote. Motion passes with 9 yeas and 1 absent.

Proposed Resolution No. 27-'26 passed on 9 yeas and 1 absent.

Proposed Resolution No. 27-'26 now becomes **RESOLUTION NO. 4708-2026**

Proposed Resolution No. 28-'26 a Resolution authorizing the Mayor on behalf of the City to enter into an Engineering Services Agreement with TWM, Inc to provide Professional Engineering services for the St. Clair Square Main Entrance Capital Improvement Project. Motion was made by Alderman Menn. Seconded by Alderman Winkeler.

Roll call on Proposed Resolution No. 28-'26 showed Alderman Peck, LeFlore, Poletti, Menn, King, Winkeler, Brumfield, Harris and Wagner voting "Yea". Alderman James Frawley was absent from the vote. Motion passes with 9 yeas and 1 absent.

Proposed Resolution No. 28-'26 passed on 9 yeas and 1 absent.

Proposed Resolution No. 28-'26 now becomes **RESOLUTION NO. 4709-2026**

Motion made by Alderman Peck moved to adjourn. Seconded by Alderman Poletti. Motion carried.

Meeting adjourned at 7:27 P.M.

Respectfully submitted,

Karen Kaufhold
CITY CLERK

**CITY OF FAIRVIEW HEIGHTS
PUBLIC HEARING MINUTES
April 07, 2026**

The Public Hearing meeting of the Fairview Heights City Council was called to order at 6:50 p.m. by Mayor Mark T. Kupsy in the City Council Chambers, 10025 Bunkum Road, Fairview Heights, IL and also conducted virtually for guest attendees and City Council members per Resolution 4391-2021.

ROLL CALL

Roll call of Aldermen present: Alderman Peck, LeFlore, Poletti, Menn, King, Winkeler, Brumfield, Harris and Wagner. Alderman Josh Frawley was absent – not excused. City Clerk Karen Kaufhold and Attorney Andrew Hoerner were present.

PUBLIC HEARING ANNOUNCEMENT

Mayor Kupsy announced the City of Fairview Heights 2026-2027 Proposed Budget is estimated at \$57,768,301.00

SPEAKING IN FAVOR OF THE SUBJECT

No one speaking in favor of the above announcement

SPEAKING IN OPPOSITION OF THE ABOVE SUBJECT

No one speaking in opposition of the above announcement

WRITTEN COMMENTS IN FAVOR OF THE ABOVE SUBJECT

No written comments in favor of the above announcement

WRITTEN COMMENTS IN OPPOSITION OF THE ABOVE SUBJECT

No written comments in opposition of the above announcement

Alderman Poletti moved to adjourn. Seconded by Alderman Wagner.

Voice vote: all Ayes no Nays

Meeting adjourned at 6:55 P.M.

Respectfully submitted,

Karen J. Kaufhold
City Clerk

Memo

To: Mayor & City Council
From: Gina Rader - Director of Finance
CC: City Clerk & Directors
Date: April 16, 2026
Re: Finance Report – April 21, 2026 City Council Meeting

Bill List

The Bill List for March 2026 was presented to the Finance Committee and recommended to be forwarded to the April 21, 2026, City Council Meeting. The amount is \$ 2,769,862.07.

Sales Tax Report

Attached is the February Sales Tax Report. The City saw a 4.6% increase (\$26,509.22) in sales tax revenue this month ending the fiscal year \$342,069.47 ahead of the same period last year.

CITY OF FAIRVIEW HEIGHTS, IL
SALES TAX REPORT
State 1% Municipal Tax Portion

DISTRIBUTION MONTH	MAY 2018 - APRIL 2019	MAY 2019 - APRIL 2020	MAY 2020 - APRIL 2021	MAY 2021 - APRIL 2022	MAY 2022 - APRIL 2023	MAY 2023 - APRIL 2024	MAY 2024 - APRIL 2025	MAY 2025 - APRIL 2026	% CHANGE	CHANGE IN DOLLARS
MAY	\$ 553,114.13	\$ 490,116.91	\$ 518,363.86	\$ 485,349.04	\$ 566,819.87	\$ 611,908.51	\$ 629,180.65	\$ 622,533.94	-1.1%	\$ (6,646.71)
JUN	676,704.83	654,604.36	473,959.16	779,052.70	762,542.61	743,018.96	741,809.41	783,008.20	5.6%	\$ 41,198.79
JUL	555,320.85	572,195.98	292,786.39	671,227.76	729,663.46	646,895.58	645,682.49	701,715.12	8.7%	\$ 56,032.63
AUG	607,357.54	585,032.16	352,983.85	705,072.08	696,071.59	671,800.32	672,068.48	708,685.86	5.5%	\$ 36,617.38
SEP	623,578.60	610,349.55	573,698.65	769,875.25	723,295.00	714,236.85	686,146.56	755,562.63	10.1%	\$ 69,416.07
OCT	540,557.44	562,791.28	553,942.65	644,304.43	655,076.98	633,142.68	662,673.06	714,150.91	7.8%	\$ 51,477.85
NOV	570,594.16	561,747.98	539,090.76	669,316.96	657,316.09	666,756.88	681,623.37	710,507.47	4.2%	\$ 28,884.10
DEC	577,677.65	585,185.60	588,959.31	639,166.02	711,995.75	687,640.20	661,750.89	723,106.41	9.3%	\$ 61,355.52
JAN	560,273.13	581,553.25	552,631.29	666,763.34	688,819.03	667,526.21	761,850.84	717,013.49	-5.9%	\$ (44,837.35)
FEB	668,036.72	644,092.22	555,336.35	707,919.44	717,165.05	722,678.85	779,355.75	749,666.72	-3.8%	\$ (29,689.03)
MAR	870,591.30	865,433.15	800,244.14	1,021,806.92	938,892.59	965,462.25	954,362.92	1,006,113.92	5.4%	\$ 51,751.00
APR	457,194.13	482,774.60	499,297.62	567,463.90	591,594.14	597,229.68	581,935.70	608,444.92	4.6%	\$ 26,509.22
YTD TOTAL	\$ 7,261,000.48	\$ 7,195,877.04	\$ 6,301,294.03	\$ 8,327,317.84	\$ 8,439,252.16	\$ 8,328,296.97	\$ 8,458,440.12	\$ 8,800,509.59		\$ 342,069.47
YTD CHANGE	-1.8%	-0.9%	-13.6%	33.7%	1.1%	-1.5%	1.9%			
MONTHLY AVG	\$ 605,083.37	\$ 599,656.42	\$ 525,107.84	\$ 693,943.15	\$ 703,271.01	\$ 694,024.75	\$ 704,870.01			

PROPOSED ORDINANCE NO. 36-'26

**AN ORDINANCE AMENDING ARTICLE IV OF CHAPTER 8
(BUSINESS REGULATIONS) – Raffle - OF THE REVISED
CODE OF ORDINANCES OF THE CITY OF FAIRVIEW
HEIGHTS, ILLINOIS, AS AMENDED**

THE CITY OF FAIRVIEW HEIGHTS, ST. CLAIR COUNTY, ILLINOIS (THE "CITY"), IS A DULY ORGANIZED AND EXISTING MUNICIPALITY CREATED UNDER THE PROVISIONS OF THE LAWS OF THE STATE OF ILLINOIS.

THE CITY IS NOW OPERATING UNDER THE PROVISIONS OF THE ILLINOIS MUNICIPAL CODE, AS SUPPLEMENTED AND AMENDED, AND AS A HOME RULE MUNICIPALITY PURSUANT TO ARTICLE VII OF THE ILLINOIS CONSTITUTION OF 1970; AND IN THE EXERCISE OF ITS HOME RULE POWERS.

WHEREAS, the City has the authority to amend its Ordinance regarding raffles and has determined that it is in the best interests of the City to do so.

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

Section 1. *Recitals.* The recitals contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

Section 2. *Amendment.* Section 8-4-10 under Article IV of Chapter 8 (Business Regulations) of the Revised Code of Ordinances of the City of Fairview Heights, Illinois, as amended, shall be amended and replaced with the form outlined on Exhibit "A" attached hereto. In addition, Article IV of Chapter 8 (Business Regulations) of the Revised Code of Ordinances of the City of Fairview Heights, Illinois, as amended, shall be amended by adding Section 8-4-11 in the form outlined on Exhibit "B" attached hereto.

Section 3. *Effective Date.* This Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law.

PASSED by the City Council of the City of Fairview Heights, Illinois, on this ____ day of _____, 2026, on the following roll call vote:

READ FIRST TIME:

READ SECOND TIME:

PASSED:

APPROVED:

PUBLISHED:

MARK T. KUPSKY – MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD - CITY CLERK

EXHIBIT "A"

8-4-10 TERM AND FEES.

- (A) The aggregate retail value of all prizes or merchandise awarded by a licensee in a single raffle shall not exceed **Two Hundred Thousand Dollars (\$200,000.00)**;
- (B) The maximum retail value of each prize awarded by a licensee in a single raffle shall not exceed **One Hundred Thousand Dollars (\$100,000.00)**;
- (C) The maximum price which may be charged for each raffle chance issued or sold shall not exceed **Fifty Dollars (\$50.00)**;
- (D) The maximum number of days during which chances may be issued or sold shall not exceed **one hundred twenty (120) days**;
- (E) Licenses issued pursuant to this Ordinance shall be valid for **one (1) raffle** and may be suspended or revoked for any violation of this Ordinance;
- (F) Raffle chances shall be sold only within the boundaries of the City of Fairview Heights;
- (G) Licenses shall be issued to bona fide religious, charitable, labor, fraternal, educational, or veterans' organizations that operate without profit to their members, and which have been in existence continuously for a period of **five (5) years** immediately before making application for a license and which have had during that entire **five (5) year** period a bona fide membership engaged in carrying out their objectives;
- (H) The above-mentioned types of organizations shall be defined pursuant to the General Assembly Act, House Bill 2976, and incorporated herein;
- (I) No person or organization shall be issued more than **one (1) license** in a period of **one (1) week**;
- (J) The manager of a raffle game shall give a fidelity bond in the sum of **One Thousand Dollars (\$1,000.00)** in favor of the organization conditioned upon his honesty in the performance of his duties. The Mayor or his designated representative is authorized to waive requirement for bond by including a waiver provision in the license issued, provided that the license containing such waiver provision shall be granted only by unanimous vote of the members of the licensed organization. The terms of the bond shall provide authority not less than **thirty (30) days** prior to its cancellation.
 - (1) Any license issued under this Article shall be non-transferable. (Ord. No. 442-81; 11-18-81)

(230 ILCS 15/5)

EXHIBIT "B"

8-4-11 QUEEN OF HEARTS RAFFLES - TERM AND FEES.

- (A) The following terms and fees shall govern and control raffles which are designated as "Queen of Hearts" raffles to the extent of conflict with the provisions of Sections 8-4-1 through 8-4-10 of this Article; all other provisions of Sections 8-4-1 through 8-4-10 of this Article which do not conflict with the following terms and fees also apply to "Queen of Hearts" raffles.
- (B) The aggregate retail value of all prizes or merchandise awarded by a licensee in a single raffle shall not exceed **Five Hundred Thousand Dollars (\$500,000.00)**.
- (C) The maximum retail value of each prize awarded by a licensee in a single raffle shall not exceed **Five Hundred Thousand Dollars (\$500,000.00)**.
- (D) The maximum price which may be charged for each raffle chance issued or sold shall not exceed **Twenty-Five Dollars (\$25.00)**.
- (E) The maximum number of weeks during which chances may be issued or sold shall not exceed **fifty-four (54) weeks**.
- (F) Licenses issued hereunder shall be valid for one Queen of Hearts raffle and may be suspended or revoked for any violation of this section.
- (G) Raffle chances shall be sold only within the boundaries of the city.
- (H) Licenses to conduct a "Queen of Hearts" raffle shall be issued to bona fide religious, charitable, labor, fraternal, educational, or veterans' organizations that operate without profit to their members, and which have been in existence continuously for a period of **five (5) years** immediately before making application for a license and which have had during that entire **five (5) year** period a bona fide membership engaged in carrying out their objectives.
- (I) The above-mentioned types of organizations shall be defined pursuant to the Illinois Raffles and Poker Runs Act (230 ILCS 15/1 *et seq.*), and incorporated herein.
- (J) No person or organization shall be issued more than **one (1) license** in a period of **one (1) week**.
- (K) The manager of a Queen of Hearts raffle game shall give a fidelity bond in the sum of **Twenty-Five Thousand Dollars (\$25,000.00)** in favor of the organization conditioned upon his honesty in the performance of his duties. The Mayor or his designated representative is authorized to waive requirement for bond by including a waiver provision in the license issued, provided that the license containing such waiver provision shall be granted only by unanimous vote of the members of the licensed organization. The terms of the bond shall provide that notice shall be given in writing to the licensing authority not less than **thirty (30) days** prior to its cancellation.
- (L) Any license issued hereunder shall be non-transferable.
- (M) Fees. The fee for a "Queen of Hearts" raffle license issued under this Article shall be **Twenty-Five Dollars (\$25.00)** each time a license is issued. The license issued pursuant to this section for a "Queen of Hearts" raffle shall be valid for **one (1) raffle** until the "Queen of Hearts" is selected and shall be conducted during a specified period not to exceed **fifty-four (54) weeks** and may be suspended or revoked for any violation of this section.
- (N) All operation of and the conduct of Queen of Hearts raffles shall be under the supervision of a single manager designated by the organization.

PROPOSED RESOLUTION NO. 29-'26

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR THE PARTICIPATION AS A MEMBER IN THE ILLINOIS EMERGENCY MANAGEMENT MUTUAL AID SYSTEM RESPONSE PURSUANT TO AN INTERGOVERNMENTAL AGREEMENT FOR THE ESTABLISHMENT OF A MUTUAL AID INTERGOVERNMENTAL SERVICE AGREEMENT

WHEREAS, the City of Fairview Heights has long since, pursuant to Ordinance, established an Emergency Management Agency/Emergency Services and Disaster Agency of the City of Fairview Heights pertaining to appropriate functions in the case of an emergency; and

WHEREAS, it is recognized that at any given time emergency situations may occur that are beyond the capacities of the City of Fairview Heights Emergency Management Agency/ Emergency Services and Disaster Agency to deal effectively with in terms of personnel, equipment and material resources; and

WHEREAS, in adopting the Illinois Emergency Management Mutual Aid System Intergovernmental Service Agreement the City of Fairview Heights, as one of the Members thereof, hereby expresses its intent to assist a nearby member jurisdiction by assigning as appropriate some of its personnel, equipment or material resources to the requesting member jurisdiction as situations allow; and

WHEREAS, said Service Agreement is authorized by the Illinois Emergency Management Act, Section 3305/13 and pursuant to the Ordinances of the City of Fairview Heights allowing for the participation in various mutual aid agreements; and

WHEREAS, it is in the best interests of the City of Fairview Heights to provide as much as possible for assistance to the residents of the City of Fairview Heights and other Members of said Mutual Aid Service Agreement.

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

Section 1: That the above and foregoing recitals are incorporated as findings of fact in this Resolution.

Section 2: That the City of Fairview Heights, a body politic, may participate as a Member of the Illinois Emergency Management Mutual Aid System pursuant to that certain Mutual Aid Intergovernmental Service Agreement which is attached to this Resolution hereto and incorporated herein and identified as "Exhibit A".

Section 3: That the Mayor be and is hereby authorized to execute, on behalf of the City of Fairview Heights said Agreement and that the City of Fairview Heights Clerk is authorized to attest to said Agreement.

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

PASSED:

APPROVED:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD - CITY CLERK

**Illinois Emergency Management
MUTUAL AID SYSTEM
AGREEMENT**

This Agreement is made and entered into the date set forth next to the signature of the respective parties, by and between the units of local government subscribed hereto (hereafter "Unit(s)") that have approved this Agreement and adopted same in manner as provided by law and are hereafter listed at the end of this Agreement.

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

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

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

WHEREAS, the parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in emergency management and the protection of life and property from an emergency or disaster; and,

WHEREAS, the parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in the preparedness and mitigation phases of emergency management; and,

WHEREAS, the parties hereto have determined that it is in their best interests to form an association to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster.

NOW, THEREFORE, in consideration of the foregoing recitals, the Unit's membership in the Illinois Emergency Management Mutual Aid System (IEMMAS) and the covenants contained herein, **THE PARTIES HERETO AGREE AS FOLLOWS:**

SECTION ONE

Purpose

Certain situations arise, including, but not limited to, emergencies, natural disasters, man-made catastrophes, and special events, in which the Parties recognize that the use of an individual Member Unit's personnel and equipment to perform functions outside the territorial limits of the Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. During such situations, one Member Unit's personnel and equipment may be called

upon to perform functions within the territorial limits of another Member Unit, as is desirable and necessary to preserve and protect the health, safety and welfare of the public. Further, it is acknowledged that coordination of mutual aid through the Illinois Emergency Management Mutual Aid System is desirable for the effective and efficient provision of mutual aid.

SECTION TWO

Definitions

For the purpose of this Agreement, the following terms as used in this agreement shall be defined as follows:

- A. "Illinois Emergency Management Mutual Aid System" (hereinafter referred to as "IEMMAS", also "Agreement"): A definite and prearranged plan whereby response and assistance is provided to a Requesting Unit by the Aiding Unit(s) in accordance with the system established and maintained by the IEMMAS member Units and amended from time to time.
- B. "Unit"; (also "Member Unit") Any unit of government, including but not limited to a city, village, or county having an Emergency Management Program, another unit of local government, or any other political subdivision of the State of Illinois, or an intergovernmental agency and the units of which such intergovernmental agency is comprised, which is a signatory to the IEMMAS Agreement, and has been appropriately authorized by their governing body to enter into the IEMMAS Agreement and otherwise and comply with the rules and regulations of IEMMAS.
- C. "Requesting Unit": Means any Unit requesting assistance of another Unit under this Agreement.

- D. "Aiding Unit": A Member Unit furnishing equipment, personnel, and/or services to a Requesting Unit.
- E. "Emergency": Any occurrence or condition which results in a situation where assistance is requested to supplement local efforts and capabilities to save lives, protect property and protect the public health and safety, or to lessen or avert the threat of a catastrophe or Disaster or other Serious Threat to Public Health and Safety.
- F. "Disaster": An occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from a natural or human-made cause, including fire, severe weather event, environmental contamination, utility failure, radiological incident, structural collapse, explosion, transportation accident, hazardous materials incident, epidemic, pandemic, or any other calamity.
- G. "IEMMAS Regions": The geographically associated Member Units or unit of which have been grouped for operational efficiency and representation of those Member Units. The State of Illinois shall be divided into eight (8) regions which as identified by Exhibit A, hereto attached and incorporated by this reference.
- H. "Training": The regular scheduled practice of emergency procedures during non-emergency drills or exercises to implement the necessary joint operations of IEMMAS.
- I. "IEMMAS Board": The governing body of IEMMAS shall be comprised of elected representatives from each of the Member Units of the IEMMAS, in the manner detailed by this Agreement.
- J. "Special Event": Any non-routine event, that places a strain on any Member Unit's

resources. Such an event may, but is not required to, involve a large number of people. Such an event should generally require additional planning, preparation, and mitigation for public safety.

- K. "Emergency Management Coordinator": Means the Emergency Management Coordinator or agency head of a Unit, or their designee.
- L. "Emergency Management Staff": includes any person who is an authorized employee or agent of a Unit. An Emergency Management Staff includes, without limitation, the following: full time, part time, volunteer, paid-on-call, paid on premises, and contracted personnel, as well as emergency operations center staff, support personnel, and authorized members of non-governmental response Units.
- M. "Emergency Services": means the provision of personnel, equipment, or other support to a Requesting Unit in the preparedness of, prevention of, response to, recovery from, or mitigation of any Disaster, Emergency, or Special Event, and includes joint training for the provision of any such services by a Unit.
- N. "Initial Governing Board": The first Governing Board of IEMMAS established after two or more Public Agencies enter into this Agreement.
- O. "Public Agency": A public agency shall have the same meaning as in the Illinois Intergovernmental Cooperation Act (5 ILCS 220/2(1)).
- P. "IEMMAS Regional Directors": The elected members of the Governing Board, representing the IEMMAS Regions.

SECTION THREE

Authority and Action to Effect Mutual Aid

The Parties hereby authorize and direct their respective Emergency Management Coordinators, to take any reasonably necessary and proper action to render and request Mutual Aid to and from the other Parties to the Agreement, and to participate in Training activities, in furtherance of effective and efficient provision of Mutual Aid pursuant to this Agreement.

In accordance with a Party's policies and within the authority provided to its Emergency Management Coordination, upon an Aiding Unit's receipt of a request from a Requesting Unit for Emergency Services, the Emergency Management Coordinator may commit the requested Mutual Aid in the form of Emergency Management Staff, and/or Emergency Services to the Requesting Unit. All Mutual Aid rendered shall be to the extent of available personnel and equipment, taking into consideration the resources required for adequate protection of the territorial limits of the Aiding Unit. The decision of the Emergency Management Coordinator of the Aiding Unit as to the personnel and equipment available to render aid, if any, shall be final.

Whenever an Emergency, Disaster, or Special Event occurs and conditions are such that the Emergency Management Coordinator of the Requesting Unit determines it advisable to request aid pursuant to this Agreement he shall notify the Aiding Unit of the nature and location of the Emergency, Disaster, or Special Event, and the type and amount of equipment, Emergency Management Staff, and/or Emergency Services requested from IEMMAS.

The Emergency Management Coordinator of the Aiding Unit shall take the following action immediately upon being requested for aid:

1. Determine what equipment, Emergency Management Staff, and/or Emergency Services is requested;
2. Determine if the requested equipment, Emergency Management Staff, and/or Emergency Services can be committed in response to the request from the

Requesting Unit;

3. Dispatch the requested equipment, Emergency Management Staff and/or Emergency Services is, to the extent available, to the location of the event or location reported by the Requesting Unit in accordance with the procedures of IEMMAS; and
4. Notify the Requesting Unit if any or all of the requested equipment, Emergency Management Staff, and/or Emergency Services cannot be provided.

SECTION FOUR

Compensation for Aid

Equipment, Emergency Management Staff, and/or Emergency Services provided pursuant to this Agreement shall be at no charge to the party requesting aid; however, any expenses recoverable from third parties, including but not limited to reimbursements, fees, grants, or insurance proceeds tied to the events from which the Emergency, Disaster, or Special Event arose, shall be equitably distributed among responding parties, in the manner described by this Section Four of the Agreement.

Nothing herein shall operate to bar any recovery of funds from any third party, local, state, or federal agency under any existing statutes, or other authority. Each Aiding Unit is responsible for the compensation of its Emergency Responders providing Mutual Aid, equipment expenses, Emergency Services, and for any additional costs incurred to ensure its jurisdiction has adequate resources during the rendering of Mutual Aid.

Day-to-day Mutual Aid should remain free of charge because the administrative

requirements of reimbursement make it infeasible to charge for day-to-day Mutual Aid. However, the following exceptions may apply:

1. **Third Party Reimbursement.** – Expenses for Emergency Services recovered from third parties shall be proportionally distributed to all participating Units by the Unit recovering such payment from a third party. The Unit responsible for seeking payment from a third party shall provide timely notice to Aiding Units of a date by which submission of a request for reimbursement must be received. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the incident by each Aiding Unit. These costs include personnel, use of equipment and materials provided, damage or loss of equipment, use of facilities, and any other costs associated with the Aid provided that may be recoverable. The Unit recovering payment from a third party shall notify Aiding Units that such payment has been made, and such Unit will reimburse the other Aiding Units. If the third party payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.
2. **Intrastate Emergency Management Agency Tasking.** Expenses recovered related to a response to an Emergency or Disaster at the request of The Illinois Emergency Management Agency and Office of Homeland Security (IEMA-OHS) or other State or federal authority shall be based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Aiding Unit. These costs include personnel, use of equipment and materials provided, damage or loss of equipment, use of facilities, and any other costs associated with the aid that may be recoverable. The Unit recovering payment from the State or Federal Government shall notify Aiding Units that

such payment has been made, and such Unit will reimburse the other Aiding Units. If the payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.

3. Interstate Emergency Management Assistance Compact ("EMAC") Response - Expenses recovered related to a response to an Emergency or Disaster at the request of another emergency management agency or the authority of another state government pursuant to an EMAC response. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Aiding Unit. These costs include personnel, use of equipment and materials provided, damage or loss of equipment, use of facilities, and any other costs associated with the aid that may be recoverable. If these payments are not made directly to the participating Units, the Unit recovering payment from another state or emergency management agency shall notify Aiding Units that such payment has been made, and such Unit will reimburse the other Aiding Units. If the payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.

SECTION FIVE

Insurance

Each Party shall procure and maintain, at its sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, workers' compensation, auto, and, if applicable, watercraft, aircraft, or drone liability. The obligations of

this Section may be satisfied by a Party's membership in a self-insurance pool, a self-insurance plan, or arrangement with an insurance provider approved by the jurisdiction. To the extent permitted by governing law, each Party agrees to waive subrogation rights it may acquire, and to require any insurer to waive subrogation rights they may acquire, by virtue of the payment of claims, suits, or other loss arising out of this Agreement, and shall, as to any insurer, obtain any endorsement necessary to effectuate such waiver of subrogation.

SECTION SIX

Jurisdiction Over Personnel, Equipment, and Assets

Emergency Management Staff, equipment, or other assets dispatched to aid a Requesting Unit pursuant to this Agreement shall, at all times, remain employees, agents, or equipment of the Aiding Unit, and are entitled to receive any benefits and compensation to which they may otherwise be entitled under the laws, regulations, or ordinances of the United States of America, their respective States, and their respective political subdivisions. This includes, but is not limited to, benefits for pension, relief, disability, death, and workers' compensation. If a person from an Aiding Unit is injured or killed while rendering assistance under this Agreement, benefits shall be afforded in the same manner and on the same terms as if the injury or death were sustained while the person from the Aiding Unit was rendering assistance for or within the Aiding Unit's own jurisdiction.

Emergency Management Staff, equipment, or other assets of the Aiding Unit will come under the operational control of the Requesting Unit's Emergency Management Coordinator, or other appropriate authority, until released or withdrawn. The Aiding Unit shall, at all times, have the right to withdraw any and all aid upon the order of its Emergency Management Coordinator.

The Aiding Unit shall notify the Requesting Unit of the extent of any withdrawal, and coordinate the withdrawal to minimize jeopardizing the safety of the operation or other personnel.

If, for any reason, an Aiding Unit determines that it cannot respond to a Requesting Unit, the Aiding Unit shall promptly notify the Requesting Unit of the Aiding Unit's inability to respond; however, failure to promptly notify the Requesting Party of such inability to respond shall not be deemed to be noncompliance with the terms of this Agreement and no liability may be assigned. No liability of any kind shall be attributed to or assumed by a Party, for failure or refusal to render aid, or for withdrawal of aid.

The obligations and duties set forth in this Section shall survive the end or termination of this Agreement.

SECTION SEVEN

Liability

Each Party will be solely responsible for the acts of its own governing body, officers, employees, agents, and subcontractors, expressly including, but not limited to, all of its Emergency Management Staff, the costs associated with those acts, and the defense of those acts. No Party shall be responsible to another Party for any liability or costs arising from the act of an employee or agent of another Party. Each Party hereto shall hold all other Parties hereto harmless for any liability or costs arising from the act of an employee or agent of another Party. The Provisions of this Section shall survive the termination of this Agreement by any Party.

Any Party responding under this Agreement to another state shall be considered agents of the Requesting Unit in the other state for tort liability and immunity purposes related to third-party claims to the extent permissible under the laws of both states. Nothing in this Section shall

be deemed a waiver by any Party of its right to dispute any claim or assert statutory and common law immunities as to third parties.

SECTION EIGHT

Term

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one-year terms unless terminated in accordance with this Section.

Any party hereto may terminate its participation in this Agreement at any time, provided that the party wishing to terminate its participation in this Agreement shall give written notice to the IEMMAS specifying the date of termination, such notice to be given at least 90 calendar days prior to the specified date of termination of participation. The written notice provided herein shall be given by personal delivery, registered mail, or certified mail.

SECTION NINE

Effectiveness

This Agreement shall be in full force and effective for each Party, upon approval by that Party's governing body in the manner provided by law and upon proper execution of this Agreement.

SECTION TEN

Binding Effect

This Agreement shall be binding upon and inure to the benefit of any successor of entity

which may assume the obligations of any party hereto. Provided, however, that this Agreement may not be assigned by a Member Unit without prior written consent of the parties hereto; and this Agreement shall not be assigned by IEMMAS without prior written consent of the parties hereto.

SECTION ELEVEN

Validity

The invalidity of any provision of this Agreement shall not render invalid any other provision. 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.

SECTION TWELVE

Notices

Notices given under this Agreement shall be in writing and shall be delivered by one or more of the following processes: personally delivered, sent by express delivery service, certified mail, or first-class US mail postage prepaid to the head of the governing body of the participating Member Unit.

SECTION THIRTEEN

Governing Law

This Agreement shall be governed, interpreted, and construed in accordance with the laws of the State of Illinois.

SECTION FOURTEEN

Execution in Counterparts

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.

SECTION FIFTEEN

IEMMAS Board

By agreement by and between each Member Unit to this Agreement, there shall exist a third party Public Agency, created by the Member Unit parties to this agreement, which shall be known as the Illinois Emergency Management Mutual Aid System (hereinafter referred to as "IEMMAS"). IEMMAS shall be considered a Public Agency, as that term is defined in 5 ILCS 220/2(1). The Public Agency IEMMAS shall have a governing board, consistent with the meaning of the phrase "governing board" in 5 ILCS 220/2(1), which shall be known as the "IEMMAS Board."

The IEMMAS Board is hereby identified as the authority to consider, adopt and amend from time to time, as needed, rules, procedures, by-laws, and any other matters deemed necessary. For the avoidance of doubt, it is expressly understood that as a Public Body, the IEMMAS Board shall be subject to the Illinois Open Meetings Act (5 ILCS 120/1-1, et seq.), Illinois Freedom of Information Act (5 ILCS 140/1-1, et seq.), and any other laws and regulations of the state for which Public Bodies must comply.

An Initial Governing Board, created upon enactment of the IEMMAS agreement by two or more Public Agencies, shall serve as the IEMMAS Board. One (1) representative from each of

the eight (8) IEMMAS regions, the State of Illinois shall be divided into eight (8) regions as identified by Exhibit A. Such representatives shall be selected by the President of IESMA, and along with the President of IESMA, (a total of nine (9) individuals), who shall serve as the Initial Governing Board of IEMMAS. If a member of the Initial Governing Board is not able to complete their term, the IESMA President shall appoint a replacement with a candidate from the same IEMMAS region as the person who was unable to complete the term. If there are no parties interested in the position from the IEMMAS region, the IESMA President can then appoint a replacement from any of the IEMMAS regions to finish the term.

The Initial Governing Board shall identify the process to be used for the election of the permanent IEMMAS Board members. The proposed election process shall be approved by a vote of the eight (8) interim IEMMAS Regional Directors with a simple majority. If the vote on the election process should result in a split decision, the IESMA president shall cast the tie breaking vote. The Initial Governing Board shall conduct the election process to identify the eight (8) IEMMAS Regional Directors.

After the eight (8) IEMMAS Regional Directors have been duly elected, a date to transfer the responsibilities from the Initial Governing Board to the IEMMAS board shall be determined. Upon the transfer of responsibilities, all governing board powers are hereby transferred to the elected IEMMAS Board.

The composition IEMMAS Board after the Initial Governing Board have served their term shall consist of the following:

A. Eight (8) IEMMAS Regional Directors elected from each of the eight (8) IEMMAS Regions.

B. The President of IESMA, or their designee, will hold a permanent, and non-

elective IEMMAS Board membership.

The eight (8) IEMMAS Regional Directors shall serve as the voting representative of their region on IEMMAS matters. Those elected to represent their region on the IEMMAS Board may appoint a designee to serve temporarily in their stead. The eight (8) IEMMAS Regional Directors shall be from a Member Unit within their respective IEMMAS Region and shall have all rights and privileges attendant to a representative of that region. Every Governing Board Member must be affiliated by employment with, or relation to, a signatory Member Unit.

The Public Agency IEMMAS shall have a President, Vice President, Secretary, and Treasurer who shall be appointed by and from the elected members of the IEMMAS Board, at its discretion. The officers shall have the duties, responsibilities and powers accorded to them by the Bylaws of IEMMAS as the Bylaws are established and may be amended from time to time by the IEMMAS Board.

SECTION SIXTEEN

Duties of the IEMMAS Board

The IEMMAS Board shall meet regularly to conduct business and to consider and publish the rules and procedures of the IEMMAS.

SECTION SEVENTEEN

Rules and Procedures

The IEMMAS Board shall establish rules and procedures of the IEMMAS as deemed necessary for the purpose of administrative functions, the exchange of information and the common welfare of the IEMMAS, subject to the laws governing Public Bodies in the State of

Illinois.

SECTION EIGHTEEN

Revocation of Prior Agreements

This Agreement shall replace all prior Illinois Emergency Management Mutual Aid System agreements effective at 12:01 a.m. Central Standard Time on January 1, 2025. Any Member Unit that has not become a Party to this Agreement by 12:01 a.m. Central Standard Time on January 1, 2025, shall no longer be affiliated with IEMMAS in any capacity, shall not continue to benefit from its prior association with IEMMAS, and shall not rely on IEMMAS for emergency responses, until subsequently rejoining IEMMAS by the adoption of an approving ordinance or resolution and entering into this Agreement, as may be amended from time to time. The effective date for any new Member Unit joining after January 1, 2025, shall be the date set forth next to the signature of that new Member Unit.

SECTION NINETEEN

Amendments

This Agreement may only be amended by written consent of all the parties hereto. This shall not preclude the amendment of rules, procedures of the IEMMAS as established by the IEMMAS Board to this Agreement. The undersigned unit of local government or public agency hereby has adopted, and subscribes to, and approves this MUTUAL AID SYSTEM Agreement to which this signature page will be attached and agrees to be a party thereto and be bound by the terms thereof.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF,

This Signatory certifies that this Illinois Emergency Management Mutual Aid System Agreement has been adopted and approved by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto. A certified copy of the approving ordinance, resolution or authority, along with the executed Agreement is included and shall be sent to the IEMMAS Board.

In Witness Whereof, the Signatory Public Agency designated below enters into this agreement with all other Signatory Public Agencies who have signed or will sign this agreement pursuant to legal authorization granted to is under the Constitution of the State of Illinois (Ill. Const. Art. VII, § 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and the final approval required of an entity such as the undersigned Public Agency

Public Agency Name

By: _____
Legally Authorized Agent

Printed Name: _____

Title: _____

Date: _____

State of Illinois)
) ss
County of _____)

_____, after being duly sworn on oath, deposes and states under penalty of perjury that he/she is the duly authorized agent for the Public Agency shown above, that he/she has read the agreement in its entirety, that the entity shown above the "Public Agency Name" line, above, is a Public Agency within the meaning of 5 ILCS 220/1 et seq. and that he/she signs this document pursuant to proper authority granted by that public agency.

EXHIBIT A



PROPOSED RESOLUTION NO. 30-‘26

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER
INTO A CONTRACT ON BEHALF OF THE CITY OF
FAIRVIEW HEIGHTS WITH MAYER LANDSCAPING, INC.
FOR THE PEARSON DRIVE AND WALTER AVENUE
ROADWAY IMPROVEMENTS**

WHEREAS, the City has advertised for bids for labor, materials, and equipment for roadway improvements including demolition, grading, pavement, curb and gutter, storm sewer, retaining wall, and incidentals for Pearson Drive and Water Avenue; and

WHEREAS, Mayer Landscaping, Inc. has submitted the lowest and best bid in the interest of the City pursuant to such advertisement for bid.

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

That the Mayor be and is hereby authorized to enter into, on behalf of the City, a contract with Mayer Landscaping, Inc., 3620 High Prairie School Road, Belleville, Illinois 62220 for work related to the Pearson Drive and Walter Avenue Roadway Improvements for the sum of SIX HUNDRED ELEVEN THOUSAND NINE HUNDRED THIRTY DOLLARS AND SIX CENTS (611,930.06) pursuant to the proposal documents attached hereto and marked “Exhibit A.”

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

PASSED:

APPROVED:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD – CITY CLERK



Local Public Agency Formal Contract

Contractor's Name

Mayer Landscaping, Inc

Contractor's Address

3620 High Prairie School Road

City

Belleville

State

IL

Zip Code

62220

STATE OF ILLINOIS

Local Public Agency

City of Fairview Heights

County

St. Clair

Section Number

Street Name/Road Name

Pearson Drive, Walter Avenue

Type of Funds

Home Rule

☐ CONTRACT BOND (when required)

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature & Date

Submitted/Approved

County Engineer/Superintendent of Highways Signature & Date

For a Municipal Project

Submitted/Approved/Passed

Signature & Date

Official Title

Department of Transportation

☐ Concurrence in approval of award

Regional Engineer Signature & Date

Local Public Agency	Local Street/Road Name	County	Section Number
City of Fairview Heights	Pearson Drive, Walter Avenue	St. Clair	

- THIS AGREEMENT, made and concluded the _____ day of _____ between the City _____ of Fairview Heights _____, known as the party of the first part, and Mayer Landscaping, Inc _____, its successor, and assigns, known as the party of the second part.
- For and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring this contract, the party of the second part agrees with said party of the first part, at its own proper cost and expense, to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this contract.
- It is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section _____ in City of Fairview Heights _____, approved by the Illinois Department of Transportation on _____, are essential documents of this contract and are a part hereof.
- IN WITNESS WHEREOF, the said parties have executed this contract on the date above mentioned.

Attest: The _____ City _____ of Fairview Heights _____
Local Public Agency Type Name of Local Public Agency

Clerk Signature & Date

(SEAL, if required by the LPA)

Party of the First Part Signature & Date

By:

(If a Corporation)

Corporate Name

President, Party of the Second Part Signature & Date

By:

(If a Limited Liability Corporation)

LLC Name

Manager or Authorized Member, Party of the Second Part

By:

(If a Partnership)

Partner Signature & Date

Partner Signature & Date

Partners doing Business under the firm name of
Party of the Second Part

(If an individual)

Party of the Second Part Signature & Date

Attest:

Secretary Signature & Date

(SEAL, if required by the LPA)



Illinois Department of Transportation

SCHEDULE OF PRICES

County St. Clair
Local Public Agency Fairview Heights
Section _____
Route Pearson Dr

Schedule for Multiple Bids

Combination Letter	Sections Included in Combinations	Total

Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Bidder's Proposal for making Entire Improvements

Item No.	Items	Unit	Quantity	Unit Price	Total
20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	135	\$42.05	\$5,676.75
20100500	TREE REMOVAL, ACRES	ACRE	0.11	\$22,712.20	\$2,498.34
20200100	EARTH EXCAVATION	CU YD	1450	\$35.00	\$50,750.00
20800150	TRENCH BACKFILL	CU YD	84.2	\$52.70	\$4,437.34
25000115	SEEDING, CLASS 1B	ACRE	0.37	\$8,240.00	\$3,048.80
25000400	NITROGEN FERTILIZER NUTRIENT	POUND	33.3	\$1.30	\$43.29
25000500	PHOSPHOROUS FERTILIZER NUTRIENT	POUND	33.3	\$1.30	\$43.29
25000600	POTASSIUM FERTILIZER NUTRIENT	POUND	33.3	\$1.30	\$43.29
25000700	AGRICULTURAL GROUND LIMESTONE	TON	0.8	\$248.40	\$198.72
25100900	TURF REINFORCEMENT MAT	SQ YD	342	\$7.30	\$2,496.60
25100115	MULCH, METHOD 2	ACRE	0.37	\$9,885.00	\$3,657.45
28000400	PERIMETER EROSION BARRIER	FOOT	1053	\$3.45	\$3,632.85
28000500	INLET AND PIPE PROTECTION	EACH	12	\$297.45	\$3,569.40
28100107	STONE RIPRAP, CLASS A4	SQ YD	47	\$129.35	\$6,079.45
31100500	SUBBASE GRANULAR MATERIAL, TYPE A 6"	SQ YD	133.5	\$23.10	\$3,083.85
35100700	AGGREGATE BASE COURSE, TYPE A 8"	SQ YD	4054.6	\$13.75	\$55,750.75
40200500	AGGREGATE SURFACE COURSE, TYPE A 6"	SQ YD	4.9	\$237.60	\$1,164.24
40201000	AGGREGATE FOR TEMPORARY ACCESS	TON	100	\$43.30	\$4,330.00
40600275	BITUMINOUS MATERIALS (PRIME COAT)	POUND	7456	\$1.80	\$13,420.80
40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	746	\$3.30	\$2,461.80
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	16.8	\$231.10	\$3,882.48
40603085	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N70	TON	835.1	\$135.95	\$113,531.85
40604052	HOT-MIX ASPHALT SURFACE COURSE, MIX "C", N70	TON	371.2	\$164.25	\$60,969.60
40604090	HOT-MIX ASPHALT SURFACE COURSE, MIX "C", N30	TON	9.3	\$385.45	\$3,584.69
42300200	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6"	SQ YD	378.4	\$99.90	\$37,802.16
42400100	PORTLAND CEMENT CONCRETE SIDEWALK 4 INCH	SQ FT	16	\$175.70	\$2,811.20
44000100	PAVEMENT REMOVAL	SQ YD	95	\$31.65	\$3,006.75
44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	596	\$4.80	\$2,860.80
44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	52	\$18.25	\$949.00
44004000	PAVED DITCH REMOVAL	FOOT	157	\$6.05	\$949.85
50104400	CONCRETE HEADWALL REMOVAL	EACH	3	\$316.40	\$949.20
50105220	PIPE CULVERT REMOVAL	FOOT	236	\$4.00	\$944.00
54213657	PRECAST REINFORCED CONCRETE FLARED END SECTION 12"	EACH	4	\$1,695.00	\$6,780.00
54213663	PRECAST REINFORCED CONCRETE FLARED END SECTION 18"	EACH	1	\$2,085.00	\$2,085.00
542A0217	PIPE CULVERTS, CLASS A, TYPE 1 12"	FOOT	48	\$53.20	\$2,553.60
550A0050	STORM SEWERS, CLASS A, TYPE 1 12"	FOOT	86	\$87.10	\$7,490.60
550A0090	STORM SEWERS, CLASS A, TYPE 1 18"	FOOT	47	\$80.80	\$3,797.60
550A0340	STORM SEWERS, CLASS A, TYPE 2 12"	FOOT	369	\$71.50	\$26,383.50
550A0380	STORM SEWERS, CLASS A, TYPE 2 18"	FOOT	38	\$76.50	\$2,907.00
55100500	STORM SEWER REMOVAL 12"	FOOT	169	\$5.40	\$912.60
55100700	STORM SEWER REMOVAL 15"	FOOT	142	\$6.40	\$908.80
56100700	WATER MAIN 8"	FOOT	34	\$539.35	\$18,337.90

RETURN WITH BID

Bidder's Proposal for making Entire Improvements

Item No.	Items	Unit	Quantity	Unit Price	Total
56400400	FIRE HYDRANTS TO BE RELOCATED	EACH	1	\$4,995.95	\$4,995.95
60218400	MANHOLES, TYPE A, 4' DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	5	\$4,407.70	\$22,038.50
60236200	INLETS, TYPE A, TYPE 8 GRATE	EACH	1	\$1,820.00	\$1,820.00
60240301	INLETS, TYPE B, TYPE 8 GRATE	EACH	2	\$2,056.80	\$4,113.60
60500040	REMOVING MANHOLES	EACH	2	\$227.75	\$455.50
60500060	REMOVING INLETS	EACH	3	\$227.80	\$683.40
*72400205	REMOVE AND RELOCATE SIGN PANEL ASSEMBLY - TYPE A	EACH	5	\$284.55	\$1,422.75
*72800100	TELESCOPING STEEL SIGN SUPPORT	FOOT	27	\$29.90	\$807.30
*X0320050	CONSTRUCTION LAYOUT (SPL)	LSUM	1	\$11,735.00	\$11,735.00
*X2003002	LANDSCAPE EDGING	FOOT	28	\$32.40	\$907.20
*X0327301	RELOCATE EXISTING MAILBOX	EACH	20	\$337.90	\$6,758.00
*X1200246	WATERMAIN CASING PIPE	FOOT	25	\$63.60	\$1,590.00
*X2810844	REMOVE EXISTING RIPRAP	SQ YD	57	\$16.65	\$949.05
*X5220102	RETAINING WALL REMOVAL	FOOT	99	\$9.60	\$950.40
*X6024242	INLETS, SPECIAL, NO. 1	EACH	3	\$4,323.00	\$12,969.00
*X6061815	COMBINATION CONCRETE CURB AND GUTTER, TYPE M (SPECIAL)	FOOT	1959.2	\$28.35	\$55,543.32
*X6026050	SANITARY MANHOLES TO BE ADJUSTED	EACH	1	\$1,732.05	\$1,732.05
*X6640630	WOOD FENCE TO BE REMOVED AND RE-ERECTED	FOOT	10	\$280.60	\$2806.00
*X7010216	TRAFFIC CONTROL AND PROTECTION (SPECIAL)	L SUM	1	\$1,900.00	\$1,900.00
*X7240600	REMOVE AND RE-ERECT EXISTING SIGN	EACH	1	\$281.15	\$281.15
*Z0012450	CONCRETE STEPS	CU YD	1.9	\$1,863.55	\$3,540.75
*Z0012455	CONCRETE STEP REMOVAL	EACH	1	\$474.60	\$474.60
*	POP-UP DRAINAGE EMITTER	EACH	3	\$495.75	\$1,487.25
*	WATER METER TO BE ADJUSTED	EACH	3	\$394.70	\$1,184.10
TOTAL					\$611,930.06

*INDICATES SPECIALTY ITEM

PROPOSED RESOLUTION NO. 31-‘26

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO PURCHASE AGREEMENTS FOR VARIOUS MATERIALS AND SERVICES FOR PUBLIC RIGHT-OF-WAY MAINTENANCE PURPOSES FOR USE BY THE PUBLIC WORKS DEPARTMENT.

WHEREAS, the Public Works Department is and will be in need from time to time of various materials and services for public right-of-way maintenance purposes; and

WHEREAS, bids have been received by the City in response to advertisement for bids for such various materials and services for maintenance purposes, which bids are the best bids in the interest of the City; and

WHEREAS, funding for the purchase of these various materials and services will be provided from the City's Motor Fuel Tax funds.

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

That the Mayor be and is hereby authorized to enter into on behalf of the City from time to time, purchase agreements of various materials and services for maintenance purposes for use by the Fairview Heights Public Works Department as follows:

ASPHALT SALES AND PRODUCTS, INC. for 100 tons of bituminous material cold patch at a unit price of ONE HUNDRED FIFTEEN DOLLARS AND NO CENTS (\$115.00) per ton for a total of ELEVEN THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$11,500.00), as indicated in Asphalt Sales and Products, Inc.'s proposal and attached as "Exhibit A" and incorporated herein; and

CONCRETE SUPPLY OF ILLINOIS for 320 cubic yards of Portland cement concrete at a unit price of ONE HUNDRED FIFTY DOLLARS AND NO CENTS (\$150.00) per cubic yard for a total of FORTY-EIGHT THOUSAND DOLLARS AND NO CENTS (\$48,000.00), as indicated in Concrete Supply of Illinois' proposal and attached as "Exhibit B" and incorporated herein; and

COLUMBIA QUARRY COMPANY for 1,000 tons of CA-6 aggregate at a unit price of SEVEN DOLLARS AND SIXTY CENTS (\$7.60) per ton for a total of SEVEN THOUSAND SIX HUNDRED DOLLARS AND NO CENTS (\$7,600.00), as indicated in Columbia Quarry Company's proposal and attached as "Exhibit C" and incorporated herein.

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

PASSED:

APPROVED:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD – CITY CLERK

"EXHIBIT A"

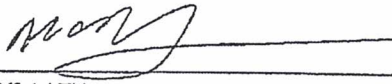


**Illinois Department
of Transportation**

**Local Public Agency Material
Proposal or Deliver & Install Proposal**

Proposal Submitted By:			
Contractor's Name			
Asphalt Sales and Products, Inc.			
Contractor's Address		City	State
Plant: 35 Commerce Drive		Lebanon	IL
			Zip Code
			62254
Office: P.O. Box 11, Mascoutah, IL 62258-0011			
STATE OF ILLINOIS			
Local Public Agency		County	Section Number
City of Fairview Heights		St. Clair	27-00000-00-GM
Street Name/Road Name		Type of Funds	
Various		MFT	
☒ Material proposal ☐ Deliver and Install Proposal ☐ Plans			

For a County and Road District Project
Submitted/Approved
Highway Commissioner Signature & Date
Submitted/Approved
County Engineer/Superintendent of Highways Signature & Date

For a Municipal Project
Submitted/Approved/Passed
Signature & Date
 2/14/25
Official Title
Mayor

Department of Transportation
☒ Released for bid based on limited review
Regional Engineer Signature & Date
 MAR 04 2026

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

Local Public Agency	County	Section Number
City of Fairview Heights	St. Clair	27-00000-00-GM

NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of City Clerk

10025 Bunkum Road, Fairview Heights, IL 62208	Name of Office
Address	until 3:00 PM on 04/08/26
	Time Date

1. Plans and proposal forms will be available in the office of

the City Clerk, 10025 Bunkum Road, Fairview Heights, IL 62208

2. ☐ Prequalification

If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57) in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and one original with the IDOT District Office.

- The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Material/Deliver and Install Proposals.
- A proposal guaranty in the proper amount, as specified in the BLRS Special Provision for Bidding Requirements and Conditions for Material/Deliver and Install Proposals, will be required. See the attached Special Provisions for specific instructions for proposal guaranty for this proposal packet.
- The successful bidder at the time of execution of the contract will be required to deposit a contract bond or proposal guaranty as provided for in the special provisions. Failure on the part of the contractor to deliver the material within the time specified or to do the work specified herein will be considered just cause to forfeit his surety as provided in Article 108.10 of the Standard Specifications.
- Proposals shall be submitted on forms furnished by the Awarding Authority and shall be enclosed in an envelope endorsed "Material Proposal, Section 27-00000-00-GM".

By Order of

Awarding Authority

City Council of Fairview Heights

County Engineer/Superintendent of Highways/
Municipal Clerk

Karen J. Kaufhold

Date

2-24-26

Material Proposal or Deliver & Install Proposal

To

Awarding Authority

City Council of Fairview Heights

Awarding Authority Address	City	State	Zip Code
10025 Bunkum Road	Fairview Heights	IL	62208

If this bid is accepted within 45 days from the date of opening, the undersigned agrees to furnish or to deliver & install any or all of the materials, at the quoted unit prices, subject to the following:

- It is understood and agreed that the "Standard Specifications for Road and Bridge Construction", adopted 01/01/22 and the "Supplemental Specifications and Recurring Special Provisions", adopted 01/01/26, prepared by the Department of Transportation, shall govern insofar as they may be applied and insofar as they do not conflict with the special provision and supplemental specifications attached hereto.
- It is understood that quantities listed are approximate only and that they may be increased or decrease as may be needed to properly complete the improvement within its present limits or extensions thereto, at the unit prices stated and that bids will be compared on the basis of total price bid for each group.
- Delivery in total or partial shipments as ordered shall be made within the time specified in the special provisions or by the acceptance at the point and in the manner specified in the "Schedule of Prices". If delivery on the job site is specified, it shall mean any place or paces on the road designed by the awarding authority or its authorized representative.
- The contractor and/or local public agency performing the actual material placement operations shall be responsible for providing work zone traffic control, unless otherwise specified in this proposal. Such devices shall meet the requirements of and be installed in accordance with applicable provisions of the "Illinois Manual on Uniform Traffic Control Devices" and any referenced Illinois Highway Standards.

Local Public Agency

County

Section Number

City of Fairview Heights

St. Clair

27-00000-00-GM

5. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. The proposal guaranty as specified in the special provisions is attached.

If a bid bond is allowed or required, Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to: _____ Treasurer of _____.

The amount of the check is Bid Bond 5% (_____).

Attach Cashier's Check or Certified Check Here

In the event that one proposal guaranty check is intended to cover two or more bid proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual bid proposal. If the proposal guaranty check is placed in another bid proposal, state below where it may be found.

The proposal guaranty check will be found in the bid proposal for: Section Number 27-00000-00-GM).

Discounts will be allowed for payment as follows: _____ calendar days _____ calendar days

Discounts will not be considered in determining the low bidder

Bidder

Asphalt Sales and Products, Inc.

By

Title

Kenneth J. Kilian President/Treasurer

Address

City

State

Zip Code

Plant: 35 Commerce Drive

Lebanon

IL

62254



**Illinois Department
of Transportation**

Material Proposal Schedule of Prices

Local Public Agency

County

Section Number

City of Fairview Heights

St. Clair

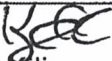
27-00000-00-GM

Material Proposal Schedule of Prices

Group No.	Item(s)	Delivery	Unit	Quantity	Unit Price	Total
2.	BIT MAT COLD PATCH	F.O.B. PLANT	TON	100	115.00	11,500.00
2.	FURNISH AND APPLY	VARIOUS	CY	320		No Bid
	PC CONCRETE	STREETS				
2.	AGGREGATE CA-6	F.O.B. PLANT	TON	1000		No Bid

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

Bidder Signature & Date


Kenneth J. Kilian

4.8.26

Address

City

State

Zip Code

Plant: 35 Commerce Drive

Lebanon

IL

62254

"EXHIBIT B"



**Illinois Department
of Transportation**

**Local Public Agency Material
Proposal or Deliver & Install Proposal**

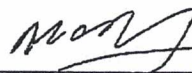
Proposal Submitted By:			
Contractor's Name			
CONCRETE SUPPLY OF ILLINOIS			
Contractor's Address		City	State Zip Code
ONE RACEHORSE DRIVE		EAST SAINT LOUIS	IL 62205

STATE OF ILLINOIS

Local Public Agency	County	Section Number
City of Fairview Heights	St. Clair	27-00000-00-GM
Street Name/Road Name		Type of Funds
Various		MFT

☒ Material proposal ☐ Deliver and Install Proposal ☐ Plans

For a County and Road District Project
Submitted/Approved
Highway Commissioner Signature & Date
Submitted/Approved
County Engineer/Superintendent of Highways Signature & Date

For a Municipal Project
Submitted/Approved/Passed
Signature & Date
 2/24/26
Official Title
Mayor

Department of Transportation
 Released for bid based on limited review
Regional Engineer Signature & Date
 MAR 04 2026

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

Local Public Agency	County	Section Number
City of Fairview Heights	St. Clair	27-00000-00-GM

NOTICE TO BIDDERS

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10025 Bunkum Road, Fairview Heights, IL 62208

Name of Office
until 3:00 PM on 04/08/26
Time Date

1. Plans and proposal forms will be available in the office of

the City Clerk, 10025 Bunkum Road, Fairview Heights, IL 62208

2. ☐ Prequalification

If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57) in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and one original with the IDOT District Office.

3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Material/Deliver and Install Proposals.

4. A proposal guaranty in the proper amount, as specified in the BLRS Special Provision for Bidding Requirements and Conditions for Material/Deliver and Install Proposals, will be required. See the attached Special Provisions for specific instructions for proposal guaranty for this proposal packet.

5. The successful bidder at the time of execution of the contract will be required to deposit a contract bond or proposal guaranty as provided for in the special provisions. Failure on the part of the contractor to deliver the material within the time specified or to do the work specified herein will be considered just cause to forfeit his surety as provided in Article 108.10 of the Standard Specifications.

6. Proposals shall be submitted on forms furnished by the Awarding Authority and shall be enclosed in an envelope endorsed "Material Proposal, Section 27-00000-00-GM".

By Order of

Awarding Authority

City Council of Fairview Heights

County Engineer/Superintendent of Highways/
Municipal Clerk

Date

Karen J. Kaufhold

2-24-26

Material Proposal or Deliver & Install Proposal

To

Awarding Authority

City Council of Fairview Heights

Awarding Authority Address

10025 Bunkum Road

City

Fairview Heights

State

IL

Zip Code

62208

If this bid is accepted within 45 days from the date of opening, the undersigned agrees to furnish or to deliver & install any or all of the materials, at the quoted unit prices, subject to the following:

1. It is understood and agreed that the "Standard Specifications for Road and Bridge Construction", adopted 01/01/22 and the "Supplemental Specifications and Recurring Special Provisions", adopted 01/01/26, prepared by the Department of Transportation, shall govern insofar as they may be applied and insofar as they do not conflict with the special provision and supplemental specifications attached hereto.
2. It is understood that quantities listed are approximate only and that they may be increased or decrease as may be needed to properly complete the improvement within its present limits or extensions thereto, at the unit prices stated and that bids will be compared on the basis of total price bid for each group.
3. Delivery in total or partial shipments as ordered shall be made within the time specified in the special provisions or by the acceptance at the point and in the manner specified in the "Schedule of Prices". If delivery on the job site is specified, it shall mean any place or paces on the road designed by the awarding authority or its authorized representative.
4. The contractor and/or local public agency performing the actual material placement operations shall be responsible for providing work zone traffic control, unless otherwise specified in this proposal. Such devices shall meet the requirements of and be installed in accordance with applicable provisions of the "Illinois Manual on Uniform Traffic Control Devices" and any referenced Illinois Highway Standards.

Local Public Agency	County	Section Number
City of Fairview Heights	St. Clair	27-00000-00-GM

5. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid will be declared unacceptable if neither a unit price nor a total price is shown.

6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. The proposal guaranty as specified in the special provisions is attached.

If a bid bond is allowed or required, Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to: _____ Treasurer of _____.

The amount of the check is _____ (_____).

Attach Cashier's Check or Certified Check Here

In the event that one proposal guaranty check is intended to cover two or more bid proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual bid proposal. If the proposal guaranty check is placed in another bid proposal, state below where it may be found.

The proposal guaranty check will be found in the bid proposal for: Section Number 27-00000-00-GM).

Discounts will be allowed for payment as follows: N/A calendar days N/A calendar days

Discounts will not be considered in determining the low bidder

Bidder

CONCRETE SUPPLY OF ILLINOIS

By

KIAH MCCANCE

Title

SALES MANAGER

Address

ONE RACEHORSE DRIVE

City

EAST SAINT LOUIS

State

IL

Zip Code

62205



**Illinois Department
of Transportation**

Material Proposal Schedule of Prices

Local Public Agency

City of Fairview Heights

County

St. Clair

Section Number

27-00000-00-GM

Material Proposal Schedule of Prices

Group No.	Item(s)	Delivery	Unit	Quantity	Unit Price	Total
2.	BIT MAT COLD PATCH	F.O.B. PLANT	TON	100	NO BID	NO BID
2.	FURNISH AND APPLY	VARIOUS	CY	320	\$150.00	\$48,000.00
	PC CONCRETE	STREETS				
2.	AGGREGATE CA-6	F.O.B. PLANT	TON	1000	NO BID	NO BID

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

Bidder Signature & Date

Kiah M^c Lance

03/30/2026

Address

ONE RACEHORSE DRIVE

City

EAST SAINT LOUIS

State

IL

Zip Code

62205

"EXHIBIT C"



**Illinois Department
of Transportation**

**Local Public Agency Material
Proposal or Deliver & Install Proposal**

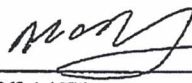
Proposal Submitted By:			
Contractor's Name			
COLUMBIA QUARRY COMPANY			
Contractor's Address	City	State	Zip Code
ONE RACEHORSE DRIVE	EAST SAINT LOUIS	IL	62205

STATE OF ILLINOIS

Local Public Agency	County	Section Number
City of Fairview Heights	St. Clair	27-00000-00-GM
Street Name/Road Name	Type of Funds	
Various	MFT	

☒ Material proposal ☐ Deliver and Install Proposal ☐ Plans

For a County and Road District Project
Submitted/Approved
Highway Commissioner Signature & Date
Submitted/Approved
County Engineer/Superintendent of Highways Signature & Date

For a Municipal Project
Submitted/Approved/Passed
Signature & Date
 2/24/26
Official Title
Mayor

Department of Transportation
☒ Released for bid based on limited review
Regional Engineer Signature & Date
 MAR 04 2026

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

Local Public Agency	County	Section Number
City of Fairview Heights	St. Clair	27-00000-00-GM

NOTICE TO BIDDERS

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10025 Bunkum Road, Fairview Heights, IL 62208

Name of Office
until 3:00 PM on 04/08/26
Time Date

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the City Clerk, 10025 Bunkum Road, Fairview Heights, IL 62208

2. ☐ Prequalification

If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57) in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and one original with the IDOT District Office.

3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Material/Deliver and Install Proposals.

4. A proposal guaranty in the proper amount, as specified in the BLRS Special Provision for Bidding Requirements and Conditions for Material/Deliver and Install Proposals, will be required. See the attached Special Provisions for specific instructions for proposal guaranty for this proposal packet.

5. The successful bidder at the time of execution of the contract will be required to deposit a contract bond or proposal guaranty as provided for in the special provisions. Failure on the part of the contractor to deliver the material within the time specified or to do the work specified herein will be considered just cause to forfeit his surety as provided in Article 108.10 of the Standard Specifications.

6. Proposals shall be submitted on forms furnished by the Awarding Authority and shall be enclosed in an envelope endorsed "Material Proposal, Section 27-00000-00-GM".

By Order of

Awarding Authority

City Council of Fairview Heights

County Engineer/Superintendent of Highways/
Municipal Clerk

Date

Karen J. Kaufhold

2-24-26

Material Proposal or Deliver & Install Proposal

To

Awarding Authority

City Council of Fairview Heights

Awarding Authority Address

10025 Bunkum Road

City

Fairview Heights

State

IL

Zip Code

62208

If this bid is accepted within 45 days from the date of opening, the undersigned agrees to furnish or to deliver & install any or all of the materials, at the quoted unit prices, subject to the following:

1. It is understood and agreed that the "Standard Specifications for Road and Bridge Construction", adopted 01/01/22 and the "Supplemental Specifications and Recurring Special Provisions", adopted 01/01/26, prepared by the Department of Transportation, shall govern insofar as they may be applied and insofar as they do not conflict with the special provision and supplemental specifications attached hereto.
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4. The contractor and/or local public agency performing the actual material placement operations shall be responsible for providing work zone traffic control, unless otherwise specified in this proposal. Such devices shall meet the requirements of and be installed in accordance with applicable provisions of the "Illinois Manual on Uniform Traffic Control Devices" and any referenced Illinois Highway Standards.

Local Public Agency

County

Section Number

City of Fairview Heights

St. Clair

27-00000-00-GM

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The amount of the check is _____ (_____).

Attach Cashier's Check or Certified Check Here

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The proposal guaranty check will be found in the bid proposal for: Section Number 27-00000-00-GM).

Discounts will be allowed for payment as follows: N/A _____ calendar days N/A _____ calendar days

Discounts will not be considered in determining the low bidder

Bidder

COLUMBIA QUARRY COMPANY

By

JEFF HASKENHOFF

Title

SALES MANAGER

Address

ONE RACEHORSE DRIVE

City

EAST SAINT LOUIS

State

IL

Zip Code

62205



Illinois Department
of Transportation

Material Proposal Schedule of Prices

Local Public Agency

City of Fairview Heights

County

St. Clair

Section Number

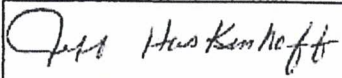
27-00000-00-GM

Material Proposal Schedule of Prices

Group No.	Item(s)	Delivery	Unit	Quantity	Unit Price	Total
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2.	FURNISH AND APPLY	VARIOUS	CY	320	NO BID	NO BID
	PC CONCRETE	STREETS				
2.	AGGREGATE CA-6	F.O.B. PLANT	TON	1000	\$7.60	\$7,600.00

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

Bidder Signature & Date

 03/31/2026

Address

ONE RACEHORSE DRIVE

City

EAST SAINT LOUIS

State

IL

Zip Code

62205