

Committee Members:
Frank Menn
Anthony LeFlore
Barbara Brumfield
Pat Peck
Bill Poletti

AGENDA
ADMINISTRATION COMMITTEE
Tuesday, September 16, 2025, @ 6:30 p.m.
(First meeting before 7:00 City Council Meeting)
Council Chambers - Fairview Heights City Hall
++ 88910025 Bunkum Road or
Conference Bridge Below for Public Participation
Phone Number: 1 (786) 535-3211 Access Code: 808-004-661
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Roll Call

Public Participation

Approval of Minutes – August 20, 2025

Personnel Alderperson Barb Brumfield

1. No Report

Finance Alderperson Pat Peck

1. Bill List
2. Ordinance No. XX-25_Highland_Capital
 - Redevelopment Agreement – Highland Capital
 - Home Outlet BAP Application
3. Budget Amendment – PD Grant
4. Bluebird Network – Datacenter Rackspace and Service – Resolution
 - City of Fairview Heights Service Order

**THE CITY OF FAIRVIEW HEIGHTS
ADMINISTRATION COMMITTEE MINUTES
August 20, 2025, 7:00 p.m. (Admin Meeting began @ 7:49)
Council Chambers Fairview Heights
City Hall Fairview Heights, IL**

Committee Members in attendance – Alderpersons Frank Menn, Anthony LeFlore, Barb Brumfield, Pat Peck, Bill Poletti (teleconf)

Committee Members absent

Other Aldermen and Elected Officials in attendance – Mayor Mark Kupsky, Clerk Karen Kaufhold, Alderpersons Brenda Wagner, Derrick King

Staff in attendance - City Attorney Andrew Hoerner, Finance Director Gina Rader-Teleconf, IT User Support and Systems Manager Zach Bartley – tele/conference, Land Use and Development Director Dallas Alley, Parks and Recreation Director Angie Beaston, Interim Police Chief CJ Beyersdorfer - teleconf, Public Works Director John Harty,

Recorder – Dena Wylder

Public Participation

None

Approval of Minutes – July 9, 2025

A motion to approve the minutes was made by Alderperson LeFlore and seconded by Alderperson Menn. Roll call: Menn – Yes, LeFlore – Yes, Brumfield – Yes, Peck – Yes. Motion carried.

Personnel Committee

Alderperson Barb Brumfield, Chairman

No items for Personnel.

Finance Committee

Alderperson Pat Peck, Chairman

Bill List

The Bill List was presented with no questions or comments. A motion to approve the Bill List in the amount of \$2,492,792.90 was made by Alderperson Brumfield and seconded by Alderperson LeFlore. Roll call: Menn – Yes, LeFlore – Yes, Brumfield – Yes, Peck – Yes. Motion carried.

Adjournment

A motion to adjourn the Administration Committee meeting was made at 7:57 p.m. by Alderperson LeFlore and seconded by Alderperson Menn. Roll call: Menn – Yes, LeFlore – Yes, Brumfield – Yes, Peck. Motion carried.

Submitted By:

Dena Wylder

Recorder

AUGUST PAYEMENT APPROVAL REPORT

8/1/2025 - 8/31/2025

VENDOR NAME	MERCHANT NAME	DESCRIPTION	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT
GENERAL FUND					
001-000-4-316-00 SNGL FAM RES OCCUPANCY PERMIT					
ZEESHAN SAYED		OCCUPANCY INSPECTION REFUND	45888	8/19/2025 \$	50.00
001-000-4-371-00 RESIDENTIAL RENTAL LICENSE FEE					
AMIT PATEL		LATE FEE REIMBURSMENT	45888	8/19/2025 \$	50.00
001-000-4-373-00 TOWING FEES					
LISA HODGE		ADMINISTRATIVE FEE REFUND	45888	8/19/2025 \$	400.00
001-000-4-396-00 LIENS					
ST CLAIR COUNTY		LIEN FILING FEE	45880	8/11/2025 \$	99.00
ST CLAIR COUNTY		LIEN FILING FEE	45870	8/1/2025 \$	99.00
TOTAL :					\$ 698.00
EXECUTIVE DEPARTMENT					
001-100-5-112-00 HEALTH & LIFE INS					
GUARDIAN LIFE INSURANCE CO		CLERK - JULY	45891	8/22/2025 \$	30.24
GUARDIAN LIFE INSURANCE CO		CLERKS - JUNE	45889	8/20/2025 \$	30.24
UNITED HEALTHCARE INS CO		CLERKS - JUNE	45868	7/30/2025 \$	2,201.83
UNITED HEALTHCARE INS CO		CLERK - JULY	45891	8/22/2025 \$	2,143.66
001-100-5-205-00 LEGAL FEES					
RECORDER OF DEEDS		COPY OF DEED	45876	8/7/2025 \$	12.00
001-100-5-225-00 MEMBERSHIP DUES					
INTL INSTITUTE OF MUNICIPAL		ANNUAL DUES - KAREN KAUFHOLD	45897	8/26/2025 \$	210.00
INTL INSTITUTE OF MUNICIPAL		ANNUAL DUES - DEPUTY CLERK	45895	8/26/2025 \$	150.00
001-100-5-301-00 ADVERTISING & PUBLIC NOTICES					
MCCLATCHY COMPANY LLC		BID FOR STONEWOLF TRAIL & SUBDIVISIOIN	37177	8/1/2025 \$	199.72
001-100-5-480-00 SUPPLIES					
PROVIDENCE BANK	AMAZON	STAPLER REMOVERS CARD HOLDERS	8/25 001	8/25/2025 \$	37.28
PROVIDENCE BANK	AMAZON	BINDER CLIPS MESSAGE FLAGS	8/25 001	8/25/2025 \$	56.52
PROVIDENCE BANK	AMAZON	PENS	8/25 001	8/25/2025 \$	9.95
PROVIDENCE BANK	OFFICE DEPOT	PENS FOR PD AND 20 CASES OF PAPER	8/25 001	8/25/2025 \$	989.78
PROVIDENCE BANK	OFFICE DEPOT	WALL HANGING FILE BINS	8/25 001	8/25/2025 \$	23.98
PROVIDENCE BANK	OFFICE DEPOT	PERMANENT MARKERS	8/25 001	8/25/2025 \$	9.99
PROVIDENCE BANK	OFFICE DEPOT	CASES OF PAPER	8/25 001	8/25/2025 \$	943.76
TOTAL EXECUTIVE DEPARTMENT:					\$ 7,048.95
MAYOR & CITY COUNCIL					
001-102-5-205-00 LEGAL FEES					
BECKER HOERNER & YSURSA PC		RETAINER FEE - #290 - 8/1-8/15	290 8/1/25 - 8/15/25	8/1/2025 \$	7,250.00
JACKSON LEWIS P.C		GENERAL ADVICE AND COUNSEL	8855435	8/19/2025 \$	4,230.00
001-102-5-207-00 TRAVEL & MEETING EXP					
PROVIDENCE BANK	I HOTEL	MAYOR- IML SUMMER MEETING- HOTEL	8/25 001	8/25/2025 \$	336.74

AUGUST PAYEMENT APPROVAL REPORT

8/1/2025 - 8/31/2025

VENDOR NAME	MERCHANT NAME	DESCRIPTION	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT
PROVIDENCE BANK	IML	IML REGISTRATION	8/25 001	8/25/2025 \$	1,625.00
PROVIDENCE BANK	THE CHUCK WAGON	MAYOR LUNCH MEETING WITH HR	8/25 001	8/25/2025 \$	84.08
001-102-5-225-00 MEMBERSHIP DUES					
SOUTHWESTERN ILLINOIS COUNCIL OF MAYORS		AUGUST MEETING	45891	8/22/2025 \$	50.00
TOTAL MAYOR & CITY COUNCIL:					\$ 13,575.82
FINANCE DEPARTMENT					
001-104-5-112-00 HEALTH & LIFE INS					
GUARDIAN LIFE INSURANCE CO		FINANCE - JULY	45891	8/22/2025 \$	150.66
GUARDIAN LIFE INSURANCE CO		FINANCE - JUNE	45889	8/20/2025 \$	150.66
UNITED HEALTHCARE INS CO		FINANCE - JUNE	45868	7/30/2025 \$	8,902.42
UNITED HEALTHCARE INS CO		FINANCE - JULY	45891	8/22/2025 \$	8,871.03
001-104-5-401-00 POSTAGE					
FP MAILING SOLUTIONS		POSTAGE	1.21198E+11	8/22/2025 \$	1,007.00
TOTAL FINANCE DEPARTMENT:					\$ 19,081.77
POLICE DEPARTMENT					
001-110-5-110-00 9-1-1 CONSOLIDATION					
CITY OF O'FALLON		MECOMM DISPATCH FEES- JULY 2025	2025-60000010	8/27/2025 \$	70,226.98
001-110-5-112-00 HEALTH & LIFE INS					
GUARDIAN LIFE INSURANCE CO		POLICE - JULY	45891	8/22/2025 \$	1,445.01
GUARDIAN LIFE INSURANCE CO		POLICE - JUNE	45889	8/20/2025 \$	1,284.36
UNITED HEALTHCARE INS CO		POLICE - JUNE	45868	7/30/2025 \$	122,390.32
UNITED HEALTHCARE INS CO		POLICE - JULY	45891	8/22/2025 \$	127,628.81
001-110-5-207-00 TRAVEL & MEETING EXP					
MILLINGTON HANNAH		TRAVEL AND FUEL REIMB - PICKING UP SQUAD CAR	45875	8/6/2025 \$	48.51
PROVIDENCE BANK	CHICK FIL A	CHIEF'S BREAKFAST	8/25 001	8/25/2025 \$	221.91
PROVIDENCE BANK	CHICK FIL A	CHIEF'S BREAKFAST	8/25 001	8/25/2025 \$	68.24
PROVIDENCE BANK	FIREFLY GRILL	LUNCH FOR 2 DET IN SULLIVAN FOR INTERVIEW	8/25 001	8/25/2025 \$	56.09
PROVIDENCE BANK	LOCALS BAR	LUNCH FOR 5 AT TRAINING	8/25 001	8/25/2025 \$	120.16
001-110-5-225-00 MEMBERSHIP DUES					
MAJOR CASE SQUAD OF GREATER ST LOUIS		ANNUAL MCS AGENCY FEE	45874	8/5/2025 \$	250.00
PROVIDENCE BANK	ILEAS	ILEAS MEMBERSHIP	8/25 001	8/25/2025 \$	240.00
001-110-5-302-00 PUBLIC RELATIONS					
PROVIDENCE BANK	SCHNUCKS	REFRESHMENTS FOR SWEARING IN AND AWARDS NIGHT	8/25 001	8/25/2025 \$	60.51
001-110-5-304-00 EQUIPMENT RENTAL					
CINTAS FIRST AID & SAFETY		FIRST AID CABINET REFILLS- 3 MONTHS	5269426602	5/9/2025 \$	759.61
CINTAS FIRST AID & SAFETY		FIRST AID CABINET REFILLS	5288647507	8/26/2025 \$	146.79
001-110-5-320-00 TECH & OUTSIDE SVCS					
MAGNET FORENSICS LLC		GRAYKEY INVESTIGATIONS TOOL	SIN083515	7/24/2025 \$	12,410.00
SDDSTL		SHREDDING SERVICES	58092	7/16/2025 \$	40.00

AUGUST PAYEMENT APPROVAL REPORT

8/1/2025 - 8/31/2025

VENDOR NAME	MERCHANT NAME	DESCRIPTION	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT
SDDSTL		SHREDDING SERVICE	58610	8/20/2025 \$	40.00
THE FOURCE GROUP		RECRUITMENT CAMPAIGN - GRANT FUNDED	10007	8/21/2025 \$	18,000.00
PROVIDENCE BANK	CANVA	DESIGN PROGRAM	8/25 001	8/25/2025 \$	12.99
PROVIDENCE BANK	CASEGUARD	CODE ENFORCEMENT PROGRAM - ANNUAL FEE	8/25 001	8/25/2025 \$	4,545.00
PROVIDENCE BANK	CLEAN THE UNIFORM	RUG SERVICE AND JAIL LAUNDRY	8/25 001	8/25/2025 \$	84.43
PROVIDENCE BANK	CLEAN THE UNIFORM	RUG SERVICE AND JAIL LAUNDRY	8/25 001	8/25/2025 \$	84.43
PROVIDENCE BANK	TLO TRANSUNION	INVESTIGATIONS TOOL FOR JUNE	8/25 001	8/25/2025 \$	170.80
001-110-5-326-00 UNIFORM CLEANING					
PROVIDENCE BANK	PREMIUM CLEANERS	JUNE UNIFORM CLEANING	8/25 001	8/25/2025 \$	285.77
001-110-5-425-00 UNIFORM PURCHASE					
DAVID KITLEY		CLOTHING ALLOWANCE REIMBURSED	45897	8/28/2025 \$	300.00
LEON UNIFORM CO INC		BALLISTIC VEST AND SPEED PLATES	645998	7/24/2025 \$	1,154.00
TACTICALGEAR.COM		PATROL UNIFORMS	32108358	8/1/2025 \$	511.00
PROVIDENCE BANK	LEADS END	RECORDS JACKET	8/25 001	8/25/2025 \$	31.51
PROVIDENCE BANK	SPECTRA GRAPHICS	EMBROIDERY ON RECORDS JACKETS	8/25 001	8/25/2025 \$	51.80
001-110-5-450-00 MAINTENANCE TO EQUIP					
MUNICIPAL ELECTRONICS DIVISION LLC		RADAR CERTIFICATIONS	71287	2/27/2025 \$	743.00
PROVIDENCE BANK	DH PACE/OVERHEAD	SPARE KEYS AND LOCKS REPLACED	8/25 001	8/25/2025 \$	729.32
001-110-5-460-00 CODE ENFORCEMENT					
ST CLAIR COUNTY TREASURER		CODE ENF CITATION BOOKS	25TT014	7/29/2025 \$	60.50
001-110-5-470-00 MINOR EQUIPMENT					
WIRELESS USA		RADIO CHARGER	305274	7/28/2025 \$	36.07
PROVIDENCE BANK	INTOXIMETERS	2 DRY GAS TANKS FOR BREATHALYZERS	8/25 001	8/25/2025 \$	355.50
PROVIDENCE BANK	MOTOROLA	PORTABLE RADIO AND CHARGER	8/25 001	8/25/2025 \$	464.28
001-110-5-480-00 SUPPLIES					
PROVIDENCE BANK	AMAZON	BROWN PAPER BAGS FOR EVIDENCE PACKAGING	8/25 001	8/25/2025 \$	135.99
PROVIDENCE BANK	AMAZON	OFFICE SUPPLIES AND COUNTERFEIT PENS	8/25 001	8/25/2025 \$	47.01
TOTAL POLICE DEPARTMENT:				\$	365,240.70
ADMINISTRATION					
001-115-5-112-00 HEALTH & LIFE INS					
GUARDIAN LIFE INSURANCE CO		ADMIN - JULY	45891	8/22/2025 \$	195.96
GUARDIAN LIFE INSURANCE CO		ADMIN - JUNE	45889	8/20/2025 \$	195.96
MIDWEST ADVANCED BEHAVIORAL HEALTH		COPAYS FOR PD	45881	8/12/2025 \$	35.00
UNITED HEALTHCARE INS CO		ADMIN - JUNE	45868	7/30/2025 \$	11,367.18
UNITED HEALTHCARE INS CO		ADMIN - JULY	45891	8/22/2025 \$	11,196.64
001-115-5-304-00 EQUIPMENT RENTAL					
AMERICOM IMAGING SYSTEMS INC		COPIER RENTAL	571628	8/27/2025 \$	89.00
AMERICOM IMAGING SYSTEMS INC		COPIER RENTAL	571628	8/27/2025 \$	75.00
AMERICOM IMAGING SYSTEMS INC		COPIER RENTAL	571628	8/27/2025 \$	76.00
AMERICOM IMAGING SYSTEMS INC		COPIER RENTAL	571628	8/27/2025 \$	242.91

AUGUST PAYEMENT APPROVAL REPORT

8/1/2025 - 8/31/2025

VENDOR NAME	MERCHANT NAME	DESCRIPTION	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT
AMERICOM IMAGING SYSTEMS INC		COPIER RENTAL	571628	8/27/2025 \$	1,859.62
AMERICOM IMAGING SYSTEMS INC		COPIER RENTAL	566579	7/31/2025 \$	75.00
AMERICOM IMAGING SYSTEMS INC		COPIER RENTAL	570480	8/20/2025 \$	59.00
AMERICOM IMAGING SYSTEMS INC		COPIER RENTAL	570480	8/20/2025 \$	6.76
AMERICOM IMAGING SYSTEMS INC		COPIER RENTAL	567921	8/6/2025 \$	77.54
AMERICOM IMAGING SYSTEMS INC		COPIER RENTAL	567921	8/6/2025 \$	640.00
001-115-5-306-00 TELEPHONE UTILITY					
CDS OFFICE TECHNOLOGIES		PHONE SYSTEM MAINT	1711041	7/8/2025 \$	500.00
PROVIDENCE BANK	AMAZON	IPHONE CASES AND SCREEN PROTECTORS	8/25 001	8/25/2025 \$	231.60
PROVIDENCE BANK	AMAZON	IPHONE CASES AND SCREEN PROTECTORS	8/25 001	8/25/2025 \$	29.95
PROVIDENCE BANK	AMAZON	IPHONE CASES/ DISPLAY CABLES	8/25 001	8/25/2025 \$	185.36
PROVIDENCE BANK	AMAZON	USB CHARGER BRICKS	8/25 001	8/25/2025 \$	64.95
PROVIDENCE BANK	AT&T	PHONE SERVICE	8/25 001	8/25/2025 \$	3,147.52
PROVIDENCE BANK	BEST BUY	IPAD CASE W KEYBOARD	8/25 001	8/25/2025 \$	199.99
PROVIDENCE BANK	CCSI EFAX	FAX MAINTNANCE	8/25 001	8/25/2025 \$	18.99
PROVIDENCE BANK	CLEARWAVE	PHONES	8/25 001	8/25/2025 \$	1,733.16
PROVIDENCE BANK	FLOWROUTE	PHONE SERVICE	8/25 001	8/25/2025 \$	281.87
PROVIDENCE BANK	VERIZON	PHONE SERVICE JUNE2 - JULY 1	8/25 001	8/25/2025 \$	2,681.21
001-115-5-320-00 TECH & OUTSIDE SVCS					
CORY FRITZ		DOT PHYSICAL	45880	8/15/2025 \$	95.00
HSMS MEDICAL GROUP		DOT RANDOM TESTING	65267	7/23/2025 \$	185.00
PROVIDENCE BANK	AAIM	BACKGROUND CHECKS	8/25 001	8/25/2025 \$	132.60
PROVIDENCE BANK	AAIM	BACKGROUND CHECKS	8/25 001	8/25/2025 \$	286.37
PROVIDENCE BANK	AAIM	PERSONNRL CODE PROJECT	8/25 001	8/25/2025 \$	1,350.00
PROVIDENCE BANK	AAIM	BACKGROUND CHECKS	8/25 001	8/25/2025 \$	662.70
PROVIDENCE BANK	CLEARWAVE	INTERNET	8/25 001	8/25/2025 \$	3,167.00
PROVIDENCE BANK	SPECTRUM	CITY INTERNET/CABLE	8/25 001	8/25/2025 \$	1,424.99
PROVIDENCE BANK	SPECTRUM	CITY INTERNET/CABLE	8/25 001	8/25/2025 \$	1,210.01
PROVIDENCE BANK	SPECTRUM	CITY INTERNET/CABLE	8/25 001	8/25/2025 \$	1,210.01
PROVIDENCE BANK	SSLSTORE	WEBSITE CERTIFICATE	8/25 001	8/25/2025 \$	71.80
PROVIDENCE BANK	STERICYCLE	SHREDDING PAPER	8/25 001	8/25/2025 \$	318.90
PROVIDENCE BANK	STERICYCLE	SHREDDING PAPER	8/25 001	8/25/2025 \$	274.80
001-115-5-402-00 OFFICE FURNITURE & EQUIP					
PROVIDENCE BANK	OFFICE DEPOT	ERGNOMICAL OFFICE CHAIR - WYLDER D	8/25 001	8/25/2025 \$	214.99
001-115-5-438-00 COMPUTERS					
AMERICOM IMAGING SYSTEMS INC		TONER	571014	8/22/2025 \$	25.26
PROVIDENCE BANK	AMAZON	TONER	8/25 001	8/25/2025 \$	71.09
PROVIDENCE BANK	AMAZON	TONER	8/25 001	8/25/2025 \$	44.20
PROVIDENCE BANK	AMAZON	TONER	8/25 001	8/25/2025 \$	50.08
001-115-5-438-25 IT SECURITY					
BLUEBIRD NETWORK		DATACENTER RENTAL SPACE	77857	8/1/2025 \$	377.00

AUGUST PAYEMENT APPROVAL REPORT

8/1/2025 - 8/31/2025

VENDOR NAME	MERCHANT NAME	DESCRIPTION	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT
BLUEBIRD NETWORK		INV #76906 DIFFERENCE	77857	8/1/2025 \$	6.35
001-115-5-438-50 IT HARDWARE					
PROVIDENCE BANK	ACTIVENET	VERIPHONE T650 CREDIT CARD MACHINE	8/25 001	8/25/2025 \$	514.78
PROVIDENCE BANK	AMAZON	FLOOR CABLE COVER	8/25 001	8/25/2025 \$	71.24
PROVIDENCE BANK	AMAZON	HDMI ADAPTERS	8/25 001	8/25/2025 \$	15.69
PROVIDENCE BANK	AMAZON	3X MONITOR MOUNTS	8/25 001	8/25/2025 \$	205.17
PROVIDENCE BANK	AMAZON	EPSON SCANNER	8/25 001	8/25/2025 \$	389.99
PROVIDENCE BANK	AMAZON	DISPLAY/ POWER CABLES	8/25 001	8/25/2025 \$	90.30
PROVIDENCE BANK	AMAZON	MONITOR MOUNT	8/25 001	8/25/2025 \$	65.69
PROVIDENCE BANK	AMAZON	PA SYSTEM FOR MAYOR	8/25 001	8/25/2025 \$	339.00
PROVIDENCE BANK	AMAZON	BT HEADPHONES AND MINI HDMI ADAPTER	8/25 001	8/25/2025 \$	67.18
PROVIDENCE BANK	AMAZON	POWER STRIP SURGE LUD DESKS	8/25 001	8/25/2025 \$	84.95
PROVIDENCE BANK	AMAZON	PRINTER AND TONER	8/25 001	8/25/2025 \$	249.99
PROVIDENCE BANK	AMAZON	FLOOR CABLE COVER	8/25 001	8/25/2025 \$	31.90
PROVIDENCE BANK	AMAZON	5X SPEAKERS	8/25 001	8/25/2025 \$	94.00
PROVIDENCE BANK	APPLE.COM	IPHONE16 PM	8/25 001	8/25/2025 \$	1,199.00
PROVIDENCE BANK	BH PHOTO MOTO	4X DELL PCS	8/25 001	8/25/2025 \$	4,689.24
PROVIDENCE BANK	DELL	COMPUTER MONITORS	8/25 001	8/25/2025 \$	1,093.10
PROVIDENCE BANK	DELL	COMPUTER MONITORS	8/25 001	8/25/2025 \$	865.45
001-115-5-438-75 IT SOFTWARE					
JUSTFOIA INC		SUBSCRIPTION	PS24222	8/12/2025 \$	935.00
RECORDER OF DEEDS		LAREDO SOFTWARE-INV. #3665	3665	7/31/2025 \$	79.68
PROVIDENCE BANK	APPLE.COM	IOS MDM SOFTWARE	8/25 001	8/25/2025 \$	43.80
PROVIDENCE BANK	CANONICAL GROUP LTD.	UBUNTU LICENSE	8/25 001	8/25/2025 \$	25.00
PROVIDENCE BANK	GOTO GOTOMEETING	GOTO MEETING RENEWAL	8/25 001	8/25/2025 \$	168.00
PROVIDENCE BANK	GRAMMARLY	GRAMMER PROGRAM	8/25 001	8/25/2025 \$	144.00
PROVIDENCE BANK	JAMF SOFTWARE	JAMF NOW SUBSCRIPTION	8/25 001	8/25/2025 \$	92.00
PROVIDENCE BANK	PDQ.COM	CONNECT PLUS	8/25 001	8/25/2025 \$	9.83
PROVIDENCE BANK	PROVANTAGE	ADOBE CREATIVE CLOUD	8/25 001	8/25/2025 \$	965.00
PROVIDENCE BANK	REACH MEDIA	DIGITAL SIGNAGE PLAYERS	8/25 001	8/25/2025 \$	2,549.00
001-115-5-480-00 SUPPLIES					
PROVIDENCE BANK	THE HOME DEOT	STORAGE BINS FOR OFFICE ORGANIZATION	8/25 001	8/25/2025 \$	89.78
TOTAL ADMINISTRATION:					\$ 61,612.08
PW ENGINEERING					
001-120-5-112-00 HEALTH & LIFE INS					
GUARDIAN LIFE INSURANCE CO		PW ENG - JULY	45891	8/22/2025 \$	360.18
GUARDIAN LIFE INSURANCE CO		PW ENG - JUNE	45889	8/20/2025 \$	360.18
UNITED HEALTHCARE INS CO		PW ENG - JUNE	45868	7/30/2025 \$	23,257.97
UNITED HEALTHCARE INS CO		PW ENG - JULY	45891	8/22/2025 \$	23,252.37
001-120-5-320-00 TECH & OUTSIDE SVCS					

AUGUST PAYEMENT APPROVAL REPORT

8/1/2025 - 8/31/2025

VENDOR NAME	MERCHANT NAME	DESCRIPTION	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT
NOETH EXCAVATING SYSTEMS INC		L&M, CLEAR TREES AND GRADE DRAINAGE DITCH	8202501	8/20/2025 \$	2,250.00
001-120-5-425-00 UNIFORM PURCHASE					
LONDON SHOE SHOP		STEEL TOE BOOTS, A SADRERAFI	45883	8/14/2025 \$	236.80
WHITE CAP LP		KNEE PADS, EAR MUFFS	50033085077	8/26/2025 \$	174.76
001-120-5-480-00 SUPPLIES					
ST CLAIR SERVICE CO		WEED CONTROL	350035642	7/31/2025 \$	153.50
WARNING LITES OF SOUTHERN ILLI LLC		POSTS, ANCHORS, CHILDREN AT PLAY SIGN	38295	7/31/2025 \$	160.50
WARNING LITES OF SOUTHERN ILLI LLC		SPECIAL NEEDS SIGNS	38211	7/25/2025 \$	146.88
WHITE CAP LP		REBAR, CURING COMPOUND	50033085077	8/26/2025 \$	553.75
PROVIDENCE BANK	ARCTIC ICE	ICE STREET CREW	8/25 001	8/25/2025 \$	288.00
PROVIDENCE BANK	ERB TURF EQUIP	WEEDEATER LINE	8/25 001	8/25/2025 \$	70.00
PROVIDENCE BANK	MENARDS	14' 5000 LB CARBONX JHOOKS TARP STRAPS	8/25 001	8/25/2025 \$	103.19
TOTAL PW ENGINEERING:					\$ 51,368.08
PW VEHICLE MAINTENANCE					
001-130-5-112-00 HEALTH & LIFE INS					
GUARDIAN LIFE INSURANCE CO		VEHICLE MAINT - JULY	45891	8/22/2025 \$	90.18
GUARDIAN LIFE INSURANCE CO		VEHICLE MAINT - JUNE	45889	8/20/2025 \$	90.18
UNITED HEALTHCARE INS CO		VEHICLE MAINT - JUNE	45868	7/30/2025 \$	5,725.50
UNITED HEALTHCARE INS CO		VEHICLE MAINT - JULY	45891	8/22/2025 \$	5,725.50
001-130-5-320-00 TECH & OUTSIDE SVCS					
CINTAS FIRST AID & SAFETY		SERVICE EYE WASH STATION	9323511189	5/31/2025 \$	125.00
CINTAS FIRST AID & SAFETY		SERVICE EYE WASH STATION	9332009806	7/31/2025 \$	125.00
GLASS AMERICA		WINDSHIELD, F-21 PD	7595686	8/7/2025 \$	435.90
SAFETY KLEEN		SERVICE PARTS WASHER & OIL FILTERS	97965546	8/7/2025 \$	351.62
001-130-5-327-00 UNIFORM RENTAL					
CINTAS THE UNIFORM PEOPLE		UNIFORMS, VM	4238809749	8/1/2025 \$	65.65
CINTAS THE UNIFORM PEOPLE		UNIFORMS, VM	4241006517	8/22/2025 \$	48.01
CINTAS THE UNIFORM PEOPLE		UNIFORMS, VM	4240270991	8/15/2025 \$	92.41
001-130-5-410-00 VEHICLE OP COSTS					
HERITAGE PETROLEUM LLC		6,453 GAL UNLEADED GAS @ \$2.84/GAL	1279296	8/21/2025 \$	18,314.06
ST CLAIR SERVICE CO		300 GAL HIWAY DIESEL @ \$3.79/GAL	40065253	7/9/2025 \$	1,138.28
ST CLAIR SERVICE CO		252 GAL HIWAY DIESEL @ \$3.28/GAL	43023	8/18/2025 \$	827.22
ST CLAIR SERVICE CO		346 GAL OFF RD DIESEL @ \$2.99/GAL	40065254	7/9/2025 \$	1,035.27
ST CLAIR SERVICE CO		290 GAL OFF RD DIESEL @ 2.71/GAL	43022	8/18/2025 \$	788.01
ST CLAIR SERVICE CO		447 GAL OFF RD DIESEL @ \$2.99/GAL	40065238	8/5/2025 \$	1,337.43
ST CLAIR SERVICE CO		570 GAL OFF RD DIESEL @ \$3.71/GAL	40065239	8/5/2025 \$	2,116.45
001-130-5-452-00 MAINTENANCE TO ROLLING STOCK					
WALTERS AUTO BODY		DEDUCTIBLE, BODY REPAIR 2012 FORD F-150, A-3 LAND USE	45887	8/18/2025 \$	500.00
001-130-5-480-00 SUPPLIES					
AL S AUTOMOTIVE SUPPLY INC		ROTORS & PADS, A-3 LAND USE	05DF3789	8/14/2025 \$	207.33

AUGUST PAYEMENT APPROVAL REPORT

8/1/2025 - 8/31/2025

VENDOR NAME	MERCHANT NAME	DESCRIPTION	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT
AL S AUTOMOTIVE SUPPLY INC		BRAKE PADS, F-11 PW	05DD5169	8/1/2025 \$	58.98
AL S AUTOMOTIVE SUPPLY INC		BRAKE PADS, FRONT/BACK, F-16 PKS	05DH3783	8/27/2025 \$	76.90
AL S AUTOMOTIVE SUPPLY INC		BRAKE PADS, F-13 PD	05DE1704	8/6/2025 \$	42.95
AL S AUTOMOTIVE SUPPLY INC		BLOWER MOTOR, F-3 PD	05DE2471	8/6/2025 \$	84.87
CASSENS & SONS INC		TRIM, F-43 PD	85361	8/4/2025 \$	103.50
CINTAS FIRST AID & SAFETY		REPLENISH MEDICINE CABINET	5285304901	8/8/2025 \$	43.16
DAVE SCHMIDT TRUCK SERV		BRAKE CHAMBER	61231	8/1/2025 \$	360.40
DOBBS AUTO CENTERS INC		TIRES, F-39 PD	23-388916	8/4/2025 \$	355.40
ERB EQUIPMENT		SWITCH, PE-15 PKS	01-131575	8/11/2025 \$	17.68
ERB EQUIPMENT		WEED EATER RECOIL, PKS	01-132177	8/21/2025 \$	44.99
ERB EQUIPMENT		CUTTER BAR & PLATE, PKS; AUTOCUT HEADS, PW	01-131828	8/14/2025 \$	312.70
HARTMANN FARM SUPPLY OF MILLSTADT INC		BELT, E-57 PW	8128S	8/1/2025 \$	92.73
HUELS OIL COMPANY		10W30 OIL, SHOP	SI-48133	8/11/2025 \$	586.85
JOHN FABICK TRACTOR CO		FILTERS & OIL, E-35 PW	FEC101240	8/7/2025 \$	691.93
JOHN FABICK TRACTOR CO		CREDIT FOR FREIGHT CHARGES	FEC101240	8/7/2025 \$	(202.47)
MCKAY AUTO PARTS INC		PARTS	513063	7/29/2025 \$	277.95
MCKAY AUTO PARTS INC		BELT, F-16 PKS	516051	8/27/2025 \$	25.87
MCKAY AUTO PARTS INC		PARTS	515861	8/26/2025 \$	251.52
MCKAY AUTO PARTS INC		PARTS	514379	8/12/2025 \$	111.46
MCKAY AUTO PARTS INC		PARTS	515070	8/19/2025 \$	52.18
MCKAY AUTO PARTS INC		PARTS	513897	8/7/2025 \$	9.28
MCKAY AUTO PARTS INC		PARTS	513719	8/5/2025 \$	164.42
MCKAY AUTO PARTS INC		FILTER, A-3 LAND USE	514534	8/13/2025 \$	53.52
MCKAY AUTO PARTS INC		ANTIFREEZE	513500	8/4/2025 \$	137.88
MCKAY AUTO PARTS INC		MOUNTING TAPE, SHOP	51435	8/12/2025 \$	11.99
MTI DISTRIBUTING INC		FAN MOTOR, PE-14 PKS	1491168-020	8/22/2025 \$	1,039.26
WEBER GRANITE CITY FORD		WATER PUMP, F-17 PD	50076695	8/12/2025 \$	211.36
WEBER GRANITE CITY FORD		REINFORCEMENT, F-22 PD	50076690	8/12/2025 \$	50.25
WEBER GRANITE CITY FORD		INSULATOR ASSEMBLY, F-8 PD	50076956	8/22/2025 \$	206.55
WOODY'S MUNICIPAL SUPPLY		SWITCH & NUT, E-43 PW	01-41313	7/21/2025 \$	288.19
PROVIDENCE BANK	EBAY	HEAD LAMP ASSEMBLY F-11 PW	8/25 001	8/25/2025 \$	207.98
PROVIDENCE BANK	EBAY	CREDIT FOR RETURN	8/25 001	8/25/2025 \$	(104.02)
PROVIDENCE BANK	LOWES	BOLTS - SHOP	8/25 001	8/25/2025 \$	5.92
TOTAL PW VEHICLE MAINTENANCE:					\$ 44,811.13

PARKS DEPARTMENT

001-140-5-112-00 HEALTH & LIFE INS

GUARDIAN LIFE INSURANCE CO		PARKS & REC - JULY	45891	8/22/2025 \$	410.64
GUARDIAN LIFE INSURANCE CO		PARKS & REC - JUNE	45889	8/20/2025 \$	410.64
UNITED HEALTHCARE INS CO		PARKS & REC - JUNE	45868	7/30/2025 \$	31,851.62
UNITED HEALTHCARE INS CO		PARKS & REC - JULY	45891	8/22/2025 \$	31,851.62

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VENDOR NAME	MERCHANT NAME	DESCRIPTION	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT
001-140-5-204-00 EDUCATIONAL EXPENSE					
PROVIDENCE BANK	RAVELNELLIS	FOOD FOR CHERYL'S RETIREMENT PARTY	8/25 001	8/25/2025 \$	795.00
PROVIDENCE BANK	SAMS	ROLLS - CHERYL RETIREMENT PARTY	8/25 001	8/25/2025 \$	13.96
PROVIDENCE BANK	SAM'S	CAKE FOR CHERYL'S RETIREMENT PARTY	8/25 001	8/25/2025 \$	40.98
001-140-5-230-00 SAFETY PROGRAM					
PROVIDENCE BANK	AMERICAN WORKER	GLOVES	8/25 001	8/25/2025 \$	41.92
001-140-5-307-00 SEWER UTILITY					
CASEYVILLE TOWNSHIP SEWER		7/1/25-8/1/25 RUBY LN ACCT NO 0401132000	401132000.3	8/1/2025 \$	576.00
CASEYVILLE TOWNSHIP SEWER		8/01-8/31/25 MIRACLE LEAGUE FIELD 0200231500	200231500.3	8/1/2025 \$	48.00
001-140-5-308-00 WATER UTILITY					
CASEYVILLE WATER DEPT		ACCT NO 401 65871 0	4016587100	8/1/2025 \$	69.80
O'FALLON WATER & SEWER DEPT		WATER SER 6/12-7/16 INV 8699-001	8699-001 8/25	8/1/2025 \$	1,528.16
O'FALLON WATER & SEWER DEPT		WATER SER 6/12-7/16 INV 7859-013	7859-013 8/25	8/1/2025 \$	25.11
001-140-5-309-00 SANITATION SERVICE					
ALLIED MEDICAL WASTE		MEDICAL WASTE SERVICE	203861A	7/31/2025 \$	350.00
ALLIED MEDICAL WASTE		MEDICAL WASTE SERVICE	357849A	7/31/2025 \$	350.00
001-140-5-320-00 TECH & OUTSIDE SVCS					
PYRAMID ELECTRIC INC		ELECTRICAL WORK AT PLEASANT RIDGE	D126	7/21/2025 \$	257.00
R.I. BOLTON JR		GOOSE MANAGEMENT FOR JULY 2025	2903	8/20/2025 \$	495.00
001-140-5-480-00 SUPPLIES					
FROST ELECTRIC SUPPLY CO		480E ELECTRICAL ASSEMBLY FOR LIGHT POLES	S4781196.001	7/28/2025 \$	29.86
ST LOUIS COMPOSTING INC		480F FOREST FINES 60 YDS	362738	7/14/2025 \$	1,440.00
ST LOUIS COMPOSTING INC		480A - PLAYGROUND MULCH	369938	8/4/2025 \$	1,950.00
PROVIDENCE BANK	AMAZON	MEASURING CUPS FOR CHEMICALS	8/25 001	8/25/2025 \$	38.89
PROVIDENCE BANK	AMAZON	DRAG MAT FOR BASEBALL FIELD	8/25 001	8/25/2025 \$	229.99
PROVIDENCE BANK	AMAZON	MEASURING CUPS FOR CHEMICALS	8/25 001	8/25/2025 \$	27.64
PROVIDENCE BANK	AMAZON	BREAKER FOR FOUNTAIN AT REC	8/25 001	8/25/2025 \$	208.67
PROVIDENCE BANK	BAGSPOT	DOG WASTE TRASH BAGS	8/25 001	8/25/2025 \$	479.65
PROVIDENCE BANK	DUTCH HOLLOW	CLEANING SUPPLIES FOR PARK BOWL CLEANER BATH TISSUE	8/25 001	8/25/2025 \$	1,074.53
PROVIDENCE BANK	ERB TURF EQUIP	CHAIN SAW BLADE	8/25 001	8/25/2025 \$	88.00
PROVIDENCE BANK	GREENS PRO	TURF AND LAKE PRODUCTS FOR WEEDS AND ALGAE	8/25 001	8/25/2025 \$	2,325.00
PROVIDENCE BANK	LOWES	CONCRETE EXPANSION JOINT MATERIAL	8/25 001	8/25/2025 \$	8.91
PROVIDENCE BANK	LOWES	HOSE AND ROPE FOR TREES	8/25 001	8/25/2025 \$	43.46
PROVIDENCE BANK	LOWES	FERTILIZER AND INSECTICIDE	8/25 001	8/25/2025 \$	46.96
PROVIDENCE BANK	LOWES	CONCRETE EXPANSION JOINT MATERIAL AT 941AM	8/25 001	8/25/2025 \$	8.91
PROVIDENCE BANK	LOWES	DAWN FOR MOODY PARK PAVILION	8/25 001	8/25/2025 \$	9.98
PROVIDENCE BANK	LOWES	BREAKER FINDER AND GFI TESTER	8/25 001	8/25/2025 \$	49.98
PROVIDENCE BANK	LOWES	WOOD FOR TRUCK RAMPS	8/25 001	8/25/2025 \$	12.76
PROVIDENCE BANK	LOWE'S	HARDWARE FOR VB NETS	8/25 001	8/25/2025 \$	15.13
PROVIDENCE BANK	LOWE'S	HARDWARD FOR VB NETS	8/25 001	8/25/2025 \$	13.96
PROVIDENCE BANK	LOWE'S	TAX REFUNDED ON 15.13 RECEIPT FOR VB NET HARDWARE	8/25 001	8/25/2025 \$	(1.17)

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VENDOR NAME	MERCHANT NAME	DESCRIPTION	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT
PROVIDENCE BANK	SITE ONE	HERBICIDE	8/25 001	8/25/2025	\$ 135.45
PROVIDENCE BANK	SITE ONE	CHALK FOR BB FIELD 56.56 HERBICIDE FOR WEEDS 135.45	8/25 001	8/25/2025	\$ 192.01
TOTAL PARKS DEPARTMENT:					\$ 77,544.02
PW MUNICIPAL COMPLEX					
001-150-5-112-00 HEALTH & LIFE INS					
GUARDIAN LIFE INSURANCE CO		MUC - JULY	45891	8/22/2025	\$ 144.72
GUARDIAN LIFE INSURANCE CO		MUC - JUNE	45889	8/20/2025	\$ 144.72
UNITED HEALTHCARE INS CO		MUC - JUNE	45868	7/30/2025	\$ 8,806.75
UNITED HEALTHCARE INS CO		MUC - JULY	45891	8/22/2025	\$ 8,814.98
001-150-5-304-00 EQUIPMENT RENTAL					
PROVIDENCE BANK	GRAND RENTAL	CARPET DRYERS DEHUMIDIFIERS LIBRARY	8/25 001	8/25/2025	\$ 1,102.00
001-150-5-305-00 ELECTRIC UTILITY					
AMEREN ILLINOIS		ACCT NO 13831-63066	3831-63066 8/25	7/28/2025	\$ 11,677.46
AMEREN ILLINOIS		ACCT NO 0378210113	378210113.3	7/30/2025	\$ 892.79
AMEREN ILLINOIS		ACCT NO 0968219112	968219112.3	7/30/2025	\$ 1,501.68
AMEREN ILLINOIS		ACCT NO 0253074006	2503074006	8/11/2025	\$ 41.96
AMEREN ILLINOIS		ACCT NO 1378210112	1378210112	7/30/2025	\$ 143.46
AMEREN ILLINOIS		ACCT NO 3435085003	3435085003	8/7/2025	\$ 44.09
AMEREN ILLINOIS		ACCT NO 1353154006	1353154006	8/21/2025	\$ 12,718.94
AMEREN ILLINOIS		ACCT NO 4075309006	407309006.3	8/4/2025	\$ 22.40
AMEREN ILLINOIS		ACCT NO 1851053001	1851053001	8/7/2025	\$ 71.24
AMEREN ILLINOIS		ACCT NO 2378210111	2378210111	7/30/2025	\$ 385.32
AMEREN ILLINOIS		ACCT NO 4395301113	4395301113	8/4/2025	\$ 52.40
AMEREN ILLINOIS		ACCT NO 3536502110	3536502110	8/8/2025	\$ 38.62
AMEREN ILLINOIS		ACCT NO 0134169013	134169013.3	8/27/2025	\$ 43.41
AMEREN ILLINOIS		ACCT NO 1858729616	1858729616	8/18/2025	\$ 74.42
AMEREN ILLINOIS		ACCT NO 1968219111	1968219111	7/30/2025	\$ 127.50
AMEREN ILLINOIS		ACCT NO 3572510115	3572510115	8/11/2025	\$ 54.84
AMEREN ILLINOIS		ACCT NO 11370-45042	11370-45042 8/25	8/22/2025	\$ 1,293.41
001-150-5-307-00 SEWER UTILITY					
CASEYVILLE TOWNSHIP SEWER		ACCT NO 0201015100	201015100.3	8/1/2025	\$ 48.00
CASEYVILLE TOWNSHIP SEWER		ACCT NO 0401015000	401015000.3	8/1/2025	\$ 360.00
CASEYVILLE TOWNSHIP SEWER		ACCT NO 0401135000	401135000.3	8/1/2025	\$ 136.00
001-150-5-308-00 WATER UTILITY					
O'FALLON WATER & SEWER DEPT		ACCT NO 14834-001	14834-001 8/25	8/1/2025	\$ 638.53
O'FALLON WATER & SEWER DEPT		ACCT NO 14301-001	14301-001 8/25	8/1/2025	\$ 1,271.99
O'FALLON WATER & SEWER DEPT		ACCT NO 21488-001	21488-001 8/25	8/1/2025	\$ 150.30
O'FALLON WATER & SEWER DEPT		ACCT NO 20510-001	20510-001 8/25	8/1/2025	\$ 638.53
O'FALLON WATER & SEWER DEPT		ACCT NO 8695-001	8695-001 8/25	8/1/2025	\$ 172.66
001-150-5-320-00 TECH & OUTSIDE SVCS					

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VENDOR NAME	MERCHANT NAME	DESCRIPTION	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT
ACE GREASE SERVICES INC		GREASE TRAP CLEANING, REC ROOM	99673	8/20/2025	\$ 170.00
BUG OUT		PEST CONTROL MAINTENANCE	80215084	8/28/2025	\$ 320.92
CLEAN THE UNIFORM CO HIGHLAND		MOP & TOWEL SERVICE - 08/20/25	32371869	8/20/2025	\$ 298.44
CLEAN THE UNIFORM CO HIGHLAND		MOP & TOWEL SERVICE - 08/06/25	32368610	8/6/2025	\$ 298.44
JOHNSON CONTROLS INC		L&M, ROOF TOP UNITS 1 & 2	1-136129638367	7/23/2025	\$ 8,321.61
001-150-5-480-00 SUPPLIES					
CINTAS FIRST AID & SAFETY		REPLENISH MEDICINE CABINET	5288647506	8/26/2025	\$ 52.02
CRESCENT PARTS & EQUIP		FILTERS	3354723-00	8/4/2025	\$ 127.20
DUTCH HOLLOW SUPPLY INC		BOWL CLEANER	319588	8/5/2025	\$ 48.12
DUTCH HOLLOW SUPPLY INC		ROLL TOWELS, CLEANSER, SURFACE CLEANER, BLEACH	319478	7/31/2025	\$ 1,338.65
FROST ELECTRIC SUPPLY CO		SUPPLIES - SHOP	S4785242.001	8/8/2025	\$ 99.20
GRAINGER		ELECTRICAL BOX SWITCH	9590438520	7/30/2025	\$ 20.84
GRAINGER		SLEEVE COUPLING INSERT	9612318064	8/19/2025	\$ 83.97
PROVIDENCE BANK	AMAZON	AIR COMPRESSOR REPAIR KIT	8/25 001	8/25/2025	\$ 30.98
PROVIDENCE BANK	AMAZON	FILE FOLDER LABELS MAILING LABELS	8/25 001	8/25/2025	\$ 50.68
PROVIDENCE BANK	LOWES	FAUCET WOMEN'S BATHROOM PD	8/25 001	8/25/2025	\$ 59.96
PROVIDENCE BANK	LOWES	SWITCH BOX CONDUIT FITTING SNAP LOCK	8/25 001	8/25/2025	\$ 35.42
PROVIDENCE BANK	LOWES	CREDIT FOR RETURN	8/25 001	8/25/2025	\$ (34.98)
PROVIDENCE BANK	LOWES	SUPPLIES FOR WATER HEATER INSTALL LIBRARY	8/25 001	8/25/2025	\$ 6.98
PROVIDENCE BANK	LOWES	FAUCET WOMEN'S BATHROOM PD	8/25 001	8/25/2025	\$ 77.10
PROVIDENCE BANK	LOWES	SUPPLIES FOR WATER HEATER INSTALL LIBRARY	8/25 001	8/25/2025	\$ 25.64
PROVIDENCE BANK	PLUMBERS SUPPLY	WATER HEATER/PARTS LIBRARY	8/25 001	8/25/2025	\$ 684.00
PROVIDENCE BANK	SELECT BLINDS	BLINDS - FINANCE DEPT	8/25 001	8/25/2025	\$ 755.97
PROVIDENCE BANK	THE HOME DEOT	CORDLESS COPPER TUBING CUTTER PVC SHEAR COMBO KIT	8/25 001	8/25/2025	\$ 331.00
PROVIDENCE BANK	THE HOME DEOT	SHOP VICE	8/25 001	8/25/2025	\$ 75.59
PROVIDENCE BANK	THE HOME DEOT	LUBRICANTS	8/25 001	8/25/2025	\$ 36.14
TOTAL PW MUNICIPAL COMPLEX:				\$	64,927.01
LAND USE & DEVELOPMENT					
001-160-5-112-00 HEALTH & LIFE INS					
GUARDIAN LIFE INSURANCE CO		LAND USE - JULY	45891	8/22/2025	\$ 410.27
GUARDIAN LIFE INSURANCE CO		LAND USE - JUNE	45889	8/20/2025	\$ 380.57
UNITED HEALTHCARE INS CO		LAND USE - JUNE	45868	7/30/2025	\$ 23,990.17
UNITED HEALTHCARE INS CO		LAND USE - JULY	45891	8/22/2025	\$ 25,102.69
001-160-5-207-00 TRAVEL & MEETING EXP					
JAMES, SAM		IAEI TRAINING - CILD	45883	8/14/2025	\$ 25.00
PROVIDENCE BANK	ICSC-NY	ICSC TRAINING- HEATHER	8/25 001	8/25/2025	\$ 80.00
PROVIDENCE BANK	LOUIES WINE DIVE	DALLAS AND HEATHER MARKETING LUNCH	8/25 001	8/25/2025	\$ 96.42
001-160-5-225-00 MEMBERSHIP DUES					
INTL CODE COUNCIL INC		ICC MEMBERSHIP: MEMBER #5157264	Q15.000034383	6/8/2025	\$ 170.00
001-160-5-301-00 ADVERTISING & PUBLIC NOTICES					

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VENDOR NAME	MERCHANT NAME	DESCRIPTION	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT
HERALD PUBLICATIONS		EGAL-TIFF DIST,LEGAL-BUSINESS DIST	1060240 & 1060241	7/31/2025	\$ 1,124.40
001-160-5-320-00 TECH & OUTSIDE SVCS					
MYGOV LLC		\$ 5.00 MONTHLY MAINTENANCE FEE- JULY 2025	45873	8/4/2025	\$ 5.00
001-160-5-425-00 UNIFORM PURCHASE					
PROVIDENCE BANK	APT	EMBROIDERY BLAIR WORK SHIRTS	8/25 001	8/25/2025	\$ 41.52
001-160-5-480-00 SUPPLIES					
PROVIDENCE BANK	AMAZON	2 BOXES OF 25 PLASTIC CLIPBOARDS - GREAT STREETS MEETINGS	8/25 001	8/25/2025	\$ 100.24
PROVIDENCE BANK	AMAZON	OFFICE SUPPLIES	8/25 001	8/25/2025	\$ 28.38
PROVIDENCE BANK	AMAZON	LARGE INCLINE 8 WIRE CADDY X 2	8/25 001	8/25/2025	\$ 50.54
PROVIDENCE BANK	AMAZON	WHITE PICTURE MATS PACK 14- FRAMES (RIBBON CUTTINGS)	8/25 001	8/25/2025	\$ 17.62
PROVIDENCE BANK	AMAZON	FILE FOLDERS LETTER SIZE- GREEN X3	8/25 001	8/25/2025	\$ 55.04
TOTAL LAND USE & DEVELOPMENT:					\$ 51,677.86
LIBRARY DEPARTMENT					
001-170-5-112-00 HEALTH & LIFE INS					
GUARDIAN LIFE INSURANCE CO		LIBRARY - JULY	45891	8/22/2025	\$ 119.88
GUARDIAN LIFE INSURANCE CO		LIBRARY - JUNE	45889	8/20/2025	\$ 119.88
UNITED HEALTHCARE INS CO		LIBRARY - JUNE	45868	7/30/2025	\$ 7,554.46
UNITED HEALTHCARE INS CO		LIBRARY - JULY	45891	8/22/2025	\$ 7,554.46
001-170-5-305-00 ELECTRIC UTILITY					
AMEREN ILLINOIS		ACCT NO 4000007116	40000007116	8/21/2025	\$ 4,852.57
001-170-5-307-00 SEWER UTILITY					
CASEYVILLE TOWNSHIP SEWER		ACCT NO 0201014800	201014800.3	8/1/2025	\$ 100.80
001-170-5-308-00 WATER UTILITY					
O'FALLON WATER & SEWER DEPT		ACCT NO 7208-001	7208-001 8/25	8/1/2025	\$ 638.53
TOTAL LIBRARY DEPARTMENT:					\$ 20,940.58
ESDA DEPARTMENT					
001-181-5-306-00 TELEPHONE UTILITY					
PROVIDENCE BANK	AT&T	ESDA PHONE SERVICE	8/25 001	8/25/2025	\$ 246.90
TOTAL ESDA DEPARTMENT:					\$ 246.90
TOTAL GENERAL FUND:					\$ 778,772.90
MOTOR FUEL TAX FUND					
PW ENGINEERING					
002-120-5-305-00 ELECTRIC UTILITY					
AMEREN ILLINOIS		ACCT NO 8536502115	8536502115	8/8/2025	\$ 76.44
AMEREN ILLINOIS		ACCT NO 9372517117	9372517117	8/11/2025	
AMEREN ILLINOIS		ACCT NO 6047103118	6047103118	8/21/2025	\$ 79.71
AMEREN ILLINOIS		ACCT NO 7641005429	7641005429	8/5/2025	\$ 4,982.61
AMEREN ILLINOIS		ACCT NO 8641005516	8641005516	8/5/2025	\$ 2,887.27

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VENDOR NAME	MERCHANT NAME	DESCRIPTION	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT
AMEREN ILLINOIS		ACCT NO 4383107017	4383107017	8/11/2025 \$	72.92
AMEREN ILLINOIS		ACCT NO 6847101113	6847101113	8/21/2025 \$	77.56
AMEREN ILLINOIS		ACCT NO 1362510113	1362510113	7/11/2025 \$	64.93
AMEREN ILLINOIS		ACCT NO 0582008090	582008090.3	7/31/2025 \$	85.30
AMEREN ILLINOIS		ACCT NO 23430-58101	23430-58101 8/25	7/29/2025 \$	6,728.17
AMEREN ILLINOIS		ACCT NO 2695302117	2695302117	7/31/2025 \$	65.26
AMEREN ILLINOIS		ACCT NO 1362510113	1362510113	8/11/2025 \$	63.66
AMEREN ILLINOIS		ACCT NO 9836501119	9836501119	8/8/2025 \$	74.84
AMEREN ILLINOIS		ACCT NO 4871711117	4871711117	8/18/2025 \$	72.54
AMEREN ILLINOIS		ACCT NO 6005089132	6005089132	8/18/2025 \$	69.54
AMEREN ILLINOIS		ACCT NO 6994268979	6994268979	8/25/2025 \$	2,085.75
AMEREN ILLINOIS		ACCT NO 4383107017	4383107017	7/11/2025 \$	74.99
AMEREN ILLINOIS		ACCT NO 9372517117	9372517117	7/11/2025 \$	74.03
AMEREN ILLINOIS		ACCT NO 3388416111	338416111.3	8/7/2025 \$	82.47
AMEREN ILLINOIS		ACCT NO 1053158017	1053158017	8/13/2025 \$	146.99
AMEREN ILLINOIS		ACCT NO 45441-06006	45441-06006 8/25	7/29/2025 \$	697.44
AMEREN ILLINOIS		ACCT NO 0073006047	73006047.32	8/11/2025 \$	658.47
AMEREN ILLINOIS		ACCT NO 0013091003	13091003.32	8/25/2025 \$	80.35
002-120-5-450-00 MAINTENANCE TO EQUIP					
ELECTRICO INC		TRAFFIC SIGNAL REPAIR	946-9359	6/26/2025 \$	162.50
002-120-5-480-00 SUPPLIES					
ASPHALT SALES & PRODUCTS		10.00 T COLD PATCH @ \$160.00/T, PATCHING	34559	8/7/2025 \$	1,600.00
CONCRETE SUPPLY OF ILLINOIS		5 CY CONC @ \$146/CY, CONC REPAIR, EXECUTIVE DRIVE	292343	8/8/2025 \$	725.00
CONCRETE SUPPLY OF ILLINOIS		2 CY CONC @ \$145.00 + SMALL LOAD CHARGE @\$75.00	293214	8/13/2025 \$	365.00
CONCRETE SUPPLY OF ILLINOIS		9 CY CONC @ \$145.00/CY, ROAD REPAIR, 331 SALEM PLACE	294042	8/27/2025 \$	1,305.00
MIDWEST MUNICIPAL SUPPLY		1 - 8 SDR-35 DRAIN GRATE	DRAINAGE PROJEC	2082776 \$	99,811.00
WARNING LITES OF SOUTHERN ILLI LLC		SIGN, BARRICADES, SANDBAG RENTAL	38465	8/11/2025 \$	320.25
WARNING LITES OF SOUTHERN ILLI LLC		TYPE 1 BARRICADES	38222	7/25/2025 \$	770.00
002-120-5-503-00 SURVEY / ENGINEERING - CAPITAL					
GONZALEZ COMPANIES LLC		ENGINEERING SERVICES	24116	8/30/2025 \$	14,709.20
TOTAL PW ENGINEERING:					<u>\$ 39,519.08</u>
TOTAL MOTOR FUEL TAX FUND:					<u>\$ 39,519.08</u>
HOTEL/MOTEL TAX FUND					
004-115-5-225-00 MEMBERSHIP DUES					
DISCOVER DOWNSTATE ILLINOIS		ANNUAL MEMBERSHIP DUES JULY 1,2025 TO JUNE 30,2026	7712	6/2/2025 \$	2,500.00
004-115-5-302-00 PUBLIC RELATIONS					
PROVIDENCE BANK	FEDEX	PRIORITY MAIL	8/25 001	8/25/2025 \$	75.78
004-115-5-320-00 TECH & OUTSIDE SVCS					
JEFF BLAIR		REBAR FOR HOLIDAY SIGNS	45877	8/8/2025 \$	20.00
THE FOURCE GROUP		SUMMER CAMPAIGN (AUG) 2025	9802	7/1/2025 \$	25,850.00

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VENDOR NAME	MERCHANT NAME	DESCRIPTION	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT
THE FOURCE GROUP		SUMMER CAMPAIGN (SEP) 2025	9994	8/13/2025	\$ 5,850.00
PROVIDENCE BANK	FSP	THE BOUNCE HOUSE (WINTER CAMPAIGN- BOUNCE HOUSE	8/25 001	8/25/2025	\$ 356.00
PROVIDENCE BANK	VISPRONET	SELFIE FRAMES	8/25 001	8/25/2025	\$ 106.23
TOTAL :					\$ 34,758.01
PARKS DEPARTMENT					
004-140-5-302-00 PUBLIC RELATIONS					
PYRAMID ELECTRIC INC		ELECRICAL WORK FOR CHRISTMAS DECOR ON LIGHT POLES	D208	8/18/2025	\$ 2,160.00
THE FOURCE GROUP		SALUTE BANNERS AND SIGNS	9971/2	7/23/2025	\$ 5,901.00
TOTAL PARKS DEPARTMENT:					\$ 8,061.00
TOTAL HOTEL/MOTEL TAX FUND:					\$ 42,819.01
HOME RULE TAX FUND					
POLICE DEPARTMENT					
005-110-5-502-00 EQUIPMENT & ROLLING STOCK					
AMEREN ILLINOIS		LPR SETUP ON POLE - ANNUAL RENTAL	22030-47110	8/25	8/18/2025 \$ 300.00
DATATRONICS INC		REMOVING OLD AND INSTALL NEW EQUIP IN 5 SQUADS	43834	8/20/2025	\$ 2,625.42
DATATRONICS INC		INSTALL AXON AND RADAR IN NEW VEH, REMOVE FROM OLD K9	43805	7/28/2025	\$ 934.90
PROVIDENCE BANK	PHILLIPS	FUEL FOR NEW SQUAD CAR PICKUP	8/25 001	8/25/2025	\$ 20.00
PROVIDENCE BANK	SPIAMERENIL	POWER TO LPR CAMERA	8/25 001	8/25/2025	\$ 36.02
PROVIDENCE BANK	SPIAMERENIL	POWER TO LPR CAMERAS	8/25 001	8/25/2025	\$ 52.40
PROVIDENCE BANK	SPIAMERENIL	POWER TO LPR CAMERAS	8/25 001	8/25/2025	\$ 36.03
005-110-5-505-00 STREETS & ALLEYS					
PROVIDENCE BANK	SPIAMERENIL	LPR CAMERA POWER	8/25 001	8/25/2025	\$ 36.01
PROVIDENCE BANK	SPIAMERENIL	LPR CAMERA POWER	8/25 001	8/25/2025	\$ 36.02
PROVIDENCE BANK	SPIAMERENIL	LPR CAMERA POWER	8/25 001	8/25/2025	\$ 36.02
TOTAL POLICE DEPARTMENT:					\$ 4,112.82
PW ENGINEERING					
005-120-5-503-00 SURVEY / ENGINEERING - CAPITAL					
MILLENNIA PROFESSIONAL SERVICES OF IL		PEARSON DR, ENGINEERING SERVICES	ME19014-5	8/27/2025	\$ 10,922.76
005-120-5-505-00 STREETS & ALLEYS					
CHRIST BROS ASPHALT INC		L&M, ASPHALT RESURFACING FY 2026, FOUNTAINS PARKWAY	1	8/15/2025	\$ 371,385.31
MAYER LANDSCAPING INC		STITES AVENUE, CORY STREET, CONSTRUCTION	3	8/19/2025	\$ 225,591.53
TOTAL PW ENGINEERING:					\$ 607,899.60
PARKS DEPARTMENT					
005-140-5-503-00 SURVEY / ENGINEERING - CAPITAL					
FARNSWORTH GROUP INC		FVW HTS REC EXP & PARK RENO PROF SERV	262608	8/7/2025	\$ 117,188.67
TOTAL PARKS DEPARTMENT:					\$ 117,188.67

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VENDOR NAME	MERCHANT NAME	DESCRIPTION	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT
PW MUNICIPAL COMPLEX					
005-150-5-504-00 BUILDINGS & STRUCTURES					
EAGLE FLOORING OUTLET		L&M, CARPET TILE, OFFICES & HALLWAY, PD	1-113371	8/18/2025	\$ 7,617.47
TOTAL PW MUNICIPAL COMPLEX:					\$ 7,617.47
LAND USE & DEVELOPMENT					
005-160-5-503-00 SURVEY / ENGINEERING - CAPITAL					
THOUVENOT WADE & MOERCHEN		FAIRVIEW HGTS 2025 MEPRD APPLICATION	92441	7/23/2025	\$ 2,559.50
THOUVENOT WADE & MOERCHEN		HASE 3 -SERVICE JUNE 15, 2025 - JULY 19, 2025	92443	7/23/2025	\$ 1,470.00
TOTAL LAND USE & DEVELOPMENT:					\$ 4,029.50
TOTAL HOME RULE TAX FUND:					\$ 740,848.06
FEDERAL POLICE ESCROW FUND					
POLICE DEPARTMENT					
008-110-5-455-00 MISCELLANEOUS					
CASEYVILLE POLICE DEPARTMENT		PURCHASE OF K9 KENNEL	45874	8/5/2025	\$ 2,500.00
008-110-5-480-00 SUPPLIES					
PROVIDENCE BANK	BOTACH	5 BALLISTICS SHIELDS	8/25 008	8/25/2025	\$ 3,640.80
PROVIDENCE BANK	COUNTRY ESTATE	LODGING FOR K9 RIVER	8/25 008	8/25/2025	\$ 587.00
TOTAL POLICE DEPARTMENT:					\$ 6,727.80
TOTAL FEDERAL POLICE ESCROW FUND:					\$ 6,727.80
LIBRARY FUND					
LIBRARY					
009-170-5-306-00 TELEPHONE UTILITY					
ASSOCIATED BANK		HOTSPOT RENEWAL	45877	8/8/2025	\$ 480.00
DELTA COMMUNICATIONS LLC		FIBEROPTIC	10019895460	8/1/2025	\$ 116.49
PROVIDENCE BANK	GOOGLE	LIBRARY EMAIL	8/25 001	8/25/2025	\$ 28.80
009-170-5-320-00 TECH & OUTSIDE SVCS					
LAZERWARE INC		IT CONTRACT	7236	8/4/2025	\$ 930.78
009-170-5-426-00 SUBSCRIPTIONS-BOOKS					
ASSOCIATED BANK		STREAMING SERVICES	45877	8/8/2025	\$ 315.94
CENTER POINT INC		LARGE PRINT	2185465	8/1/2025	\$ 152.22
GALE		LARGE PRINT BOOKS	9.99101E+11	8/22/2025	\$ 53.23
GALE		LARGE PRINT BOOKS	9.99101E+11	8/22/2025	\$ 177.69
GALE		LARGE PRINT BOOKS	9.99101E+11	8/22/2025	\$ 83.97
GALE		LARGE PRINT BOOKS	9.99101E+11	8/22/2025	\$ 70.49
GALE		LARGE PRINT BOOKS	9.99101E+11	8/22/2025	\$ 83.22
GALE		LARGE PRINT BOOKS	9.99101E+11	8/22/2025	\$ 117.71
GALE		LARGE PRINT BOOKS	9.99101E+11	8/22/2025	\$ 52.48
GALE		LARGE PRINT BOOKS	9.99101E+11	8/22/2025	\$ 59.23

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VENDOR NAME	MERCHANT NAME	DESCRIPTION	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT
GALE		LARGE PRINT BOOKS	9.99101E+11	8/22/2025 \$	149.20
INGRAM		ADULT BOOKS	89594775	8/5/2025 \$	17.38
INGRAM		ADULT BOOKS	89594775	8/5/2025 \$	45.46
INGRAM		ADULT BOOKS	89594775	8/5/2025 \$	28.08
INGRAM		ADULT BOOKS	89594775	8/5/2025 \$	44.25
INGRAM		ADULT BOOKS	89594775	8/5/2025 \$	16.98
INGRAM		ADULT BOOKS	89594775	8/5/2025 \$	16.24
INGRAM		ADULT BOOKS	89594775	8/5/2025 \$	15.35
INGRAM		ADULT BOOKS	89594775	8/5/2025 \$	18.27
INGRAM		ADULT BOOKS	89594775	8/5/2025 \$	19.08
INGRAM		ADULT BOOKS	89594775	8/5/2025 \$	17.44
INGRAM		ADULT BOOKS	89789238	8/14/2025 \$	32.05
INGRAM		ADULT BOOKS	89789238	8/14/2025 \$	19.80
INGRAM		ADULT BOOKS	89789238	8/14/2025 \$	187.46
INGRAM		ADULT BOOKS	89789238	8/14/2025 \$	25.36
INGRAM		ADULT BOOKS	89789238	8/14/2025 \$	14.28
INGRAM		ADULT BOOKS	89789238	8/14/2025 \$	34.49
INGRAM		ADULT BOOKS	89789238	8/14/2025 \$	93.31
INGRAM		ADULT BOOKS	89789238	8/14/2025 \$	50.29
INGRAM		ADULT BOOKS	89789238	8/14/2025 \$	14.57
INGRAM		ADULT BOOKS	89789238	8/14/2025 \$	102.17
INGRAM		AUDIOBOOKS	89716388	8/11/2025 \$	26.08
INGRAM		JUVENILE BOOKS	89650178	8/7/2025 \$	10.83
INGRAM		JUVENILE BOOKS	89650178	8/7/2025 \$	32.35
INGRAM		JUVENILE BOOKS	89650178	8/7/2025 \$	10.91
INGRAM		ADULT BOOKS	90093108	8/27/2025 \$	46.00
INGRAM		ADULT BOOKS	90093108	8/27/2025 \$	19.22
INGRAM		ADULT BOOKS	90093108	8/27/2025 \$	18.23
INGRAM		ADULT BOOKS	90093108	8/27/2025 \$	16.86
INGRAM		ADULT BOOKS	90093108	8/27/2025 \$	17.52
INGRAM		ADULT BOOKS	90093108	8/27/2025 \$	17.46
INGRAM		ADULT BOOKS	90093108	8/27/2025 \$	27.50
INGRAM		ADULT BOOKS	90093108	8/27/2025 \$	45.77
INGRAM		ADULT BOOKS	90093108	8/27/2025 \$	49.38
INGRAM		ADULT BOOKS	90093108	8/27/2025 \$	50.13
INGRAM		ADULT BOOKS	90093108	8/27/2025 \$	16.90
INGRAM		ADULT BOOKS	89650179	8/7/2025 \$	51.50
INGRAM		ADULT BOOKS	89650179	8/7/2025 \$	16.56
INGRAM		ADULT BOOKS	89650179	8/7/2025 \$	139.20
INGRAM		ADULT BOOKS	89650179	8/7/2025 \$	22.49
INGRAM		ADULT BOOKS	89650179	8/7/2025 \$	17.35

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VENDOR NAME	MERCHANT NAME	DESCRIPTION	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT
INGRAM		ADULT BOOKS	89650179	8/7/2025 \$	16.64
INGRAM		ADULT BOOKS	89650179	8/7/2025 \$	17.27
INGRAM		ADULT BOOKS	89650179	8/7/2025 \$	47.61
INGRAM		ADULT BOOKS	89650179	8/7/2025 \$	128.53
INGRAM		ADULT BOOKS	89650179	8/7/2025 \$	32.61
INGRAM		ADULT BOOKS	90124584	8/28/2025 \$	16.58
INGRAM		ADULT BOOKS	90124584	8/28/2025 \$	59.57
INGRAM		ADULT BOOKS	90124584	8/28/2025 \$	46.63
INGRAM		ADULT BOOKS	90124584	8/28/2025 \$	17.40
INGRAM		ADULT BOOKS	90124584	8/28/2025 \$	48.13
INGRAM		ADULT BOOKS	90124584	8/28/2025 \$	20.45
INGRAM		ADULT BOOKS	90124584	8/28/2025 \$	17.47
KANOPY		MOVIE DATABASE	45877	8/8/2025 \$	700.00
MIDWEST TAPE LLC		DVD'S	507564327	8/11/2025 \$	33.74
MIDWEST TAPE LLC		HOOPLA DIGITAL STREAMING SERVICE	507567090	8/7/2025 \$	3,000.00
MIDWEST TAPE LLC		DVD'S	507549570	8/4/2025 \$	26.99
MIDWEST TAPE LLC		DVD'S	507549570	8/4/2025 \$	23.24
PUBLISHERS WEEKLY		SUBSCRIPTIONS	45877	8/8/2025 \$	219.49
ST LOUIS BUSINESS JOURNAL		NEWSPAPER	45898	8/29/2025 \$	230.00
TUMBLEWEED PRESS INC.		KIDS DATABASE	120129	8/31/2025 \$	1,198.00
009-170-5-450-00 MAINTENANCE TO EQUIP					
GENERAL BINDING CORP		LAMINATOR	45887	8/18/2025 \$	584.80
SUMMERONE		COPIER CONTRACT	4372207	8/25/2025 \$	332.08
009-170-5-480-00 SUPPLIES					
INGRAM		PROCCESING	90124587	8/28/2025 \$	2.97
INGRAM		PROCCESING	90124587	8/28/2025 \$	3.96
INGRAM		PROCCESING	90124587	8/28/2025 \$	1.98
INGRAM		PROCCESING	90124587	8/28/2025 \$	1.65
INGRAM		PROCCESING	90124587	8/28/2025 \$	6.93
INGRAM		PROCCESING	90124587	8/28/2025 \$	6.93
INGRAM		PROCCESING	90124587	8/28/2025 \$	1.65
INGRAM		PROCCESING	90124587	8/28/2025 \$	6.93
INGRAM		PROCCESING	89705465	8/11/2025 \$	16.17
INGRAM		PROCCESING	89705465	8/11/2025 \$	1.65
INGRAM		PROCCESING	89705465	8/11/2025 \$	7.26
INGRAM		PROCCESING	89705465	8/11/2025 \$	15.18
INGRAM		PROCCESING	89705465	8/11/2025 \$	2.64
INGRAM		PROCESSING	89705465	8/11/2025 \$	15.18
INGRAM		PROCCESING	89705465	8/11/2025 \$	1.98
INGRAM		PROCCESING	89705465	8/11/2025 \$	2.97
INGRAM		PROCCESING	89705465	8/11/2025 \$	15.18

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VENDOR NAME	MERCHANT NAME	DESCRIPTION	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT
INGRAM		PROCCESING	89705465	8/11/2025	\$ 7.59
TOTAL LIBRARY:					\$ 11,272.03
TOTAL LIBRARY FUND:					\$ 11,272.03
TIF #3 - LINCOLN TRAIL					
LAND USE & DEVELOPMENT					
013-160-5-503-00 SURVEY / ENGINEERING - CAPITAL					
THOUVENOT WADE & MOERCHEN		GRANT SCHOOL TRAIL- JUNE 20, 2025- JULY 15, 2025	T230688.00A	7/28/2025	\$ 6,566.00
013-160-5-505-00 STREETS & ALLEYS					
PROVIDENCE BANK	SCHNUCKS	GREAT STREETS LUNCHEON	8/25 013	8/25/2025	\$ 186.33
TOTAL LAND USE & DEVELOPMENT:					\$ 6,752.33
TOTAL TIF #3 - LINCOLN TRAIL:					\$ 6,752.33
POLICE YOUTH FUND					
POLICE DEPARTMENT					
014-110-5-480-00 SUPPLIES					
PROVIDENCE BANK	GIVIDCAG	YOUTH ACADEMY - HIGH ROPES COURSE FINAL PAYMENT	8/25 001	8/25/2025	\$ 106.60
TOTAL POLICE DEPARTMENT:					\$ 106.60
TOTAL POLICE YOUTH FUND:					\$ 106.60
RECREATION CENTER					
017-200-5-112-00 HEALTH & LIFE INSURANCE					
GUARDIAN LIFE INSURANCE CO		REC COMPLEX - JULY	45891	8/22/2025	\$ 29.70
GUARDIAN LIFE INSURANCE CO		REC COMPLEX - JUNE	45889	8/20/2025	\$ 29.70
UNITED HEALTHCARE INS CO		REC COMPLEX - JUNE	45868	7/30/2025	\$ 1,112.52
UNITED HEALTHCARE INS CO		REC COMPLEX - JULY	45891	8/22/2025	\$ 1,112.52
017-200-5-204-00 EDUCATIONAL EXPENSE					
PROVIDENCE BANK	RED CROSS	CPR CERTIFICATIONS	8/25 017	8/25/2025	\$ 200.00
017-200-5-305-00 ELECTRIC UTILITY					
AMEREN ILLINOIS		ACCT 6627016015 THE REC	627016015.3	8/21/2025	\$ 27,877.33
AMEREN ILLINOIS		305A- REC CTR ACCT NO 6627016015	6627016015	7/23/2025	\$ 26,637.33
017-200-5-307-00 SEWER UTILITY					
CASEYVILLE TOWNSHIP SEWER		THE REC ACCT NO 0401011000	401011000.3	8/1/2025	\$ 496.00
017-200-5-308-00 WATER UTILITY					
CASEYVILLE WATER DEPT		401 65843 00 9950	4016584300	8/1/2025	\$ 1,437.25
CASEYVILLE WATER DEPT		ACCT NO 401 65842 00	4016584200	8/1/2025	\$ 25.00
CASEYVILLE WATER DEPT		ACCT NO 401 65841 00	4016584100	8/1/2025	\$ 1,480.78
017-200-5-320-00 TECH & OUTSIDE SVCS					
SPORTSCON LLC		BOLT FOR BASKETBALL PADS & LABOR	15320	7/22/2025	\$ 525.00
THE FOURCE GROUP		MARKETING SERVICES	9726	7/1/2025	\$ 8,750.00
THE FOURCE GROUP		BUSINESS CARDS	9971	7/23/2025	\$ 450.00

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VENDOR NAME	MERCHANT NAME	DESCRIPTION	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT
PROVIDENCE BANK	SOUNTRACK	MUSIC STREAMING SERVICE	8/25 017	8/25/2025 \$	58.50
017-200-5-425-00 UNIFORM PURCHASE					
PROVIDENCE BANK	APT	UNIFORM SHIRTS FOR MAINTENANCE	8/25 017	8/25/2025 \$	77.85
017-200-5-480-00 SUPPLIES					
CINTAS FIRST AID & SAFETY		FIRST AID SUPPLIES	5283807211	7/31/2025 \$	87.87
CINTAS FIRST AID & SAFETY		FIRST AID SUPPLIES	5288647505	8/26/2025 \$	24.62
PROVIDENCE BANK	AMAZON	AVERY PRINTABLE LABELS 3000 CT	8/25 017	8/25/2025 \$	53.18
PROVIDENCE BANK	AMAZON	POOL BALL RACK	8/25 017	8/25/2025 \$	13.99
PROVIDENCE BANK	SAM'S	FACIAL TISSUES FOR THE REC	8/25 017	8/25/2025 \$	13.98
PROVIDENCE BANK	SAM'S	SUGAR FOR COFFEE AND LUNCHEONS	8/25 017	8/25/2025 \$	7.28
PROVIDENCE BANK	SAM'S	STAPLER COFFEE COFFEE CREAMER	8/25 017	8/25/2025 \$	124.74
TOTAL :				\$	70,625.14
017-210-5-112-00 HEALTH & LIFE INSURANCE					
GUARDIAN LIFE INSURANCE CO		REC - MEMBERSHIP - JULY	45891	8/22/2025 \$	30.24
GUARDIAN LIFE INSURANCE CO		REC - MEMBERSHIP - JUNE	45889	8/20/2025 \$	30.24
UNITED HEALTHCARE INS CO		REC - MEMBERSHIP - JUNE	45868	7/30/2025 \$	3,211.54
UNITED HEALTHCARE INS CO		REC - MEMBERSHIP - JULY	45891	8/22/2025 \$	3,211.54
017-210-5-320-00 TECH & OUTSIDE SVCS					
AMERICAN LITHOGRAPHY AND PUBLISHING INC		AUGUST PROGRAM GUIDE PRINTING	45888	8/19/2025 \$	2,321.50
JOE'S PIZZA AND PASTA OF FAIRVIEW HEIGHT		PIZZA FOR BDAY PARTIES	429507	7/29/2025 \$	2,643.00
017-210-5-480-00 MEMBERSHIP - SUPPLIES					
PROVIDENCE BANK	GFS MARKETPLACE	COOKIES FOR MEMBERSHIP APPRECIATION EVENT	8/25 017	8/25/2025 \$	134.53
PROVIDENCE BANK	SAM'S	2 X GOVEE LIGHT CURTAINS WITH IMAGES FOR EVENTS	8/25 017	8/25/2025 \$	139.96
PROVIDENCE BANK	SAM'S	LARGE PORTABLE SPEAKER FOR EVENTS	8/25 017	8/25/2025 \$	197.00
PROVIDENCE BANK	SAM'S	PORTABLE BLUETOOTH SPEAKER FOR EVENTS	8/25 017	8/25/2025 \$	197.00
PROVIDENCE BANK	WALMART	SODA FOR BDAY PARTIES	8/25 017	8/25/2025 \$	13.00
PROVIDENCE BANK	WALMART	SODA FOR BDAY PARTIES	8/25 017	8/25/2025 \$	10.00
PROVIDENCE BANK	WALMART	SODA FOR BDAY PARTIES	8/25 017	8/25/2025 \$	18.00
TOTAL :				\$	12,157.55
017-220-5-112-00 HEALTH & LIFE INSURANCE					
GUARDIAN LIFE INSURANCE CO		REC - OPERATIONS - JULY	45891	8/22/2025 \$	30.24
GUARDIAN LIFE INSURANCE CO		REC - OPERATIONS - JUNE	45889	8/20/2025 \$	30.24
UNITED HEALTHCARE INS CO		REC - OPEATIONS - JUNE	45868	7/30/2025 \$	3,211.54
UNITED HEALTHCARE INS CO		REC - OPERATIONS - JULY	45891	8/22/2025 \$	3,211.54
017-220-5-320-00 TECH & OUTSIDE SVCS					
JEN MECHANICAL INC		HVAC SERVICE INV 1680-FHRC-05	1680-FHRC -05	8/11/2025 \$	615.00
TECH ELECTRONICS		ANNUAL FIRE ALARM INSPECTIONS	136261	8/26/2025 \$	760.00
TECH ELECTRONICS		ALARM TROUBLESHOOTING	135673	8/25/2025 \$	591.00
PROVIDENCE BANK	IL FIRE MARSHALL FEE	INSPECTION FOR SPRINKLERS AT THE REC	8/25 017	8/25/2025 \$	71.58

AUGUST PAYEMENT APPROVAL REPORT

8/1/2025 - 8/31/2025

VENDOR NAME	MERCHANT NAME	DESCRIPTION	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT
017-220-5-480-00 SUPPLIES					
PROVIDENCE BANK	AMAZON	36 INCH SPRAY WAND WITH HEAVY DUTY HOSE	8/25 017	8/25/2025 \$	33.96
PROVIDENCE BANK	AMAZON	URINAL SENSOR SIDE MOUNT RETROFIT X 2	8/25 017	8/25/2025 \$	350.00
PROVIDENCE BANK	AMAZON	HVAC COIL SPRAYER AND CLEANER	8/25 017	8/25/2025 \$	57.95
PROVIDENCE BANK	AMAZON	NU-CALGON NU-BRITE 1 GAL CLEANER	8/25 017	8/25/2025 \$	41.99
PROVIDENCE BANK	AMAZON	ODOBAN - 4 GALLONS	8/25 017	8/25/2025 \$	80.72
PROVIDENCE BANK	AMAZON	NITRILE GLOVES X 2	8/25 017	8/25/2025 \$	16.48
PROVIDENCE BANK	CRESCENT PARTS	PLEATED AIR FILTERS	8/25 017	8/25/2025 \$	288.92
PROVIDENCE BANK	DUTCH HOLLOW	TRASH LINERS PAPER TOWELS CLEANERS	8/25 017	8/25/2025 \$	2,454.33
PROVIDENCE BANK	LOWE'S	PRESSURE WASHER HOSE 30FT	8/25 017	8/25/2025 \$	49.98
TOTAL :					\$ 11,895.47
017-230-5-204-00 EDUCATIONAL EXPENSE					
PROVIDENCE BANK	LES MILLS	SM ESSENTIAL TRAINING PKG	8/25 017	8/25/2025 \$	599.00
PROVIDENCE BANK	NETGYM	PRO VERSION FITNESS	8/25 017	8/25/2025 \$	89.00
017-230-5-320-00 TECH & OUTSIDE SVCS					
BRIDGES, KATRINA		ZUMBA CLASS 7/1-7/15	45875	8/6/2025 \$	175.00
CUMMINS, AVEGAIL		FIT INST AUG 1-15, 2025	45889	8/20/2025 \$	487.00
ECO FIT EQUIPMENT LLC		REPAIR RECUMBENT BIKE INV 20624	20624	8/18/2025 \$	193.30
ECO FIT EQUIPMENT LLC		PARTS & LABOR FOR FITNESS EQUIP INV #20485	20485	8/4/2025 \$	3,250.10
FISHBEIN, EMILY JEAN		YOGA INST AUG 1-15,2025	45889	8/20/2025 \$	75.00
FISHBEIN, EMILY JEAN		YOGA CLASS 7/15-7/31	45875	8/6/2025 \$	50.00
GATTUSO, KATHRYN ANNE		FIT INST AUG 1-15, 2025	45889	8/20/2025 \$	50.00
GATTUSO, KATHRYN ANNE		PERS TRAIN AUG 1-15, 2025	45889	8/20/2025 \$	84.00
GATTUSO, KATHRYN ANNE		PT \$126 320C CLASS \$50	45816	6/8/2025 \$	176.00
GILBERT, JUDITH A		ROCK STEADY INST AUG 1-15, 2025	45889	8/20/2025 \$	60.00
GILBERT, JUDITH A		ROCK STEADY CLASSES 7/16-7/31	45875	8/6/2025 \$	45.00
HAYES, LISA CATHERINE		7/1-7/31 CLASS INSTRUCTOR	45875	8/6/2025 \$	184.00
HEDEMAN, CHANTEL		7/1-7/31 CLASS INST	45875	8/6/2025 \$	350.00
KEHRER, DEBRA A		ROCK STEADY CLASS AUG 1-15, 2025	45889	8/20/2025 \$	45.00
KEHRER, DEBRA A		ROCK STEADY CLASS 7/15-7/31	45875	8/6/2025 \$	60.00
KISGEN DONNA		FIT INST AUG 1-15, 2025	45889	8/20/2025 \$	50.00
LUTTRELL-ANDREWS, SABRINA RJ		PERSONAL TRAINING AUG 1-15,2025	45889	8/20/2025 \$	392.00
LUTTRELL-ANDREWS, SABRINA RJ		CLASS INST AUG 1-15, 2025	45889	8/20/2025 \$	88.00
MEEKER, GWEN		CLASS INVOICE 7/16-7/31	45875	8/6/2025 \$	162.00
MUSSULMAN DONNA D		LINE DANCE 7/1-7/31	45875	8/6/2025 \$	72.00
O'DONNELL, SHERI L		7/17/25 ACTIVE AGING CLASS	45875	8/6/2025 \$	25.00
QUIROS, MICHAEL JOSEPH		PT 7/16-7/31	45875	8/6/2025 \$	148.50
QUIROS, MICHAEL JOSEPH		PERSONAL TRNG AUG 1-15, 2025	45889	8/20/2025 \$	190.75
RENNER, AUTUMN LEE		FIT INSTR JULY 31, 2025	45889	8/20/2025 \$	27.00
SIMMONS VICTORIA JUNE		FIT INST AUG 1-15,2025	45889	8/20/2025 \$	50.00

AUGUST PAYEMENT APPROVAL REPORT

8/1/2025 - 8/31/2025

VENDOR NAME	MERCHANT NAME	DESCRIPTION	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT
WOODELL ARIEL CHIFFON		8/4 HIIT CLASS SUB	45875	8/6/2025	\$ 23.00
WORKOUTWITHYO		PERSONAL TRAINING AUG 1-15, 2025	45889	8/20/2025	\$ 37.50
WORKOUTWITHYO		PT 7/1 - 7/31	45875	8/6/2025	\$ 150.00
017-230-5-480-00 SUPPLIES					
PROVIDENCE BANK	AMAZON	WHITE PAINT MARKERS TO LABEL BLACK EQUIPMENT	8/25 017	8/25/2025	\$ 7.65
PROVIDENCE BANK	AMAZON	TOWELS FOR USERS TO WIPE DOWN EQUIPMENT	8/25 017	8/25/2025	\$ 35.98
PROVIDENCE BANK	AMAZON	2 WEIGHTED BALLS AND 3 RESISTANCE BANDS	8/25 017	8/25/2025	\$ 151.06
PROVIDENCE BANK	SAM'S	SPEAKER DAMAGED IN SHIPPING AND RETURNED	8/25 017	8/25/2025	\$ (197.00)
TOTAL :				7,385.84	\$ 7,192.54
017-240-5-320-00 TECH & OUTSIDE SVCS					
PROVIDENCE BANK	HEAD RUSH	ANNUAL SERVICE CLIP N CLIMB	8/25 017	8/25/2025	\$ 754.92
PROVIDENCE BANK	PAYFLOW	CLIP AND CLIMB SOFTWARE	8/25 017	8/25/2025	\$ 30.00
TOTAL :					\$ 784.92
017-250-5-320-00 TECH & OUTSIDE SVCS					
CAPRI POOLS LLC		INSTALLATED WATER LEVEL SENSOR IN SURGE TANK	6480	8/29/2025	\$ 300.00
FURMANEK, CELESTE M		SWIM INSTRUCTOR JULY 1-31, 2025	45887	8/18/2025	\$ 1,379.00
GAVIN, KATHLEEN S		SWIM INSTRUCTOR JULY 1-31, 2025	45887	8/18/2025	\$ 90.00
SANDERS, JEANEE M		SWIM INSTRUCTOR JULY 1-31, 2025	45887	8/18/2025	\$ 1,140.00
SIEKMANN, GABRIELLE		SWIM INSTRUCTOR JULY 1-31, 2025	45887	8/18/2025	\$ 90.00
017-250-5-480-00 SUPPLIES					
CAPRI POOLS LLC		POOL CHEMICALS	6481	8/29/2025	\$ 1,581.50
CAPRI POOLS LLC		POOL CHEMICALS	5960	5/30/2025	\$ 5,720.00
CAPRI POOLS LLC		GRATE SUPPORTS INV 6457	6457	8/15/2025	\$ 2,245.00
PROVIDENCE BANK	AMAZON	DEEP CLEAN POOL SUPPLIES POLE SCRUBBER RESPIRATOR GLOVES	8/25 017	8/25/2025	\$ 385.27
PROVIDENCE BANK	AMAZON	SIMPLE GREEN OXY PRESSURE WASHER CLEANER X 2	8/25 017	8/25/2025	\$ 51.98
TOTAL :					\$ 12,982.75
017-260-5-320-00 TECH & OUTSIDE SVCS					
AMERICAN LITHOGRAPHY AND PUBLISHING INC		PROGRAM GUIDE PRINTING INV 261556-01	45887	8/18/2025	\$ 2,321.50
KING-WINFREY, KRISTIN		S2 YOUTH VB AGES 6-13	45881	8/12/2025	\$ 268.00
KING-WINFREY, KRISTIN		YOUTH VB SES 1 AGES 12-15	8/6/25/3	8/6/2025	\$ 518.00
KING-WINFREY, KRISTIN		YOUTH VB S2 AGES 12-15	8/6/25/2	8/6/2025	\$ 511.00
KING-WINFREY, KRISTIN		YOUTH VB S2 AGES 10-13	45875	8/6/2025	\$ 364.00
KING-WINFREY, KRISTIN		YOUTH VB AGES 6-13	45881	8/12/2025	\$ 630.00
KING-WINFREY, KRISTIN		S2 VB AGES 12-15	45888	8/19/2025	\$ 378.00
STONEWOLF GOLF CLUB		YOUTH GOLF LESSONS	45875	8/6/2025	\$ 1,092.00
PROVIDENCE BANK	SWANK MOTION PICTURE	MOVIE IN THE PARK LICENSE MOANA 2	8/25 017	8/25/2025	\$ 550.00
017-260-5-480-00 SUPPLIES					
BELLEVILLE EAST HIGH SCHOOL		DAY CAMP BUS TRANSPORTATION I	2865	8/7/2025	\$ 1,902.75

AUGUST PAYEMENT APPROVAL REPORT

8/1/2025 - 8/31/2025

VENDOR NAME	MERCHANT NAME	DESCRIPTION	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT
PROVIDENCE BANK	AMAZON	DAY CAMP WATER SLIDE	8/25 017	8/25/2025	\$ 42.99
PROVIDENCE BANK	AMAZON	FISH PENS FOR FISHING RODEO BAGS	8/25 017	8/25/2025	\$ 35.99
PROVIDENCE BANK	AMAZON	FISH STICKERS FOR FISHING RODEO	8/25 017	8/25/2025	\$ 8.99
PROVIDENCE BANK	AMAZON	DAY CAMP CRAFT	8/25 017	8/25/2025	\$ 44.57
PROVIDENCE BANK	AMAZON	BAGS FOR FISHING RODEO	8/25 017	8/25/2025	\$ 7.59
PROVIDENCE BANK	AMAZON	COLORED SAND BOTTLES CRAFT SUPPLIES FOR CAMP	8/25 017	8/25/2025	\$ 102.93
PROVIDENCE BANK	AMAZON	POPCORN SEASONING FOR EOS BASH AND MOVIE IN PARK	8/25 017	8/25/2025	\$ 14.99
PROVIDENCE BANK	AQUAPORT	DAY CAMP FIELD TRIP	8/25 017	8/25/2025	\$ 294.00
PROVIDENCE BANK	DICKS	BASKETBALLS YOUTH SPORTS	8/25 017	8/25/2025	\$ 87.96
PROVIDENCE BANK	DOLLAR GENERAL	DAY CAMP PAPER TOWELS	8/25 017	8/25/2025	\$ 5.28
PROVIDENCE BANK	DOLLAR GENERAL	CAMP CRAFT SUPPLIES PIPECLEANERS PLATES ARTFCL PLANTS	8/25 017	8/25/2025	\$ 12.75
PROVIDENCE BANK	DOMINOS PIZZA	DAY CAMP LUNCH	8/25 017	8/25/2025	\$ 87.89
PROVIDENCE BANK	GFS MARKETPLACE	FOOD GLOVES	8/25 017	8/25/2025	\$ 10.99
PROVIDENCE BANK	GFS MARKETPLACE	SR LUNCH BEANS ROLLS POTATOES GRAVY PLATES	8/25 017	8/25/2025	\$ 87.91
PROVIDENCE BANK	GFS MARKETPLACE	DAY CAMP KITCHEN SUPPLIES	8/25 017	8/25/2025	\$ 28.98
PROVIDENCE BANK	GFS MARKETPLACE	CAMP LUNCH FOOD TACO MEAT LETTUCE	8/25 017	8/25/2025	\$ 43.97
PROVIDENCE BANK	GFS MARKETPLACE	DAY CAMP CRAFT SUPPLY	8/25 017	8/25/2025	\$ 17.98
PROVIDENCE BANK	HOBBY-LOBBY	CRAFT SUPPLIES FOR CAMP PAPERCRRAFTS STRING	8/25 017	8/25/2025	\$ 11.23
PROVIDENCE BANK	JOES PASTA AND PIZZA	DAY CAMP LUNCH	8/25 017	8/25/2025	\$ 123.60
PROVIDENCE BANK	RULER FOODS	LUNCHABLE UNCRUSTABLES EMERGENCY LUNCHES	8/25 017	8/25/2025	\$ 13.46
PROVIDENCE BANK	SAM'S	BOWLS PLATES CUPS CROCKPOT LINERS KNIFE SET	8/25 017	8/25/2025	\$ 90.38
PROVIDENCE BANK	SAM'S	CAMP SNACKS CHIPS CRACKERS COOKIES GRANOLA BARS	8/25 017	8/25/2025	\$ 164.14
PROVIDENCE BANK	SAM'S	FOOD FOR CAMP LUNCH FRITOS PEACHES CHEESE BROWNIES	8/25 017	8/25/2025	\$ 69.74
PROVIDENCE BANK	SAM'S	LUNCH FOR CAMP HOTDOGS BUNS H2OMELON CHIPS COOKIES	8/25 017	8/25/2025	\$ 76.96
PROVIDENCE BANK	ST LOUIS MAGIC HOUSE	DAY CAMP FIELD TRIP	8/25 017	8/25/2025	\$ 262.50
TOTAL :					\$ 10,283.02
TOTAL RECREATION CENTER:					\$ 126,114.69
OPEB FUND					
OPEB CONTRIBUTIONS					
030-000-4-601-00 INSURANCE CONT - EMPLOYEE/RET					
UNITED HEALTHCARE INS CO		RETIREMENT CONT - JUNE	45868	7/30/2025	\$ 3,994.99
UNITED HEALTHCARE INS CO		RETIREMENT CONT - JULY	45891	8/22/2025	\$ 3,950.33
TOTAL OPEB CONTRIBUTIONS:					\$ 7,945.32
TOTAL OPEB FUND:					\$ 7,945.32
GRAND TOTALS:					\$ 1,760,877.82
AUGUST ACCOUNTS PAYABLE					\$ 1,760,877.82
AUGUST PAYROLL					\$ 1,068,582.05
GRAND TOTAL					\$ 2,829,459.87

PROPOSED ORDINANCE NO. XX-25

AN ORDINANCE AUTHORIZING A REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF FAIRVIEW HEIGHTS, ILLINOIS AND HC FAIRVIEW, LLC FOR A REDEVELOPMENT PROJECT AT 1-26 PLAZA DRIVE IN THE CITY OF FAIRVIEW HEIGHTS

WHEREAS, the City of Fairview Heights, as a home rule unit of government under the Constitution of the State of Illinois, possesses the authority under its home rule powers to enter into this Agreement with HC Fairview, LLC in furtherance of its redevelopment plan and project to, *inter alia*, promote the health, safety, and welfare of the City's inhabitants by promoting enhancements to the local tax base and to create employment; and

WHEREAS, HC Fairview, LLC desires to undertake site improvements at 1-26 Plaza Drive, Fairview Heights, IL, 62208 and currently owns the real estate underlying the Project Area; and

WHEREAS, the Finance Committee of the City Council met on September 16, 2025 to review the application for the Project and recommended approval of the application to be incorporated into a Redevelopment Agreement; and

WHEREAS, the City Council of the City has determined that the Project will be consistent with the goals of the City's Comprehensive Plan and is authorized under the City's Home Rule powers.

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

SECTION 1. INCORPORATION OF THE RECITALS

The City of Fairview Heights hereby finds that all of the recitals contained in the preambles to this Ordinance are true, correct and complete and are hereby incorporated by reference thereto and a made a part thereof.

SECTION 2. REDEVELOPMENT AGREEMENT

The City Council of the City of Fairview Heights hereby authorizes the mayor to execute the attached Redevelopment Agreement with HC Fairview, LLC.

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

READ FIRST TIME:

READ SECOND TIME:

PASSED:

APPROVED:

MARK T. KUPSKY – MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD – CITY CLERK

CITY OF FAIRVIEW HEIGHTS, ILLINOIS REDEVELOPMENT AGREEMENT

HC Fairview, LLC

Redevelopment of Retail Commercial Space

located at 1-26 Plaza Drive - Fairview Heights, Illinois



APPENDIX 1

Application #: _____

Business Assistance Program Application

Applicant Information

1. Name of Person Completing Application: Will Hulshof, President
2. Address: 73 White Bridge Road, STE 103 #230, Nashville, TN 37205
3. Phone Number: 915-247-9949
4. Fax Number: _____
5. Email: will@highlandcpt.com

Business Information

1. Business Name: HC Fairview LLC
2. Owner: Wyatt Woeltje, Principal/Member
 - a. Representative of owner: Will Hulshof, President
 - b. Does Representative have a financial interest in the project? ☐ Yes ☒ No
 - c. If yes, what is the percentage level of participation? _____%
3. State of Organization: Delaware
4. Address: 73 White Bridge Road, STE 103 #230, Nashville, TN 37205
5. Phone Number: 915-247-9949
6. Fax Number: _____
7. Email: will@highlandcpt.com wyatt@highlandcpt.com
8. Type of Business Entity: Limited Liability Company

Project Information

Provide the Street Address of the project: 1-26 Plaza Drive, Fairview Heights, IL 62208

1. Is project located in ☒ Lincoln Trail Tax Increment Finance District (See Map Exhibit A)
☐ Fairview Heights Tax Increment Finance District (See Map Exhibit B)
☐ St. Clair Square Shoppes Tax Increment Finance (See Map Exhibit C)
☐ St. Clair Square Shoppes Business District (See Map Exhibit C)
☐ City of Fairview Heights (See Map Exhibit D)
☐ Lincoln Trail TIF Façade and Site Improvement Program (see Map Exhibit E)
☐ Fairview Heights TIF #4 (See Map Exhibit F)
☐ Ludwig Drive TIF (See Map Exhibit G)
☐ State Route 159 North TIF (See Map Exhibit H)
☐ Enterprise Zone (See Map Exhibit I)

2. Have you completed an application for Site Plan Review (Appendix 2)?

YES ☒ NO

If Yes, attach a copy of your completed Site Plan Review application, *including copies of any Site Development Plans, Maps, or any other supporting documentation*. If No, contact the Director of Land Use, Planning, and Development to obtain and complete all necessary applications.

3. What is the current zoning classification of the property? B-4
Will the proposed project require a zoning amendment, variance, or special use permit? No
If Yes, provide application numbers and dates for each application: _____

4. What is the nature of the proposed project?

New Construction Expansion ☒ Occupancy of Existing Building

If new construction specify as: Commercial; Residential; Industrial

5. Provide a narrative description of the proposed project (attach additional pages if necessary). Applicant must be as specific as possible in describing: (1) the type of business proposed to be conducted at the site; (2) current condition of the site including size and condition of any existing structures, environmental conditions, and past uses of the site; (3) proposed development/redevelopment activities, scope of work, type of construction, etc.; (4) financing; (5) why Business Assistance Program monies are necessary for completion of the project; and (6) how the project is consistent with the goals and objectives identified in the TIF Redevelopment Plan or Business District Plan.

Retail Redevelopment, National, Regional, and local retailers

~210,497 square foot shopping center, previously and currently retail, Class A

Financing involved, with Business Assistance Program monies needed to assist in bringing the retailers into the center, Capital Expenditures, and costs for upgrades

Bringing in the retails benefits the center, community, and city via tax revenue

6. Are any public infrastructure improvements required for this project to proceed?

☒ YES ☐ NO. If Yes, describe improvements required:

Scope unknown, but likely sidewalks and roads

7. Will the applicant obtain competitive bids from local contractors and sub-contractors?

☒ YES ☐ NO

8. Identify: Project Start Date: TBD and Project Completion Date: TBD

Project Costs

1. Estimated Total Project Cost: complete the following worksheet

Remodeling/Rehabilitation/Expansion (TOTAL):	\$	
Labor	\$	
Materials	\$	
New Construction (TOTAL):	\$	
Labor	\$	
Materials	\$	
Capital Equipment:	\$	
Site Improvements (Acquisition/Preparation, etc.):	\$	
Other:	\$	
TOTAL ESTIMATED PROJECT COST:	\$ TBD	(see attached)

* Attach evidence (such as commitment letters or terms sheets) evidencing that the portion of the project funded by private investment will be financed, as well as the source of the funding.

Public Benefits

Provide the Property Identification Number (PIN) for each parcel of property comprising the proposed project area, as well as the current equalized assessed value (EAV) and property taxes as stated on the most recent tax bill for each parcel. Please provide an estimated projection of the EAV and taxes resulting from the project.

PIN	EAV	TAXES	Projected EAV	Projected TAXES
03-28.0-200-046	1,328,145	\$85,743.72	1,460,959	\$94,318.92
03-28.0-200-062	1,438,823	\$92,888.98	1,582,705	\$102,177.87

Existing sales subject to sales tax: 0

Proposed sales subject to sales tax: 2,000,000

Existing number of FTE jobs: 0

Proposed number of FTE jobs: 10

Indicate the total amount of financial assistance requested (in current dollars): \$62,606.00

* Attach data supporting the financial feasibility of the project, the projected performance outcomes of the requested financial assistance, or any professional studies or reports supporting the viability of the project.

Describe the public benefits that will be realized by the completion of this project. Examples of public benefits include, but are not limited to, creation of affordable housing, creation of new permanent jobs, creation of new retail choices in an underserved neighborhood, rehabilitation of a historic building, catalyst for new private investment in a neighborhood, re-occupancy of a vacant building, elimination of blight, incorporation of environmentally-friendly features, job training opportunities (attach additional sheets if necessary):

Miscellaneous

1. Does project involve a move from another location? ☒ NO ☐ YES

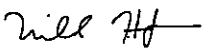
If Yes, indicate City and State _____

2. Applicant acknowledges that, to obtain benefits under the City of Fairview Heights' Business Assistance Program, the proposed project must be of a nature that a building permit must be obtained through the City of Fairview Heights. As such, the applicant agrees that such a permit must be obtained prior to disbursement of any funding under the Business Assistance Program.

☒ Applicant Agrees ☐ Applicant Disagrees

SIGNATURE OF PROJECT REPRESENTATIVE

I hereby certify I have read and understand the content of the Business Assistance Program Document and to the best of my ability present the above information as true and accurate.

Will Hulshof		President	2/26/2025
NAME		TITLE	DATE

NOTE: Applications will not be considered for approval until they are completed in full and signed by the applicant.

LEGAL DISCLAIMER: completion of this application does not entitle the applicant to financial assistance under the Business Assistance Program. Any such assistance must be approved by the Fairview Heights City Council.

All applications shall be submitted to Dallas Alley, CFM, at the address listed below.

If you have any questions, please contact:

Dallas Alley, CFM
Director of Economic Development
City of Fairview Heights
10025 Bunkum Road
Fairview Heights, IL 62208
618.489.2061 (Office)
alley@cofh.org



CITY OF FAIRVIEW HEIGHTS

10025 BUNKUM ROAD ♦ FAIRVIEW HEIGHTS, ILLINOIS 62208 ♦ PHONE: 618.489.2000 ♦ WWW.COFH.ORG

Highland Capital TIF Application Cost Summary

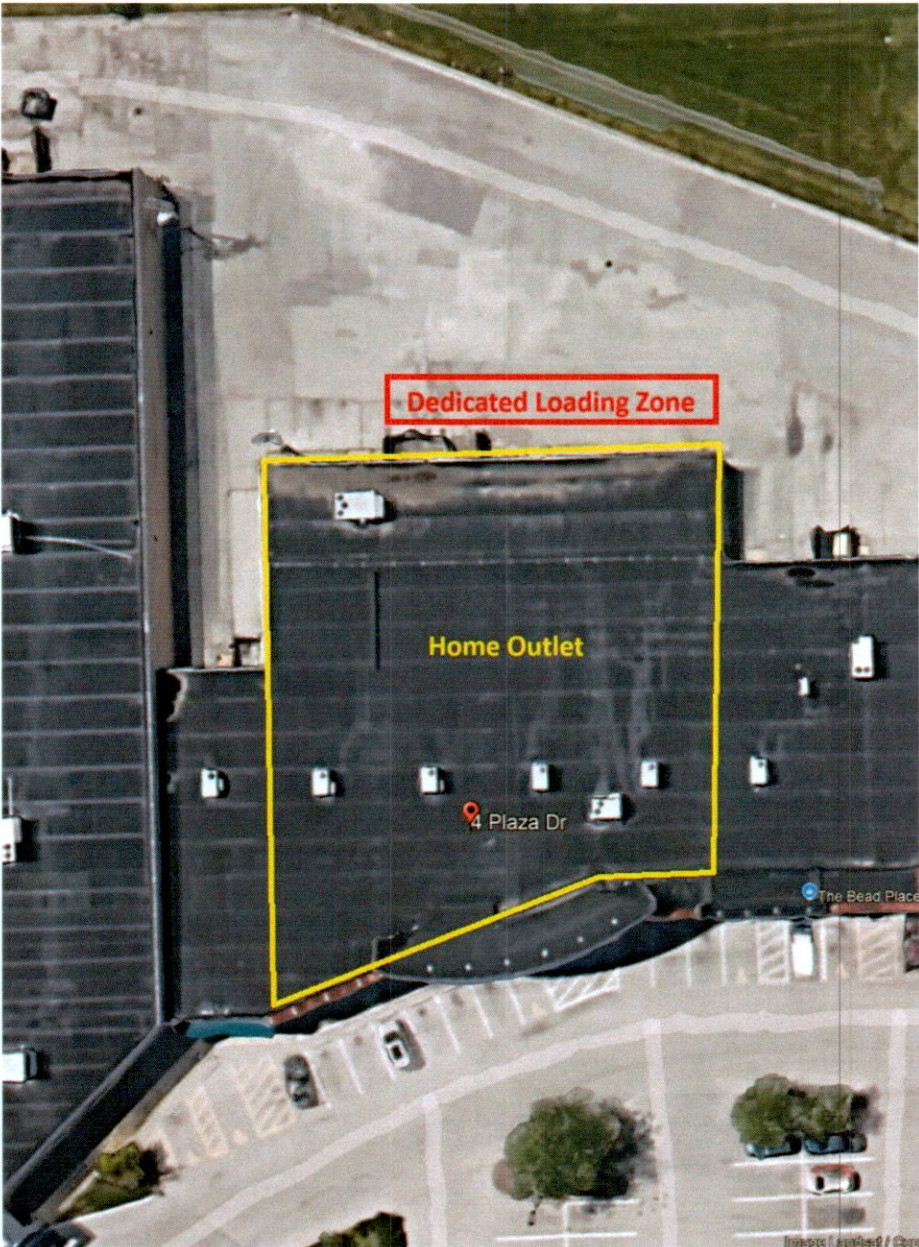
- City Permit Fees - \$450
- Fire Department Permit Fees - \$450
- Overhead Door Cost - \$5180.00
- HVAC Cost w/ additions & Labor - \$56526.00

- **Total: \$62606.00**

LANDLORD'S WORK

Fairview Heights, IL Scope of Work

1. Ensure space is 16,000+/- sqft.
2. Demo all in red on plan.
3. Construct a 10'x10' breakroom with drop ceiling, kitchen sink connections, 2x4 troffer LED light fixture, and one (1) duplex receptacle on each wall.
4. Construct a 10'x10' office with drop ceiling, 2x4 troffer LED light fixture, a half- light door and one (1) duplex receptacle on each wall.
5. Install a 12'W x 10'T OHD as shown on plan in blue.
6. Demo all flooring leaving a smooth bare concrete floor, free of tripping hazards and that will allow forklift traffic.
7. Patch/repair all drywall.
8. Paint all interior walls and columns a light uniform color. ECB to specify color.
9. Ensure all HVAC servicing the restrooms, break room, and office are controlled separately from the main area of space.
10. Ensure all HVAC throughout space is in good working order.
11. Ensure all electrical, mechanical, and plumbing are in good working order. This includes, but not limited to, all electric doors, lighting, and plumbing fixtures.
12. Ensure all light fixtures are in good working order and have working lamps.
13. Ensure all utilities are available in space and metered separately from the other spaces in the center.
14. Provide 15'x100' loading zone at rear of space and allow ECB to place a portable loading ramp. See attached.
15. Deliver space with a CO meeting all applicable codes.





Home Outlet Fairview Heights IL



Proposal



Phone. (618) 222-9084

5909 Cool Sports Road, Belleville, IL, 62223

Fax. (618) 222-9376

7/15/2025

Cambri Builders (home outlet -old payless store)
#3 thru 6 Plaza Dr.
Fairview heights IL

RE: Rooftop unit replacement units 3-2 and 3-6 for retail space and replace filters of existing units and 1 damaged belt

Scope: Replace (2) Carrier rooftop HVAC unit with Carrier 6-ton and 17.5-ton rooftop HVAC unit as outlined Below

- Hoisting
- Demo existing units Per EPA guidelines
- Set new unit on existing curb for 6-ton and 17.5-ton on curb adapter (Carrier equipment)
- Reconnect to existing power and control wiring reuse existing control inside
- Reconnect to existing gas piping
- Install hail guards on both new units
- Install new condensate drain piping per code
- Removal of debris from Job site Start and check proper operation of new systems

Exclusions:

- Building upgrades
- Vandalism
- Overtime
- Replacement of existing power disconnect

Price complete includes tax exemption . . \$ 45,770.00 Economizer Option each: \$1,580.00

New disconnect option . . . \$ 770.00 each

"Customer agrees to pay 1 1/2% per month in finance charges on all balances not paid within thirty (30) days of purchase."

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized

Signature Dean Carlton

Note: This proposal may be withdrawn by us if not accepted within 30 days

Acceptance of Proposal -The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature _____

Signature _____



PCCO #001

Project: - Home Outlet - Fairview Heights, IL
3-6 Plaza Dr
Fairview Heights, Illinois 62208

Prime Contract Change Order #001: Owner Change Order 1 - HVAC Work

TO:	HC Fairview, LLC 73 White Bridge Rd. Ste. 103 #230 Nashville, TN 37205	FROM:	Cambri Builders 6400 Technology Center Drive, Suite 100 Indianapolis, Indiana 46278
DATE CREATED:	7/18/2025	CREATED BY:	Lee Buchanan (Cambri Builders)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
SCHEDULE IMPACT:		EXECUTED:	No
REVISED SUBSTANTIAL COMPLETION DATE:		SIGNED CHANGE ORDER RECEIVED DATE:	
CONTRACT FOR:	1:Home Outlet Contract	TOTAL AMOUNT:	\$56,526.00
DESCRIPTION:			
ATTACHMENTS:			

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
001	HVAC Work		\$56,526.00
Total:			\$56,526.00

CHANGE ORDER LINE ITEMS:

PCO # 001: HVAC Work

#	Budget Code	Description	Amount
1	15.Other Mechanical.Other Costs of Services	HVAC Cost	\$50,470.00
2	OH&P.Professional Services Overhead and Profit.Professional Services	OH&P	\$6,056.00
Grand Total:			\$56,526.00

The original (Contract Sum)	\$137,722.00
Net change by previously authorized Change Orders	\$0.00
The contract sum prior to this Change Order was	\$137,722.00
The contract sum would be changed by this Change Order in the amount of	\$56,526.00
The new contract sum including this Change Order will be	\$194,248.00
The contract time will not be changed by this Change Order.	

HC Fairview, LLC
73 White Bridge Rd. Ste. 103 #230
Nashville, TN 37205

Cambri Builders
6400 Technology Center Drive, Suite 100
Indianapolis, Indiana 46278

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

The Genuine. The Original.



Overhead Door Company of St. Louis
A DH PACE Company

General Office and Showroom
12046 Lackland Rd.
Maryland Heights, MO 63146
P 314-781-5200 • F 314-781-0938
OverheadDoorStLouis.com

PROPOSAL

Overhead Doors • High Speed Doors • Dock Equipment • Gate and Operator Systems

BUYER (and billing address if different from site):	PROJECT (site address):
Customer: Cambri Builders LLC Address: 6400 Technology Center Dr City: Indianapolis, IN 46278	Name: Project- Fairview Heights Address: 3-6 Plaza Dr City: Fairview Heights, IL 62208

Proposal #: RD072425Cambri				
Submitted By:	Rob Dobbelaire	Commercial Sales	(314) 220-3178	Rob.Dobbelaire@dhpace.com
Submitted To:	Lee Buchanan	Proposal Date:	7/24/2025	Net Price

FURNISH AND INSTALL:

We propose to furnish and install (1) 12'2" wide X 10'1" tall Overhead Door Company 426 series insulated sectional door. The door will be white in color, have 2" standard lift track, perimeter weather seals, 10,000 cycle springs, an inside slide lock, and a chain hoist for operation.

Total Price: \$4,625.00

Addendum E-2.

We have been placed on notice from our supplier partners that the recently announced international trade tariffs may be implemented suddenly and result in material surcharges for all new orders placed in addition to the quoted prices. This proposal is based on current pricing from Seller's suppliers and includes all price increases and surcharges levied by those suppliers and known by Seller as of the date of this proposal. This proposal is valid for acceptance for 30 days. The Seller reserves the right to require an approved change order before the order can be released into production to compensate for any supplier price increases or surcharges announced after the date of this Proposal and prior to the release of materials for fabrication. Seller will provide written documentation of the Supplier increase notice upon request.

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OverheadDoorStLouis.com

Clarifications / Exclusions

- Price includes all applicable state and local taxes.
- Terms: unless an account is established, 50% down, balance upon completion is required.
- All opening & structural preparation, including framing and finishes, and field painting by others.
- All electric including low voltage to be supplied and installed by others.
- Pricing assumes reasonable access will be provided. Other trades and finishes will be coordinated by customer as to not interfere with installation and testing.
- Price based on completing labor to be during the hours of 7:00am to 5:00pm, Monday through Friday. Should it be necessary to perform the work at a different time, an up-charge will be applied.
- Manufacturer's standard warranty applies. Warranties beyond the manufacturer's standard are specifically excluded. All materials and workmanship guaranteed against defects for one year.
- Proposal is subject to mutually agreeable contract terms.
- Excludes all permits, drawings, relocation of utilities, drywall repair, and painting.
- **Material and freight costs are anticipated to rise at unpredictable rates over the next several months.** This quotation is based on current pricing from our suppliers and includes existing or announced surcharges levied by the steel industry & freight carriers. Customer acknowledges proposals for projects with extended durations may incur additional costs due to costs incurred from unforeseeable future surcharges. With that in mind, we ask that the cost of the work be tethered to the Producer Price Index as published by the department of labor and statistics. More specifically, to the series ID# WPU101, Metals and metal products; iron and steel (https://data.bls.gov/timeseries/WPU101?data_tool=XGtable). Historically, every four points of rise in this measurement has translated into one percentage point of material cost.

The proposal described herein, including all price(s) quoted, is made conditionally upon Buyer's continued credit status and must be accepted by Buyer as made by Seller. To accept this Proposal, Buyer must date, sign and return the original copy hereof to Seller within 30 days after the date hereof. Unless expressly disclosed and stated, the amount of any sales and use tax is not included in this proposal.

Buyer acknowledges and agrees that each and all of the terms and conditions on Attachment A (**TERMS AND CONDITIONS**) are a part of this Proposal and that upon Buyer's acceptance of this Proposal shall constitute a valid and binding contract between the parties and all prior proposals, discussions and agreements respecting the subject matter hereof are cancelled. **DEPOSIT ON SPECIAL ORDER ITEMS IS NON-REFUNDABLE.**

BUYER ACCEPTANCE

TYPE OR PRINT NAME OF BUYER

SIGNATURE of: ☐ Owner ☐ Partner ☐ Officer (indicate which) _____

ACCEPTANCE DATE: ____/____/____
(MM / DD / YYYY)

Attachment A: TERMS AND CONDITIONS

Terms. The products ("Products") described in this contract and the labor necessary to install the Products ("Labor") are herein collectively referred to as the "Work".

Condition Precedent. Buyer and Seller agree that if, following Buyer's acceptance hereof, a contract is to be executed by them, Seller's performance hereunder shall be subject to the condition precedent that the terms and conditions of such contract are acceptable to Seller.

Scope of Work. Seller agrees to perform for Buyer the Work at the Project. Buyer acknowledges and agrees that: (i) the prices quoted by Seller for the Products are based upon plans, specifications, verbal information or sketches as indicated herein and the addenda hereto; and (ii) that the Work contemplated under this Proposal is fully and correctly described herein.

Unless included in the description of and prices quoted for Products, glass, glazing, painting and electrical wiring is excluded under this Proposal and will be provided only upon receipt of a supplemental order signed by Buyer.

Proposal Price. Conditional upon Seller's prior approval of Buyer's credit, Buyer will pay Seller the unpaid balance for performance of the Work within 30 days of the date of Seller's invoice. If performance of the Work extends over 30 days, Buyer agrees to pay Seller progress payments under Seller's regular billing terms and if Products have been delivered to the Project or stored in a mutually agreed location, Buyer agrees to pay an amount not to exceed 90% of the Proposal Price in payment of the cost of such Products.

If payment of any sum is not made when and as due under this Proposal, Buyer shall pay interest on such delinquent sums at the rate of 1.50% per month or, the highest contract rate allowed under applicable law.

If following Buyer's default Seller refers this account to an attorney for collection, Buyer agrees to pay all attorneys' fees incurred by Seller whether or not a lawsuit for collection is instituted, and all other costs of collection and litigation.

Contract Time. Installation dates are estimates only and Seller cannot guarantee commencement of Work or completion thereof on any given date. Completion dates cannot be given until Seller has been furnished with complete approved drawings and any additional information it may request. Seller shall not be liable for total or partial failure to complete or for any delay in delivering Products or Labor under this Proposal. Seller shall not be liable in any event for any special or consequential damages on account of failure or delay in performance regardless of cause.

Work Performance. Performance of the Work will be made by Seller in a prompt manner but Seller cannot be responsible for damage or delay due to acts of God, accidents, civil disturbances, delays in transportation by common carrier, strikes, war, unavailability of material or other cause beyond the reasonable control of Seller.

If Products are installed before a finished floor is completed, warranty is limited and Seller assumes no responsibility for fitting the Product to the floor. An additional charge may be made to Buyer for returning to the Project for adjustments to the Product.

Seller assumes no responsibilities for failure of installation of the Product due to structural deficiencies in an existing building. Buyer shall prepare the Project for installation in accordance with requirements of Seller.

If special work, requiring additional material and labor is required to meet conditions other than those specifically described in this Proposal, Buyer agrees to pay an additional charge therefore.

Seller shall be allowed uninterrupted and exclusive access to the Project during performance of the Work.

No Product may be returned without Seller's prior written approval. All Product returned is subject to a minimum of 25% restocking fee.

Cancellation. In the event Buyer cancels this Proposal after the Seller has commenced Work, Buyer shall forfeit the amount of the down payment given to Seller at the time of the execution of this Proposal, and in addition, shall pay to the Seller such proportion of the total Proposal Price as the amount of Work bears to the total amount of Work agreed upon to be furnished under this Proposal, plus a sum equal to 25% of the total Proposal Price as liquidated damages, which amount is to be paid within 30 days from the date of such cancellation.

In the event of Buyer's insolvency this Proposal shall be cancelled and Seller shall have no further obligations to Buyer hereunder.

Insurance. Seller shall carry workmen's compensation and public liability insurance to cover the Work. Seller shall not be liable to indemnify, hold harmless or protect in any way the Buyer, or any other party involved in the Work, whether an employee of Seller or Buyer or any third party, except to the extent of the workmen's compensation and public liability insurance maintained by Seller.

Buyer shall keep the Project adequately insured against any loss to Seller by reason of damage to Seller's Product or Work or Seller's vehicles, equipment and tools by vandalism, fire, water, windstorm and any other occurrence during the course of Work.

Alterations. Any alterations or modifications initiated by Buyer must be agreed upon between the parties and the price fixed by them before work on such alteration or modification shall commence. Payment for such alteration or modification shall be made at the time of the completion of the Work.

Permits and Licenses. Buyer shall be responsible for securing the necessary permits and licenses for the Work at Buyer's own cost and expense.

Warranties. Seller warrants the Product sold to be free from defects in material and workmanship under normal and intended use and service. This warranty extends only to the Buyer and expires one year after the date of delivery or installation of the Product by Seller.

Parts and labor for service work are warranted for the following periods: All replacement parts 90 days; labor-service 30 days. Seller's sole obligation is limited to repairing or replacing any parts which shall be determined by Seller to be defective and is conditioned upon Buyer giving notice of any such defect to Seller within the warranty period. If Seller concludes that repair or replacement is necessary, Seller will commence work within a reasonable time after the decision to repair or replace is made.

This warranty does not apply to any Product which has been altered or repaired by any person not authorized by the Seller or which has been subjected to misuse, neglect or accident.

Seller assumes no liability for incidental or consequential damages. Warranties implied by law are limited to duration to one year period described above.

Wood Products will be guaranteed only if properly protected within 10 days of delivery or installation by Seller with a prime and finish coat of manufacturer's recommended paint.

No warranty will be honored unless the Proposal Price has been paid in full, including any applicable service charges.

Modification of Proposal. Any modification of this Proposal or additional obligation assumed by either party in connection with this Proposal shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

Governing Law. It is agreed that this Proposal shall be governed by, construed and enforced in accordance with the laws of the state in which the Project is located.

Date: June 10, 2025

TO: Will Hulshof
will@highlandcpt.com

RE: Home Outlet White Box Work
4 Plaza Drive, Fairview IL
Revised – Alternate price for HVAC

Dear Will,

Thank you for the opportunity to submit our lump sum proposal to perform the Landlords Work to prepare the space at 4 Plaza Drive in Fairview Heights, IL, for a future Home Outlet Store, in accordance with Home Outlet Work Letter sent on May 20 and SOW Drawing by E.C. Barton & Co.

The scope of work is outlined on the following pages and illustrated on the attached sketch.

Our Lump sum cost for the base bid work is **\$154,859.00**

Alternate #1: To provide automatic operator to open the overhead door, Add **\$3,656.00**

Alternate #2: To provide HVAC for Office, Break and Restrooms, independent from remainder of the space, Add \$29,856.00. Details in scope of work, attached.

If this work is done concurrently with the HVAC repairs quoted on June 4, Deduct **\$7,200.00**

Please call if you have any questions.

Sincerely,



John C Gabbert
Senior Estimator
Guarantee Construction

Scope of work includes:

- See attached marked-up plan. I have verified the dimensions shown, and calculate the square footage at very close to 16,000 sf
- General Conditions – We include full time supervision, cleanup and dumpsters
- Demolition:
 - Remove approx. 4,131 sf of laminate flooring and 2,500 sf of VCT flooring
 - Grind all floor areas to remove flooring adhesives
 - Remove approx. 800 sf of drywall partition to deck and 928 sf of 8" CMU wall with applied drywall to deck
 - Remove approx. 230 sf of storefront at front vestibule, and drywall soffit above vestibule
 - Remove approx. 650 sf of acoustical ceilings at vestibule and open area
 - Remove 3 swinging doors and frames
 - Remove 28 lf of storage shelving and 10 lf countertop
 - Wood fencing at rear of building to remain as-is
 - Flooring and ceilings to remain in (2) restrooms
- Masonry:
 - Cut and patch in 8" Concrete Masonry Units at new overhead door opening at rear wall
 - Furnish and install steel lintel – double 3"x5" steel angles with 8" bearing each side at head of overhead door opening
- Doors:
 - Furnish and install (2) 3'x7' Prefinished solid core wood doors in hollow metal frames with locking finish hardware
 - Furnish and install (1) 12' wide x 10' high manual sectional overhead door, based on 26-gauge V-groove steel panel sections, polyurethane insulated with steel backing, 10K cycle torsion springs, 3" track, fully weather stripped.
 - Alternate: Add for automatic operator for overhead door
- Roofing: Under alternate 2, patching of roof for new HVAC unit and penetrations.
- Finishes:
 - Drywall –
 - Construct 410 sf of new drywall partitions at (2) 10' x 10' rooms as shown, based on 3 5/8" metal studs with 5/8" drywall, insulated, 10' high
 - Patch existing drywall perimeter walls, ready for paint – approx. 4640 sf
 - Furr out approx. 800 sf of existing masonry perimeter walls with 5/8" drywall on 7/8" furring channel
 - Acoustical ceilings – provide 200 sf of building standard 2x4 lay-in ceilings at two new 10'x 10' rooms
 - Paint – Paint perimeter walls a light uniform color to be determined. Paint new partitions and door frames
- Fire Protection – add sprinkler heads in each of (2) new 10'x10' rooms, tied to existing sprinkler piping

- Plumbing
 - Camera and locate Existing underground sanitary sewer.
 - Saw cut and remove concrete to tie onto existing underground sanitary for sink rough in.
 - Pour back concrete after underground inspection is complete.
 - Furnish and install SCH 40 PVC for underground and aboveground sanitary waste and vent piping.
 - Shut down main water supply and tie onto existing water supply above the ceiling for future sink rough in.
 - Tie in to existing hot water lines, no new water heater included.
 - Insulate domestic water lines.
 - Replace (2) wall-hung lavatories in existing restrooms, tie in to existing piping

- HVAC
 - Home Outlet Work Letter Item #10 – Ensure HVAC throughout is in good working order – this is addressed in a separate proposal sent June 4.
 - Work Letter Item #9 – Ensure HVAC servicing restrooms, office and break room are controlled separately from main space – Alternate #2 price includes the following:
 - New 2.0-ton, 3-zone Daikin Split System
 - 1 Condensing unit mounted on roof with pitch pocket for power and refrigerant lines
 - 2 Ceiling cassette, 1 for the office and 1 for the breakroom.
 - 1 Ducted concealed unit with ductwork and registers for the bathrooms.
 - Refrigerant piping
 - Condensate drains ran to nearest drain
 - Thermostat and wiring for each unit

- Electrical:
 - Electrical demolition/make safe for removal by others
 - (1) 2x4 LED flat panel for new office
 - (1) 2x4 LED flat panel for breakroom
 - (1) Single pole switch for new office
 - (1) Single pole switch for breakroom
 - (4) 120v Duplex receptacles for breakroom
 - (4) 120v Duplex receptacles for new office
 - (1) Homerun cable from electrical panels to new build out (4) dedicated circuits
 - (4) Single pole 20amp breakers
 - (1) Investigation of 4 hours for note #11 & 12
 - (1) Investigation of 4 hours for note #13
 - For item #12, the number of light fixtures to be repaired could not be assessed before above investigative work is done. We propose an allowance of \$150 per fixture time 60 fixtures (about 25% of the total) for \$9,000.00 total allowance, to be adjusted once the actual number is determined.
 - Alternate #1: New 20A circuit for overhead door operator, connect operator
 - Alternate #2: New 25A power circuit for new HVAC unit

REDEVELOPMENT AGREEMENT

This Redevelopment Agreement ("Agreement") dated as of _____, 2025, is made by and between the City of Fairview Heights, St. Clair County, Illinois, 10025 Bunkum Road, Fairview Heights, Illinois, 62208 ("City"), and HC Fairview, LLC, 73 White Bridge Road, Suite 103 #230, Nashville, TN 37205. or its assigns, as provided by and limited to the terms of this Agreement, ("Developer"). The City and the Developer shall be referred to collectively as "Parties."

RECITALS

WHEREAS, the City, as a home-rule unit of government under the Constitution of the State of Illinois, possesses the authority under its home-rule powers and under the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.* ("TIF Act"), to enter into this Agreement with the Developer in furtherance of its redevelopment plan and project to, *inter alia*, promote the health, safety, and welfare of the City's inhabitants by promoting enhancements to the local tax base and to create employment.

WHEREAS, the Developer desires to undertake site improvements at 1-26 Plaza Drive, Fairview Heights, Illinois, 62208 (the "Project Area") and the Developer currently owns the real estate underlying the Project Area.

WHEREAS, the Developer desires to undertake site improvements as described in the Application (first attachment to this Agreement) and hereby made part of this Agreement (the "Project").

WHEREAS, the City Council has determined that (1) the Project will be consistent with goals of the City's Comprehensive Plan and will promote the health, safety and welfare of the City's inhabitants, enhance the local tax base and create employment, and, within the Project Area, alleviate conditions which, if not addressed, would become blighted, and (2) assisting the Developer with the financing of certain portions of the Project that qualify as redevelopment project costs will further the objectives of the City's Economic Development Strategy and is, therefore, authorized under the City's home rule powers.

NOW, THEREFORE, in consideration of (1) the matters set forth in the Recitals to this Agreement, (2) the representations, warranties, covenants, and agreements set forth below, and (3) other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Developer agree as follows:

1. INCORPORATION OF RECITALS.

The Recitals set forth above are an integral part of this Agreement and are hereby ratified, confirmed, and incorporated as if fully set forth in this Section 1 of this Agreement.

2. REPRESENTATIONS AND WARRANTIES.

- (a) To induce the City to execute this Agreement and perform its obligations hereunder, the Developer represents and warrants to the City as follows:
 - (i) The Developer is a duly organized and validly existing limited liability company organized and in good standing under the laws of the State of Illinois, authorized to do business in the State of Illinois.
 - (ii) The documents to which the Developer is a party which pertain to the Project ("Developer Documents"), when executed and delivered by the Developer, will be the legal, valid and binding obligations of Developer and will be enforceable in accordance with their terms except to the extent that enforcement may be limited by any applicable bankruptcy, reorganization, insolvency, moratorium or other law or laws affecting the enforcement of creditors' rights generally or against entities such as the Developer and further subject to the availability of equitable remedies.
 - (iii) To Developer's knowledge, no event has occurred and is continuing which, with the lapse of time or the giving of notice, or both, would constitute a default under the Developer Documents.
 - (iv) No litigation or proceedings in any court, governmental body or administrative agency are pending or are threatened against the Developer to perform his/its obligations pursuant to and as contemplated by this Agreement or under any of the Developer Documents; or materially adversely affect the operation or financial condition of the Developer;

- (v) The execution, delivery, and performance by the Developer of this Agreement does not constitute or will not, upon the giving of notice or lapse of time, or both, constitute a breach or default under any other agreement to which the Developer is a party of by which the Developer or Developer's property may be bound or affected.
 - (vi) The persons executing the Agreement and who will execute the Developer Documents on behalf of the Developer have been duly authorized by all appropriate action to enter into, execute and deliver this Agreement and the Developer Document and perform the obligations contained herein and therein.
 - (vii) To Developer's knowledge, the construction of the Project by the Developer does not violate: (I) any applicable statute, law, regulation, rule, ordinance or executive or judicial order of any kind (including, without limitation, zoning and building laws, ordinances, codes or approvals and environmental protection laws or regulations); or (ii) any building permit, restriction of record or any agreement affecting the Project in any material respect.
- (b) The City represents and warrants to the Developer as follows:
- (i) The City has authority under the City's home rule power granted in the 1970 Constitution of the State of Illinois and under the TIF Act to enter into, execute, and deliver this Agreement and perform the City's obligations pursuant to the terms contained in this Agreement.
 - (ii) The persons executing this Agreement on behalf of the City have been duly authorized by all appropriate action into entering into, execute and deliver this Agreement.
 - (iii) The documents to which the City is a party pertaining to this Agreement and the ordinance relating thereto ("City Documents"), when executed and delivered by the City, or when adopted by the City in the case of the ordinance, will be the legal, valid and binding obligations of the City enforceable in accordance with their terms, except to the extent that enforcement thereof may be limited by any applicable

bankruptcy, reorganization, insolvency moratorium or other law or laws affecting the enforcement of credits' rights generally or against entities such as the City and further subject to the availability of equitable remedies.

- (iv) To the City's knowledge, no event has occurred and is continuing which, with the lapse of time or the giving of notice, or both, would constitute an event of Default by the City under the City Documents. For the purposes of this Agreement, "the City's knowledge" shall mean the actual knowledge of the Director of Land Use and Economic Development (DLED).
- (v) No litigation or proceedings are pending in any court, governmental body or administrative agency or, to the City's knowledge, are threatened against City which will materially adversely affect the ability of the City to perform its obligations pursuant to and as contemplated by the terms and provision of this Agreement or the City Documents, except as provided for herein.
- (vi) To the City's knowledge, the execution, delivery and performance by the City of this Agreement does not constitute or will now, upon the giving of notice or lapse of time or both, constitute a breach or default under any other agreement to which City is a party or by which the City or the City's property may be bound, which will prevent performance by the City of the City's obligations under this Agreement and the City Documents.

- (c) The Parties agree that all of the representations and warranties set forth in this Agreement are true as of the execution date of this Agreement and will be true at all times during the term of this Agreement.

3. DEVELOPMENT REQUIREMENTS, CONSTRUCTION OF PROJECT AND MAINTENANCE OF CERTAIN PROPERTY.

- (a) Responsibilities of Developer. The Developer shall document the construction of the Project in accordance with the Business Assistance Program Applications set forth in the first attachment to this Agreement which has been approved by the City and the DLED in accordance with the procedures described in Section 3(c) below. In addition, the

Developer and any heirs and/or successors shall:

- (i) Commit to private investment in the Project of no less than \$194,248, including, but not limited to, acquisition, site clearance, construction, and site improvements to be completed no later than April 15, 2026; and
- (ii) Provide the City with lien waivers and a Certificate of Affidavit documenting all expenditures prior to reimbursement by the City; and
- (iii) Create (or lease the Project to a tenant that creates) five (5) FTE jobs within the first year following the Project Completion Date; and
- (iv) Create (or lease the Project to a tenant that creates) five (5) FTE jobs within two to five (2-5) years following the Project Completion Date; and
- (v) Prior to expiration of the 12-year period described in Section 4(d) below, not petition to St. Clair County for any reduction in assessed valuation without prior consent of the City; and
- (vi) Comply at all times in all material respects with all existing and applicable Federal, State, County, and Local laws, regulations and ordinances, including, but not limited to, those which establish the applicable prevailing wage to be paid by the Developer to workers on the Project. Developer, like the City, acknowledges the value of trade unions in construction projects, and agrees that 100% of Developer's labor related to demolition will be provided by contractors using labor provided by participating member trade unions affiliated with the Southwestern Illinois Building and Trades Council and Developer will cause its general contractor to solicit bids from subcontractors affiliated with such unions for the balance of the Project. All work and labor performed in whole or in part with regard to the Project that is covered or compensated by City economic incentives shall be provided by contractors using labor provided by participating member trade unions affiliated with the Southwestern Illinois Building and Trades Council unless Developer demonstrates to the reasonable satisfaction of the City

that such contractors failed to provide competitive bids for such work or were not available to perform such work without materially delaying Developer's construction timeline, in which case the work and labor related to the Project shall be provided by contractors using labor provided by participating member trade unions affiliated with other Building and Trades Councils; and

- (vii) Hold the City harmless concerning provision of incentives or suffer injunction under legal action against the City; and
- (viii) Reimburse the City for any and all public funds provided to the Developer in the event that the Developer fails to meet the obligations set forth in this Agreement resulting in an Event of Default under Section 6(d); and
- (ix) Complete and return annually a Development Agreement Reporting Form provided as the second attachment to this Agreement; and
- (x) Agree that any expenses incurred for the Project prior to the date of approval by the City Council are not eligible for reimbursement through provisions of this Agreement; and
- (xi) Obtain and maintain all insurance coverages required by section 37-4-1 of the Revised Code of Ordinances of Fairview Heights, Illinois, and name the City as an additional insured on the policies of insurance specified therein, as set for the in Section 5(c) to this Agreement; and
- (xii) Issue at least thirty (30) days written notice to the City that the payment(s) required of the City pursuant to Section 4(a) is/are due.

- (b) Plans and Specifications. The Project shall conform to the Project Description set forth in the Application in all material respects. No material deviation from the building permit shall be made by Developer without the prior written consent of the DLED and other applicable Department of the City, which consent shall not be unreasonably withheld or delayed, provided nothing shall impact the City's right to withhold consent in accordance with its standard

practices and procedures.

The Project and Development Plan shall conform to the terms of this Agreement and all applicable federal, state, and local statutes, laws, ordinances and regulations in all material respects. Developer shall comply in all material respects with all federal, state and municipal laws and ordinances concerning the rights of accessibility for the physically disabled, including without limitation, the Americans with Disabilities Act, 42 U.S.C. 12101 *et seq.* (1990), and the Environmental Barriers Act of Illinois, 410 ILCS 25/1 *et seq.* (1992) as the same are amended from time to time.

Upon receipt of proposed changes to the Project or Development Plan, the DLED shall have fifteen (15) days in which to approve or to reject the same by written notice to the Developer. Such approval shall be subject to the City's customary review standards and shall not be unreasonably withheld or delayed. In the event the DLED does not approve the revised plan(s), the DLED shall specify in detail the reasons therefor. Developer shall have reasonable time within which to submit revised plans to the DLED for his or her approval, which approval shall not be unreasonably withheld or delayed. If the DLED fails to approve or reject (specifying reasonable details therefore) a submission or re-submission by the Developer within fifteen (15) days of the DLED's receipt of same, then the DLED will be deemed to have approved such submission or re-submission.

- (c) Limited Applicability of DLED Approval. Any approvals of the Project or Development Plans by the DLED are for the purposes of this Agreement only and do not affect or constitute approvals required for building permits or approvals required pursuant to any other ordinance, resolution, or other requirements of the City and such approval does not constitute approval or endorsement of the quality, structural soundness, safety or economic feasibility of the Project.
- (d) Constructing the Project. Prior to commencement of the Project pursuant to this Agreement, the Developer shall deliver the following to the DLED:
 - (i) The general contractor's sworn statement setting forth all then-existing contracts and all of the projected and anticipated costs of the Project;

- (ii) A description of the Developer's financing sources (Financing) that confirms adequate financing of the project including what proportion of funds, if any, shall be the Developer's equity capital and evidence of the availability thereof. If any portion of the funds will be borrowed, the Developer shall furnish a commitment for a conventional construction loan from an institutional lender or from the Developer's parent corporation providing adequate financing, identifying, among other things, the lender the amount of the loan, length of the term and the applicable interest rate (Commitment). The terms of the Commitment and other financings shall be subject to the reasonable approval of the City with respect to the adequacy of the Financing and the Developer's equity to assure that funds will be readily available to support the costs of the project including all Development Requirements and other non-construction costs;
- (iii) The contract between Developer and the General Contractor for the construction of the Project; and
- (iv) A copy of the application of the building permit with regard to the construction of the Project showing all fees paid.

Provided that the Commitment is approved by the City, an independent institutional lender shall be permitted to secure its loan by a mortgage (First Mortgage) encumbering the Project which mortgage shall be superior to this Agreement in priority upon its recordation in the chain of title to the Project Area. The terms of any construction loan agreement and the documents which evidence and secure the Financing shall be subject to the reasonable approval of the City, which approval shall not be unreasonably withheld or delayed.

- (e) Relocation of Utilities. Any relocation, repair or replacement of any existing City power, communications, or other utilities lines in and under the Project or the public streets or private property owned by Developer or adjacent to the Project shall be relocated, repaired, or replaced by the Developer at its sole cost and in accordance with the City's standard specifications.
- (f) Certificate of Completion. Upon completion of the Project in accordance

with the provisions contained in this Agreement and commencement of business, the DLED, upon written request by Developer, shall furnish a Certificate of Completion (Certificate) to the Developer. The Certificate shall be conclusive determination of satisfaction and termination of the covenants in this Agreement with respect to the obligations of Developer. The certificate shall not constitute evidence that the Developer has complied with applicable provisions of federal, state and local laws, ordinances and regulations with respect to the construction of the Project. The Certificate shall be in recordable form.

Upon written request by Developer for the Certificate, the DLED, within thirty (30) days after receipt of the same, shall undertake an inspection of such Project and thereafter provide the Developer either with a certificate or a written statement indicating in adequate detail how Developer has failed to complete the Project in conformity with this Agreement, or is otherwise in default, and what measures or acts will be necessary, in the reasonable opinion of the DLED, for Developer to perform as a condition to receipt of a Certificate. Developer shall have sixty (60) days to correct any such nonconformity or default. Upon compliance with DLED requirements, Developer shall resubmit a written request for a Certificate from the DLED. The furnishing of such Certificate to Developer shall not be unreasonably withheld or delayed.

- (g) Mortgagees Not Obligated to Construct. Notwithstanding any other provisions of the Agreement, the institutional holder of any mortgage or its affiliate authorized by the Agreement shall not be obligated by the provisions of this Agreement to complete the Development Requirements and the construction of the Project or to guarantee such construction or completion. Nothing in this paragraph or any other paragraph of this Agreement shall be deemed or construed to permit or authorize any such holder or its affiliate to develop or use the Project or any part thereof for any use or to construct any improvements other than the Project as provided for or permitted in the Agreement.

Whenever the City shall deliver a notice or demand with respect to any breach or default by the Developer of its obligations under this Agreement, the City shall at the same time forward a copy of such notice or demand to any institutional mortgagee whose address has been given in writing to the City and the DLED. After any such default by the Developer, each institutional mortgagee shall have the right but not the obligation to remedy such default within a reasonable time

following receipt of notice by such mortgagee.

Whenever the mortgagee shall deliver a notice or demand to the Developer with respect to any breach or default by the Developer of its obligations under the applicable mortgage loan documents, the mortgagee shall at the same time forward a copy of such notice or demand to the City at the addresses listed in this Agreement. After any such default by the Developer, the City has the right, but not the obligation, to remedy such default within a reasonable time following receipt of such notice.

4. FINANCING REQUIREMENTS AND CITY ASSISTANCE.

- (a) Verification of Redevelopment Project Costs. The Developer shall substantially perform all of its obligations under this Agreement and furnish the City with a cost analysis certified by an independent party, setting forth all redevelopment project costs for the Project on or before April 15, 2026.
- (b) Maximum Reimbursement. The City shall remit to the Developer the requested TIF rebate set forth above, in an amount not to exceed a total reimbursement of \$62,606.00 to be rebated to the Developer upon completion of a certificate of completion.
- (c) Misc.
 - (i) City will not unreasonably withhold consent for the Developer's application to St. Clair County for reduction in assessed valuation pursuant Section 3(a) of this Agreement.
- (d) Prior Consent. Prior to December 31, 2037 the Developer shall not petition to St. Clair County for any reduction in assessed valuation without prior consent of the City.

5. DEVELOPER'S COVENANTS.

- (a) Use Restrictions. Equal Opportunity Laws and Covenants Running with the Land. The Developer covenants and agrees as follows:
 - (i) The Project Area shall be utilized solely for construction of improvements to be used in accordance with the Site Plan, the

terms and provision of this Agreement, the commitment, and all applicable state and local laws, ordinances, and regulations.

(ii) Neither Developer nor any of its contractors, subcontractors, or material supplies shall discriminate based upon race, color, religion, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military status, parental status, or source of income in the construction of the Project and shall comply with any and all federal, state and local laws, statutes, ordinances or regulations in regard to non-discrimination in the construction of the Project. The general construction contract for the acquisition, construction, improvement and equipping of all or any part of the Project by persons other than the Developer shall contain requirements to this effect.

(b) Developer's Indemnity. The Developer shall indemnify, defend, and hold harmless the City (including without limitation any person at any time serving as a member, officer, agent or employee of the City) (collectively, "City Parties") against and from any and all losses, claims damage, penalties, expenses or liabilities of any nature (including reasonable attorneys' fees and court costs) suffered or incurred by City, or any person, firm, corporation or other legal entity, arising from the conduct or management of, or from any work or thing done on, the Project during the term of this Agreement, including without limitation:

- (i) Any condition of the Project or the Project Area, including without limitation any environmental condition;
- (ii) Any breach or default on the part of the Developer in the performance of any of its obligations under this Agreement not due to any act of neglect, willful misconduct or default under this Agreement by the City Parties;
- (iii) Any failure of the Developer or any contractor to pay contractors, subcontractors or material men;
- (iv) Any material misrepresentation or omission in the Developer's documentation to City to participate as the Developer of the Project which is the result of information supplied or omitted by the Developer or by agents, employees, contractors or persons acting under the control or at the request of the Developer;

- (v) Any failure of the Developer to redress any misrepresentations or omissions in this Agreement or any other agreement relating hereto;
- (vi) Any act or negligence of the Developer or of any of its agents, contractors, servants, employees or licensees;
- (vii) Any act or negligence of any assignee or lessee of the Developer, or of any agents, contractors, servants, employees or licensees of any assignee or lessee of the Developer; and
- (viii) Any claim, cost or damage with regard to the use or misuse of the Project by the Developer.

The Developer shall indemnify and save the City, including without limitation any person at any time serving as a member, officer, agent or employee of the City, harmless from any such claim arising in such manner, or in connections with any action or proceeding brought thereon, and upon notice from the City, the Developer shall defend them in any such action or proceeding.

Developer further covenants to indemnify and save the City and its members, officers, agents and employees (past, present and future) harmless from any loss, claim, damage, tax, penalty or liability of any nature due to any and all suits, actions, legal or administrative proceedings, or claims arising or resulting from, or in any way connected with any act, failure to act, omission or misrepresentation by any person in connection with the issuance, sale, delivery or remarketing of any securities issued in connection with the Project provided, that the indemnification provided in this sentence shall not extend to material inaccuracies, material misstatements or material omissions in information specifically provided by the City in writing for inclusion in any official statement or other disclosure documents.

- (c) Developer's Insurance. The Developer, at its sole cost and expense, shall procure and maintain the following insurance provided by insurance companies acceptable to the City and authorized to transact business under laws of the State of Illinois, as required under the Revised Code of Ordinances of Fairview Heights, Illinois, Chapter 37, Article 4, Section 1, and agrees to abide by the terms and conditions set forth

therein:

- (i) Commercial General Liability Insurance (CGL) providing for coverage equivalent to the Insurance Services Office Commercial General Liability Coverage Form No. CG 0001 12 07. Required liability insurance coverage shall be written in the occurrence form and shall provide coverage for operations of the Developer, operations for subcontractors (contingent or protective liability); completed operations; broad form property damage and hazards of explosion, collapse and underground; and contractual liability. The General Aggregate Limit shall be endorsed on a per-project basis with coverage of at least Two Million Dollars (\$2,000,000.00) per occurrence. The CGL policy shall have a projects-completed operations aggregate limit of Two Million Dollars (\$2,000,000.00) and each occurrence limit of One Million Dollars (\$1,000,000.00).
- (ii) Commercial Automobile Liability. The policy shall cover owned non-owned, and hired vehicles. The Commercial Automobile Liability policy shall provide a Bodily Injury & Property Damage Liability Limit of One Million Dollars (\$1,000,000.00), per each occurrence.
- (iii) Employers Liability Coverage, providing for coverage of at least Five Hundred Thousand Dollars (\$500,000.00) and each employee limit of Five Hundred Thousand Dollars (\$500,000.00).
- (iv) Umbrella Liability. Any policy shall provide excess limits over and above the other insurance limits stated herein. The Developer may purchase insurance for the full limits required or by a combination of primary policies for lesser limits and remaining limits provided by the umbrella policy.

The Developer further agrees that, at the Developer's sole cost, the CGL policy shall provide by an endorsement in the appropriate manner and form that the City of Fairview Heights, Illinois, its officers and employees shall be named as additional insureds with respect to the policies and any umbrella excess liability coverage for occurrences arising in whole or in part out of the Project and operations performed.

All insurance shall remain in force during the period covering

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

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

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

6. PERFORMANCE

- (a) Time is of the Essence. Time is of the essence of this Agreement.
- (b) Permitted Delays. Neither the City nor the Developer shall be considered in breach of obligations with respect to the commencement and completion of the Development requirements in the event of delay in the performance of such obligations due to unforeseeable causes beyond such party's control and without such party's fault or negligence including, but not limited to, any delays or halts in the construction of the Project which are compelled by court order, acts of God, acts of the public enemy acts of the United States or any state

government or authority, acts of the other part, fires, floods, epidemics, quarantine restrictions, strikes, embargoes and severe weather or delays of subcontractors due to any such causes. The time for the performance of the obligations shall be extended for the period of the enforced delay if the City or the Developer, as the case may be, seeking the extension shall notify in writing the other party within twenty (20) days after the beginning of any such delay and such party utilizes diligence in attempting to complete performance of its obligations.

- (c) Breach; Remedies. Except as otherwise provided in this Agreement, in case of an Event of Default, upon written notice from the non-defaulting party, the party in default shall proceed to cure or remedy such default immediately and, in any event, shall complete such cure or remedy not later than thirty (30) days after receipt of such notice (unless a longer period is provided in Section 6(d)).

In the event that the Event of Default is not cured within the applicable time period, the non-defaulting party may institute such proceedings at law or in equity as may be necessary or desirable in its sole discretion to cure and remedy the default including, but not limited to, proceedings to compel specific performance of the defaulting party's obligations.

- (d) Event of Default. For purposes of the Agreement, the occurrence of any one or more of the following shall constitute an "Event of Default":
- (i) If any warranty or representation made or furnished by the City or by the Developer (including, without limitation, the representations and warranties of the Developer described in Section 2), was not true and correct at any time made.
 - (ii) If the City or the Developer is in breach of any material provisions of this Agreement or any other agreement between the City and the Developer.
 - (iii) If any petition is filed by or against City or the Developer under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereinafter existing, provided that, in the case of an involuntary proceedings, such petition is not vacated, stayed or set side within ninety (90) days after filing.
 - (v) If the Developer defaults in fulfilling its obligations with respect

to the completion of the Site Plan or abandons or substantially suspends construction work, or violates any other provision of this Agreement not otherwise specified in this Section 6(d), provided that any such default, violation, or abandonment or suspension shall not be cured, needed, or remedied within thirty (30) days of the date the Developer receives written demand by City to cure such default, or such longer period to be determined by City in its sole and reasonable discretion if the default cannot be reasonably cured within the thirty (30) day period, provided that the cure has been commenced by the Developer within said thirty (30) day period and thereafter diligently prosecuted to completion.

- (vi) If City fails to fulfill its obligations set forth in Section 4; or
- (vi) If the Developer fails to comply with the use, occupancy and accessibility covenants affecting the Property described in Section 3 above; or
- (vii) If the Developer fails to comply with the non-discrimination covenants described in Section 5 and the Affirmative Action Obligations set forth in Section 7; or
- (viii) Failure of the Developer to pay real estate taxes or special assessments affecting the Project when due, or placing thereon any encumbrance or lien other than Financing or suffering any levy or attachment to be made, or any materialman's or mechanics' lien, or any other unauthorized encumbrance or lien to attach to the Project or any part thereof, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the City made for such payment, removal or discharge within twenty (20) days after written demand by City to remove such lien or encumbrance; or
- (ix) The Developer makes any assignment, pledge, encumbrance, transfer or other disposition as prohibited by this Agreement; or
- (x) If either City or the Developer defaults in performance of any of its other obligations under this Agreement and does not cure the same within thirty (30) days of written notice from the other

party; or

- (xi) The Developer allows the conduct of general business operations at the Project Area to permanently cease after initial commencement within two (2) years of the Project Completion Date.
- (e) Prior to the Issuance of Certificate. If prior to the time the City issues its Certificate of Completion, Developer shall default in any specific manner as described in Section 6(d), then City may, upon written notice to Developer and the failure of Developer to cure such default within the applicable cure period, terminate this Agreement. In the event of termination, the City shall be excused from performance of any further obligations under this Agreement, shall be entitled to repayment of any and all amounts reimbursed to the Developer under this Agreement, as well as any rights available against the Developer at law or in equity, including, without limitation, a suit for injunctive relief or specific performance and/or direct and consequential damages.
- (f) After Issuance of a Certificate. If, after the date on which the City issues its Certificate of Completion, the Developer defaults in any specific manner as described in Section 6(d), including but not limited to, Section 6(d)(ix), the City shall be excused from performance of any further obligations under this Agreement, entitled to the repayment of any and all amounts reimbursed to the Developer under this Agreement, and any rights available against Developer at law or in equity, including, without limitation, a suit for direct and actual, but not speculative, punitive or consequential damages.
- (g) Waiver and Estoppel. Any delay by either party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights operate to deprive such party of or limit such rights in any way. No waiver made by either party with respect to any specific default by the other party shall be construed, considered or treated as a waiver of the rights of either party with respect to any other defaults of the other party.
- (h) Access to the Project. Any duly authorized representative of the City shall, at all reasonable times, have access to the Project for the purposes of confirming the Developer's compliance with this Agreement.

- (i) City's Right to Inspect Records. Until the City issues its Certificate of Completion, the City shall have the right and authority to review and audit, from time to time, the Developer's financial books and records relating to the Project and the Development Requirements including, without limitation, the Developer's loan statements, general contractor's sworn statements, general contracts, subcontractors, purchase orders, waivers of lien, paid receipts and invoices. Upon reasonable notice which shall not be less than thirty (30) days, all such books and other records shall be available at the offices of the Developer for inspection, audit and examination at all reasonable times by any duly authorized representative of the City.

7. NON-DISCRIMINATION.

Developer shall not discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military status, parental status or source of income.

All construction workers covered by this Agreement shall mean skilled construction workers, which include all worksite (working) foremen, journeymen, apprentices, trainees and helpers, where applicable.

Developer, in all solicitations or advertisements for employees placed by or on behalf of Developer, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, military status, parental status, sexual orientation, source of income, age handicap or disability.

Developer shall include such provisions in every contract and shall require inclusion of these provisions in every subcontract and sub-subcontract entered into by its General Contractor so that each provision shall be binding upon the General Contractor and each subcontractor and each sub-subcontractor as the case may be.

8. MISCELLANEOUS PROVISIONS.

- (a) Entire Agreement. Except as otherwise provided herein, this Agreement contains the entire agreement of the parties with respect to the Project and the Development Plans and supersedes all prior agreements, negotiations, and discussions with respect thereto and shall not be modified, amended or changed in any material manner whatsoever except by the written agreement

of the City and the Developer. The term “material” for the purposes of this Section 8(a) shall be defined as any deviation from the terms of this Agreement which operates to cancel or otherwise reduce any developmental, construction or job-creating obligation of the Developer Requirements or any activities undertaken by the Developer affecting the Development Requirements, or increases any time agreed for the performance by City or the Developer by more than one hundred eighty (180) days.

- (b) Assignability and Transfer. Unless expressly permitted by the provisions of this Agreement, the Developer, until City issues the Certificate with respect to the Project, shall not assign, transfer or convey any right, title or interest in the Property or any of its duties or obligations under this Agreement as they relate to the Development Requirements nor the land. After issuance of the Certificate, the Developer may assign, transfer or convey any right, title or interest in the Property or any of its duties or obligations under this Agreement in accordance with the terms of this Agreement. Notwithstanding anything to the contrary herein, the Developer may assign this Agreement without the consent of City (but without release of the Developer from its obligations under this Agreement) to:
- (i) Its parent company; or
 - (ii) Any company which merges, consolidates or acquires substantially all of the assets of Developer, including the Project Area as a going concern; or
 - (iii) Any entity in which the Developer has a controlling interest of 51 % or more.
- (c) Conflict of Interest – City’s Representatives Not Individually Liable. Developer covenants that, prior to the issuance of any Certificate of Completion by the City, no member of any city board, commission or agency, or official or employee of the City shall have any proprietary interest, direct or indirect, in the Developer, this Agreement, or the Development Requirements, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested. No member, official, or employee of the City shall be personally liable to the Developer to perform any commitment or obligation of the City under this Agreement nor shall any such person be personally liable in the event of any default or breach by the City.

- (d) Survival. All representations and warranties contained in this Agreement are made as of the execution, delivery and acceptance hereof by City and the Developer and shall survive the execution, delivery and acceptance of this Agreement.
- (e) Mutual Assistance. The City and the Developer agree to perform their respective obligations, including the execution and delivery of any documents, instruments, petitions, and certification, as may be necessary or appropriate, consistent with the terms and provisions of this Agreement.
- (f) Cumulative Remedies. The remedies of either party hereunder are cumulative and the exercise of any one or more of the remedies provided by this Agreement shall not be construed as a waiver of any of the other remedies of such party unless specifically so provided herein.
- (g) Limited Obligation. The obligations of the City under this Agreement shall never constitute an indebtedness or a general obligation of the City within the meaning of the 1970 Constitution of the State of Illinois or any statutory provisions and shall not constitute or give rise to a charge or lien against City's general credit or taxing power.
- (h) Disclaimer. No provision of this Agreement, nor any act of the City or the Developer, shall be deemed or construed by the City and the Developer, or by third persons, to create any relationship of third-party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or any other relationship involving City.
- (i) DLED's Authority. The DLED shall have authority to approve non-material changes to the Development Requirements and Plans and Specs and to waive nonmaterial deviations with respect to the requirements of this Agreement. No approvals or waivers shall be effective unless the same is in writing.
- (j) Notices. All notices to be served pursuant hereto shall be deemed properly delivered if delivered personally or by Federal Express or comparable "overnight" courier service (which shall be deemed received on the date of delivery thereof), or served by United States certified or registered mail, postage prepaid (which shall be deemed received on the third (3rd) business day following the postmark date thereof), to the City or the Developer at the addresses set forth below or to such other addresses as City or the Developer may direct in writing:

If to the City: Mayor Mark Kupsy 10025
Bunkum Road Fairview Heights,
IL 62208

If to the Developer: Will Hulshof
HC Fairview, LLC
73 White Bridge Road, STE 103 #230
Nashville, TN 37205

- (k) Headings. The headings of the various sections and subsections of this Agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending, or affecting in any way the express terms and provisions hereof.
- (l) Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois without regard for the conflict of laws provision of such law or of the law of any other jurisdiction.
- (m) Recordation of Agreement. Without the express written consent of City, neither this Agreement nor any memorandum thereof shall be recorded in the Office of the Recorder of Deeds of St. Clair County, Illinois.
- (n) Successors and Assigns. The terms of this Agreement shall be binding upon City and the Developer and the Developer's legal representatives, successors and assigns. No contractor, subcontractor, material vendor, or laborer shall be deemed a third-party beneficiary of this Agreement.
- (o) Counterparts. Any number of counterparts of this Agreement may be signed on behalf of the City and the Developer, which counterparts, when fully executed, shall constitute but one and the same agreement.
- (p) Severability. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is held by a court of law to be illegal or in conflict with any law of the State of Illinois, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provisions held to be invalid.

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

Mayor Mark T. Kupsky
Mayor, City of Fairview Heights

I, _____, a notary public in and for said County, in the State aforesaid, do hereby certify that Mark T. Kupsky personally known to me to be the Mayor of the City of Fairview Heights, St. Clair County, Illinois, a municipal corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as such Mayor, he signed and delivered the said instrument, pursuant to authority given by the City of Fairview Heights, as a free and voluntary act and as the free and voluntary act and deed of said City for the uses and purposes therein set forth.

My Commission Expires:_____

HC Fairview, LLC

By:

Will Hulshof
HC Fairview, LLC

STATE OF ILLINOIS)
COUNTY OF ST. CLAIR) ss.

I, _____, a notary public in and for said County, in the State aforesaid, do hereby certify that Will Hulshof, personally known to me to be the authorized representative of HC Fairview, LLC., located at 73 White Bridge Road, STE 103 #230 Nashville, TN 37205, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that he signed and delivered the said instrument, pursuant to authority given said corporation, as his free and voluntary act and as the free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and notarial seal this__day of_____, 2025.

Notary Public

My Commission Expires:_____

ORDINANCE NO. _____

**AN ORDINANCE AMENDING ORDINANCE NO. 1990-2025, PASSED ON
APRIL 15, 2025 AND APPROVED ON APRIL 16, 2025; AN ORDINANCE
ESTABLISHING A BUDGET FOR THE CITY OF FAIRVIEW HEIGHTS FOR
THE FISCAL YEAR 2025-2026**

**NOW, THEREFORE, BE IT ORDAINED, by the Mayor and City Council of
the City of Fairview Heights, St. Clair County, Illinois, as follows:**

Section 1. Amendment. Amendment of Ordinance No. 1990-2025, passed April 15 2025 and approved April 16, 2025, by adding revenue to Account #001-000-4-355-00, Special Grants, \$408,512.00; and

Section 2. Amendment. Amendment of Ordinance No. 1990-2025, passed April 15 2025 and approved April 16, 2025, by creating expense to Account #001-110-5-105-00, Bonuses, \$290,000.00; and

Section 3. Amendment. Amendment of Ordinance No. 1990-2025, passed April 15 2025 and approved April 16, 2025, by creating expense to Account #001-110-5-320-00, Tech and Outside Services, \$40,012.00; and

Section 4. Amendment. Amendment of Ordinance No. 1990-2025, passed April 15 2025 and approved April 16, 2025, by creating expense to Account #001-110-5-302-00, Public Relations, \$13,500.00; and

Section 5. Amendment. Amendment of Ordinance No. 1990-2025, passed April 15 2025 and approved April 16, 2025, by creating expense to Account #001-115-5-112-00, Health & Life Ins., \$22,500.00; and

Section 6. Amendment. Amendment of Ordinance No. 1990-2025, passed April 15 2025 and approved April 16, 2025, by creating expense to Account #001-115-5-112-00, Health & Life Ins., \$22,500.00; and

Section 21. Repeal. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 22. Passage. That this Ordinance shall become effective immediately upon its passage.

PROPOSED RESOLUTION NO. xx-'25

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH BLUEBIRD NETWORK FOR THE LEASE OF DATA CENTER COLOCATION RACKSPACE AND SERVICES.

WHEREAS, the City of Fairview Heights is in need of **DATA CENTER COLOCATION RACK SPACE AND SERVICES.**

WHEREAS, BLUEBIRD NETWORK, 9201 Ward Parkway, STE 300, Kansas City, Missouri, 63045, has submitted a quote for **DATA CENTER COLOCAITON RACKSPACE AND SERVICE**, in the amount of NINE THOUSAND, SIX HUNDRED AND SIXTY-DOLLARS (\$9,660.00) pursuant to the lease agreement attached hereto, made a part hereof and marked "EXHIBIT A";

WHEREAS, the funds for the lease of the **DATA CENTER COLOCATION RACKSPACE AND SERVICE** in the 2025-2026 City of Fairview Heights approved Budget;

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

That the Mayor be and hereby authorized to enter into a lease agreement with BLUEBIRD NETWORK, 9201 Ward Parkway, STE 300, Kansas City, Missouri, 63045, for the lease of DATA CENTER COLOCATION RACKSPACE AND SERVICE, in the amount of NINE THOUSAND, SIX HUNDRED AND SIXTY-DOLLARS (\$9,660.00) pursuant to the lease agreement attached hereto, made a part hereof and marked "EXHIBIT A."

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

PASSED:

APPROVED:

MARK T. KUPSKY – MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD – CITY CLERK

PASSED AND APPROVED this _____ day of _____, 2025.

YEAS:

NAYS:

ABSENT:

Mark Kupsky, Mayor

ATTEST:

Karen Kaufhold, City Clerk



SERVICE ORDER

Customer Information	Bluebird Information
Customer: City of Fairview Heights	Missouri Network Alliance, LLC dba Bluebird Fiber ("Bluebird")
Order Contact: Kylee Matthews	Account Contact: Matt Graser
Email: kylee.matthews@cofh.org	Email: matt.graser@bluebirdfiber.com
Address: 10025 Bunkum Road Fairview Heights, IL 62208	Address: 9201 Ward Parkway, Suite 300 Kansas City, MO 64114
State or Fed Tax ID: 370918589	Order ID: 202407-18712

Order Type: Upgrade

Initial Service Term: Coterminal (see below)

Service & Pricing Schedule				
Services		Quantity	MRC	NRC
Service Type: Power Product: Kilowatt(s)	Location: 1904 Le Compte Rd Springfield, MO 65802	1	\$130.00	\$0.00
Circuit ID: SPBU-COLO-24004-01-SPBU				
Service Type: Electrical Circuit Installation Product: 208v 1 ph - 20 amp - A/B Tail	Location: 1904 Le Compte Rd Springfield, MO 65802	1	\$0.00	\$1,600.00
Circuit ID: SPBU-COLO-24004-01-SPBU				
Service Type: Colocation Space Product: Half Cabinet	Location: 1904 Le Compte Rd Springfield, MO 65802	1	\$500.00	\$500.00
Circuit ID: SPBU-COLO-24004-01-SPBU				
Total:			\$630.00	\$2,100.00

SCOPE AND SPECIAL CONDITIONS: This Service Order memorializes an upgrade to certain services provided to Customer pursuant to the Service Order by and between Customer and Bluebird dated December 27, 2023 (the "2023 Service Order"). Bluebird will provide the colocation space and power described above, and the "Pro-Location" services described in the 2023 Service Order shall be removed. Customer shall be responsible for relocating Customer's equipment to the new colocation space or may purchase Smart Hands services from Bluebird to assist with equipment relocation. Customer acknowledges and understands that monthly power usage in excess of 1 kW will be charged in arrears at \$0.217/kWh. Bluebird shall retain the right to pass through to Customer any and all cost increases related to Power that Bluebird incurs at any time during the Service Term. Customer shall be responsible for all cross connects. For clarity, the DIA services provided under the 2023 Service Order will not be impacted by this Service Order. All Services provided within Bluebird's data center are subject to an annual rate increase of four percent (4%).

SERVICE TERM: The initial term of the 2023 Service Order ("Initial Service Term") shall not be impacted by this Service Order. Thereafter, the 2023 Service Order shall automatically renew for successive one (1) year periods (each such period, an "Additional Service Term" and, together with the Initial Service Term, the "Service Term") unless terminated by either party upon thirty (30) days' written notice to the other party prior to the end of the Initial Service Term or Additional Service Term, as applicable.

TERMS AND CONDITIONS: Except as otherwise described herein, the 2023 Service Order remains in full force and effect. This Service Order and the 2023 Service Order are governed by the terms and conditions attached hereto as Exhibit A ("Terms and Conditions"). By signing below, Customer acknowledges that it has reviewed and agrees to the Terms and Conditions. Terms used in this Service Order but not otherwise defined shall have the same meanings ascribed to them in the Terms and Conditions. All Services are non-protected unless specifically described as protected in this Service Order. Services provided in whole or in part through a third party, such as a public utility, are subject to pass-through changes in accordance with changes imposed upon Bluebird by the applicable third party. Bluebird reserves the right to fulfill any obligations under this Service Order through one or more of its subsidiaries or affiliates.

Customer	Missouri Network Alliance, LLC
Authorized Signature:	Authorized Signature:
Name:	Name:
Title:	Title:
Date:	Date:

Exhibit A

STANDARD SERVICES TERMS AND CONDITIONS

These Standard Services Terms & Conditions ("Agreement") govern certain telecommunications services ("Services") provided by Missouri Network Alliance, LLC dba Bluebird Fiber, its subsidiaries, and certain affiliates ("Bluebird") to a customer purchasing Services as set forth on a service order ("Customer"). Bluebird and Customer may each be referred to as a "Party" and together as the "Parties."

1. Services. Bluebird shall provide Services to Customer as set forth on a service order issued by Bluebird and signed by both Parties ("Service Order"). Each Service Order must identify, at minimum, the Service type, monthly recurring charges ("MRC"), non-recurring charges ("NRC"), bandwidth (if applicable), and necessary contact information.
2. Term. This Agreement is effective upon the last signature on an applicable Service Order ("Effective Date") and will remain in full force and effect for as long as any Service Order governed by it remains in effect ("Agreement Term"). Each Service Order shall have its own term, which shall commence on the date on which Bluebird issues an Activation Notice ("Service Commencement Date") and continue in effect for the period set forth on the Service Order ("Initial Service Term"). Unless otherwise stated on the Service Order, at the conclusion of the Initial Service Term, the Service Order will automatically renew for consecutive one (1) year periods (each such period, an "Additional Service Term" and together with the Initial Service Term, the "Service Term") unless terminated by either Party upon thirty (30) days' written notice prior to the end of the Initial Service Term or Additional Service Term, as applicable. For clarity, the Service Term of a Service Order containing multiple Services shall commence upon the Service Commencement Date of the final Service installed.
3. Installation, Acceptance, and Customer Delay. By executing a Service Order, unless otherwise described therein, Customer authorizes Bluebird to immediately commence work related to the Services and to deliver, install, and activate the Services. Bluebird will issue a Service Activation Notice ("Activation Notice") when a Service is installed and ready for Customer's use. If Customer believes a Service has not been installed in accordance with the Service Order, Customer must provide a written rejection reasonably detailing the failure within three (3) days of the Service Activation Notice. Bluebird will investigate and, if needed, retest and/or reactivate the Service(s). Failure to properly reject a Service in accordance with this Section 3 shall constitute Customer's acceptance. Notwithstanding anything to the contrary, in the event Bluebird is unable to complete installation and/or activation of a Service due to Customer's failure to complete any applicable tasks necessary to allow Bluebird to complete Service activation, Bluebird may provide notice to Customer that it is unable to proceed due to Customer's delay and Customer shall have thirty (30) days to complete all necessary actions and obligations to allow for Service activation. In the event Bluebird remains unable to complete Service activation after the thirty (30) day period, Bluebird may elect to cancel the affected Service Order and Customer shall be responsible for an immediately payable fee equal to Bluebird's costs incurred in performance under the Service Order, including internal and any third-party costs, plus twenty percent (20%) ("Early Cancellation Liability"). Bluebird shall not be liable to Customer for any credits, penalties, or other obligations related to a Service to the extent caused by a Customer delay or non-readiness to receive Services.
4. Demarcation Points and Right of Entry. Customer is responsible for procuring and providing to Bluebird all necessary rights of entry, including building access rights and private easements, between the public right-of-way and the Demarcation Point in order for Bluebird to install, maintain, and repair Services at each location described on a Service Order ("Access Rights"). "Demarcation Point" means the physical point where Bluebird's obligation to provide a Service ends. Unless otherwise specified on the applicable Service Order, the Demarcation Point shall be the minimum point of entry ("MPOE"). The MPOE is the point at which Bluebird's cable enters the building or a Bluebird-designated handhole or manhole in the public right-of-way. If Customer requests an extension of the Demarcation Point beyond the MPOE, such extension must be memorialized within the Service Order or similar document agreed upon by Bluebird and Customer and additional charges may apply. Customer is responsible for all cross connects. Customer is responsible for providing to Bluebird sufficient and adequate space and environment ("Space") and power ("Power") on the premises to support the Services at no cost to Bluebird. Customer understands and acknowledges that any delay in Bluebird's receipt of Access Rights, Space, or Power may cause a delay in Service activation. Customer shall be responsible for all costs incurred by Bluebird related to Access Rights, Space, and Power, including any charges imposed upon Bluebird by the property owner, landlord, or designee. In the event Customer elects not to pay for charges related to Access Rights, Space, or Power, Bluebird may cancel the affected Service(s) and Customer shall be responsible for Early Cancellation Liability.
5. Payment Terms. Customer agrees to pay all undisputed charges set forth on the Service Order, including any applicable regulatory charges, surcharges, taxes, or third-party provider fees, by ACH or wire transfer within thirty (30) days of a Bluebird invoice. Any undisputed portion of an invoice not paid by the applicable due date shall be overdue and Customer shall incur a fee of 1.5% per month, or the maximum amount permitted by law, until the undisputed portions of the invoice are paid in full. If Customer disputes any amounts on an invoice, Customer must pay all undisputed amounts and provide written notice to Bluebird reasonably detailing the dispute within thirty (30) days of the date of Bluebird's invoice and failure to do so shall result in a waiver of all dispute rights related to that invoice except as otherwise required under applicable law. Any disputed amounts determined to be payable to Bluebird shall be due within ten (10) days of the dispute resolution. Bluebird reserves the right to suspend Services due to any non-payment until all overdue payments are made in full. MRC will be invoiced in advance on or around the first day of each month and the first invoice shall include the pro-rated amount of the prior month's MRC. MRC for Services provided for an Initial Service Term longer than sixty (60) months will be subject to an annual increase equal to four percent (4%). Unless otherwise noted on the applicable Service Order, NRC may be invoiced any time after the full execution of the Service Order.
6. Taxes and Fees. All charges set forth in a Service Order are exclusive of, and Customer shall be responsible for and agrees to pay, all applicable international, federal, state, and local use, excise, sales, value added, consumption, gross receipts, utility, access, franchise, and other taxes, fees, assessments, tariffs, duties, regulatory fees, and surcharges, including any state, local, or federal universal service fund fees, levied or imposed upon Bluebird or Customer in connection with the provision or use of the Services (collectively, "Taxes"). Taxes do not include taxes on Bluebird's net income. Bluebird shall not collect from Customer any Taxes with respect to which Customer has provided Bluebird with a valid exemption certificate prior to the imposition of such Taxes on Bluebird.
7. Site Condition Changes; Hazards. If there is a change to or unforeseeable condition at a location where Customer has requested Services that results in an increased cost to Bluebird, Bluebird may pass through such costs to Customer as an additional NRC, or as otherwise agreed to by the Parties. Such change may include discovery of a toxic or otherwise unsafe environment or determination that a particular location or Space will not suitably sustain Bluebird's facilities and/or equipment. Bluebird may suspend performance of any construction, installation, or onsite maintenance of any Service if Bluebird reasonably believes or finds evidence of any potentially harmful or hazardous material or condition until such time the potentially harmful circumstances have been sufficiently remediated. Bluebird shall not be liable for delays resulting from site condition changes or hazards.
8. Maintenance, Relocations, and Equipment Protection.
 - (a) Maintenance. Bluebird will perform all maintenance related to the Services. Bluebird will use commercially reasonable efforts to (a) provide Customer with at least three (3) days' notice prior to performing any routine, scheduled maintenance that Bluebird believes may affect Services, and (b) perform scheduled and non-emergency maintenance between the hours of 12:00 a.m. and 6:00 a.m., local time. Bluebird may perform emergency maintenance as needed and will coordinate with the Customer as practical under the circumstances to minimize any disruptive impact. In no event shall interruption for scheduled or emergency maintenance constitute a failure of performance by Bluebird.
 - (b) Relocations. If Bluebird determines or is required by a third party with authority to relocate all or any portion of the facilities, materials, or equipment used to provide Services to Customer, Bluebird shall provide Customer notice of any such relocation, if possible. Bluebird shall employ commercially reasonable efforts to accomplish the relocation and in coordination with Customer to the extent practical. If the relocation is necessitated solely by Bluebird, Bluebird shall be responsible for the cost of such relocation. If the relocation is necessitated by Customer, Customer shall be responsible for the cost of such relocation. If the relocation is necessitated by a third party, Customer shall pay its Proportionate Share of the costs. "Proportionate Share" means a fair and reasonable amount based on the total number of customers Bluebird serves using the relocated facilities as determined by Bluebird in good faith.
 - (c) Equipment. Customer shall not and shall not allow any facility, equipment, software, hardware, system, or material that is owned, leased, or otherwise operated or maintained by Bluebird ("Bluebird Equipment") to be rearranged, moved, removed, disconnected, altered, interfered with, or repaired without Bluebird's prior written consent. Nothing in this Agreement or a Service Order shall be construed as a transfer of ownership or similar rights from Bluebird to Customer. Customer is responsible for providing and maintaining at no charge to Bluebird an appropriate operating environment consistent with generally accepted industry standards on any premises where Bluebird Equipment is being used to provide Services to Customer. Customer shall promptly notify Bluebird of any matters relating to damage or impending damage to Bluebird Equipment or Service loss of use. Upon termination or expiration of a Service Term, Bluebird shall be given ample time to retrieve its equipment from any service location. Customer shall reimburse Bluebird for the replacement value of any Bluebird Equipment when (i) Customer does not allow Bluebird access to retrieve Bluebird Equipment, or (ii) Bluebird Equipment is damaged, lost, or stolen prior to Bluebird's retrieval or during return by Customer due to Customer's negligence or misconduct. Customer agrees that any terrestrial Bluebird equipment, including conduit, fiber optic cable, optronics, wires, handholes, or manholes, may, at Bluebird's discretion, remain intact and in place as constructed by Bluebird and shall remain the property of Bluebird at all times for Bluebird's sole access and use unless otherwise agreed to by the Parties in writing. This provision shall survive the termination of this Agreement.

9. Upgrades, Additions, and Portability. This Agreement contemplates the possibility of Customer adding to or upgrading Services provided to it by Bluebird. Any changes to Services may involve changes to MRC and NRC. Changes must be requested in writing and shall be memorialized on a Service Order or similar documentation signed by both Parties. Subject to fiber availability and Bluebird's discretion, Customer has the option to port a Service to a new location and Bluebird may waive applicable early cancellation or early termination charges so long as: (a) the new service location is "On-Net," meaning Bluebird will incur no construction or other implementation costs to provide Services to the new location; (b) the Parties enter into a new Service Order for a term equal to or greater than the Service Term being replaced; (c) the new Service Order contains the same or greater MRC as the Service Order being replaced; and (d) Customer pays an NRC for any construction, splicing, and other costs associated with the new Service Order, if applicable.
10. Service Level Objectives.
- (a) Availability. Bluebird maintains a goal of 99.99% availability on Services provided over Bluebird's network and strives to repair all service-impacting conditions within four (4) hours of discovery. All Services are non-protected unless described specifically on the Service Order as protected.
 - (b) Outage Credits. Customer may be eligible for a credit based on Service downtime (each event, an "Outage"). The credit amount is calculated by determining the percentage of time that a Service experiences an Outage, calculated as minutes within a calendar month, in relation to the total calendar monthly minutes of the Service ("Outage Minutes Calculation"). The amount of the credit is determined by multiplying the Outage Minutes Calculation by the applicable MRC for the applicable Service ("Outage Credit"). To receive an Outage Credit, Customer must (i) open a trouble ticket with Bluebird's NOC when the Outage begins, and (ii) request the Outage Credit in writing within sixty (60) days of the conclusion of the Outage by submitting a request to disputeresolution@bluebirdfiber.com. In no event shall credits be provided to Customer in an amount that exceeds the MRC for the affected Service. Except as otherwise described in this Section 10, Outage Credits shall be the sole and exclusive remedy of the Customer in the event of any disruption of Service and under no circumstances shall downtime be deemed an event of default.
 - (c) Third-Party Provider Credit. Notwithstanding anything to the contrary, in the event a Service is being provided by Bluebird through any third-party fiber or equipment, Customer shall not be entitled to any amounts in excess of what is provided to Bluebird by the applicable third-party. In that event, Customer shall receive a credit equal to the lesser of (i) an Outage Credit as described in Section 10(b), or (ii) a pass-through of applicable credits provided to Bluebird by the third-party.
 - (d) Outage Exclusions. An Outage shall not be deemed to have occurred in the event that the Service is unavailable or impaired due to or under any of the following circumstances: (i) Bluebird has not issued a Service Activation Notice for the Service; (ii) the negligence, error, or omission of Customer or others authorized by Customer to access, use, or modify the Service, or equipment used by Customer; (iii) power failure at the service location or the failure or poor performance of Customer-provided equipment; (iv) Bluebird is not afforded access to the premises and/or its facilities and such access is reasonably necessary to prevent a degradation or to restore Service; (v) Bluebird has communicated to Customer that the Service will be unavailable for maintenance or grooming purposes, or Customer has released the Service to Bluebird for installation; (vi) Customer elects not to release the Service for testing and/or repair and continues to use it on an impaired basis; (vii) a Force Majeure Event; (viii) Customer's use of any Service in an unauthorized or unlawful manner; (ix) damage to fiber or facilities caused by a third-party; (x) disconnect or suspension for cause; or (xi) incorrect, incomplete, or inaccurate documentation or direction from Customer.
11. Default.
- (a) Customer Default. Customer shall be in default under this Agreement in the event of any of the following: (i) Customer fails to make a payment of any undisputed amount and such failure continues for more than five (5) days after Customer receives written notice of such failure from Bluebird; (ii) Customer fails to comply with any material obligation, agreement, term, or provision of this Agreement or a Service Order not contemplated under subsection (i) above and such failure continues for more than thirty (30) days after receipt of written notice of such failure from Bluebird; (iii) Customer's use of a Service violates any law or causes Bluebird to violate any law; (iv) Customer becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation, or composition; (v) Customer's use of the Services causes any adverse impact on Bluebird's rights to occupy the property where Services or other Bluebird property is located; (vi) Customer's or its end-user's equipment, or anyone acting on Customer's behalf, interferes with the operational integrity of Bluebird's fiber, equipment, or network. In the event of such interference, Bluebird reserves the right to immediately take any steps to remedy the interference, including suspension of Services.
 - (b) Bluebird Default. Bluebird shall be in default in the event it fails to comply with any material obligation under this Agreement and such failure continues for more than thirty (30) days after receipt of written notice reasonably detailing such failure from Customer; provided however, that if such default cannot reasonably be cured within thirty (30) days and if Bluebird is proceeding promptly and with due diligence in curing the default, the cure period shall be automatically extended as may be necessary.
12. Early Termination. In the event that Bluebird terminates a Service Order for Customer Default or Customer cancels or terminates any Service or Service Order for any reason other than Bluebird Default, (a) Bluebird may immediately stop work and/or cease providing Services, (b) Customer shall not be entitled to a refund of any prior consideration paid; and (c) Customer shall pay an early termination fee to Bluebird which shall be equal to (i) 100% of the remaining monthly recurring charges plus (ii) any waived or otherwise unpaid NRC or special construction charges, plus (iii) any fees payable to third parties and attributable to the terminated services, if any, to the extent such fees are not captured by the amounts in subsection (i) and (ii) of this section (together, "Early Termination Liability"). Early Termination Liability shall be due and payable in accordance with Section 5. The Parties agree that Early Termination Liability is a reasonable estimate of liquidated damages and not a penalty.
13. Condemnation, Eminent Domain, Lack of Rights. In the event that any portion of the assets utilized to provide a Service becomes the subject of a proceeding by any governmental agency or other party having the power of eminent domain for public purpose or use, Bluebird and Customer shall be entitled, to the extent permitted by law, to participate in such condemnation or eminent domain proceeding for compensation by either joint or separate awards for the economic value of their respective interests in the Services that are subject to the condemnation or eminent domain proceeding. Bluebird may terminate any affected Service without liability to Customer if: (a) Bluebird's applicable franchise authority is cancelled or terminated; (b) Bluebird is prohibited from furnishing the Services by regulation, statute, court order, or ruling by any other federal, state or local governmental authority; or (c) Bluebird's pole attachment, conduit use, or other necessary rights are terminated or become subject to such restrictions or conditions that continuation of the applicable Service is impracticable, unreasonable, or prohibited.
14. Representations and Warranties. Customer represents and warrants that (a) it has full right and authority to enter into this Agreement and Service Orders governed by it; (b) the Customer name listed in any Service Order is a legally valid and existing business in the state in which Services are provided; and (c) neither Customer nor its end-users will use the Services in any manner in violation of any applicable laws, regulations, or Bluebird's Acceptable Use Policy, available at bluebirdfiber.com/regulatory/. In the event Bluebird reasonably believes that a violation of any warranty has or will occur, Bluebird may take any action that it deems appropriate and reasonable under the circumstances to protect its systems, facilities, customers, and/or third parties.
15. Indemnification. Customer agrees to defend, indemnify, and hold Bluebird and its affiliates, directors, officers, members, employees, and agents harmless from any and all liabilities, costs and expenses, including but not limited to, reasonable attorneys' fees ("Claims"), related to or arising from (a) any breach of this Agreement by Customer or its end-users; (b) the use of Services or the Internet or the placement of any message, information, software, or other materials on the Internet by Customer or its customers; (c) acts or omissions of Customer or its customers in connection with the construction, installation, maintenance, presence, use, or removal of systems, channels, equipment, or software not provided by Bluebird; (d) damage to any real or personal property, or personal injury (including death), caused by the negligence, act, or omission of Customer or Customer's end-user of the Services; (e) claims for infringement of any intellectual property right arising from the use of Services, equipment, software, apparatus, and systems not provided by Bluebird; and (f) any violation of Bluebird's Acceptable Use Policy.
16. Insurance. In the event Services are provided at a location owned, leased, or controlled (including possession as a tenant) by Customer, then throughout Service Term, each Party shall maintain and, upon written request, shall provide proof of adequate commercial general liability insurance covering all equipment, operations, and work related to the Services and applicable Bluebird Equipment and facilities. Such insurance shall be written on an occurrence coverage basis and shall provide coverage equivalent to or greater than one million dollars (\$1,000,000.00) per occurrence for bodily injury and property damage liability including coverage extension for blanket contractual liability or personal injury liability. Customer shall be responsible for ensuring that its insurer is not permitted to subrogate with respect to insurance carried by Bluebird.
17. Limitation of Liability. EXCEPT FOR CUSTOMER'S PAYMENT AND INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY (OR ITS AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS OR AGENTS) BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF REVENUE, PROFITS, CUSTOMERS, CLIENTS, OR GOODWILL, WHETHER IN CONTRACT, TORT, OR OTHERWISE AND REGARDLESS OF WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES AND THE DAMAGES WERE FORESEEABLE. In no event shall Bluebird's cumulative liability for claims related to this Agreement exceed the total amount paid by Customer to Bluebird within the one (1) month prior. Except as otherwise explicitly set forth in this Agreement, a Service Order, or service level agreement between the Parties, Bluebird shall not be liable for any failure or interruption in Services. Customer acknowledges and agrees that Bluebird has based its pricing on and entered into each Service Order in reliance upon the limitations of liability and disclaimers of warranties and damages in this Agreement and that such terms form an essential basis of the bargain.

18. **Disclaimer.** BLUEBIRD MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO ANY SERVICES PROVIDED TO CUSTOMER. BLUEBIRD SPECIFICALLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, THAT ANY CONTENT, INCLUDING CUSTOMER CONTENT OR THIRD-PARTY CONTENT, WILL BE SECURE OR NOT OTHERWISE BE LOST OR DAMAGED, AND PERFORMANCE OR INTEROPERABILITY OF THE SERVICES WITH ANY CUSTOMER EQUIPMENT OR SERVICES. BLUEBIRD MAKES NO WARRANTY REGARDING NETWORK SECURITY, ENCRYPTION, DATA INTEGRITY, OR DATA SECURITY. ALL WARRANTIES ARE EXPRESSLY DISCLAIMED BUT FOR THE WARRANTY TO USE COMMERCIAL REASONABLE EFFORTS TO REMEDY IMPAIRMENT. Customer acknowledges and agrees that because the flow of data to or from and through the Internet is dependent upon the performance of services provided or controlled by third parties, Bluebird cannot guarantee uninterrupted internet access and use. Bluebird will use commercially reasonable efforts to remedy impairment or disruption of Customer's access to the internet through Bluebird's Equipment.
19. **Force Majeure.** Bluebird shall not be liable with respect to any failure or delay in performing its obligations hereunder to the extent that such failure or delay is caused by acts of nature, God, wars, revolution, civil commotion, acts of public enemy, embargo, acts of government in its sovereign capacity, labor difficulties, strikes, slowdowns, picketing or boycotts, damage to fiber or facilities caused by a third party, delays caused by the inaction of utilities, local exchange carriers, cities, municipalities, or other political subdivisions in granting access to rights of way, poles, or any other required items, or any other circumstances beyond the reasonable control and not involving any fault or negligence of Bluebird (each, a "Force Majeure Event"). If a Force Majeure Event occurs, Bluebird shall be excused from performance under the applicable Service Order on a day-to-day basis during the continuance of such Force Majeure Event.
20. **Confidential Information.** The Parties agree not to disclose to a third party any Confidential Information furnished to it in connection with this Agreement. "Confidential Information" includes any information Bluebird regards as confidential or proprietary, including (a) all technical information and data, (b) product data and specifications, software, source codes, and other software information, processes, inventions, research projects, derivative works, and product development; (c) all business information, including accounting and financial information, sales and marketing information, research, investment analyses, investment strategies and techniques, investment transactions and holdings, plans or strategies, processing, equipment designs, clients, personnel, know-how, data and material used or licensed by Bluebird, including computer software, programming, research, financial information and analyses and the like, and documentation relating thereto; (d) Bluebird employee or customer information; (e) Bluebird's confidential information disclosed to Customer by third parties; (f) rates, terms, or other information relating to Services, and (g) any information which a reasonable person would deem to be confidential. Use of Confidential Information shall be limited to purposes of fulfilling a Party's obligations hereunder. Customer will not use Bluebird's name or the name of any Bluebird product or service publicly without Bluebird's prior written consent. Bluebird's Confidential Information shall remain its property and shall be either returned to Bluebird or destroyed promptly upon the termination of a Service or at Bluebird's request.
21. **Assignment.** Customer may not assign or otherwise transfer its rights or obligations under this Service Order without the prior written consent of Bluebird. Any attempted assignment in contravention of this provision shall be null and void. Bluebird may at any time, without consent but on written notice, assign its rights and obligations to (i) any Affiliate (as "Affiliate" is hereinafter defined), or (ii) a person, firm, corporation, partnership, association, trust or other entity which purchases all or substantially all of its assets whether via merger, sale, stock purchase, or other similar equity arrangement. This Service Order shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns. "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity.
22. **Notice.** All notices and communications concerning or relating to Services shall be in writing and addressed to the other party using the information listed below. If Customer's notice address information is not listed below, the notice address shall be any address associated with Customer as listed in a Service Order. Any notice or communication required or permitted to be given hereunder shall be in writing and may be delivered by hand, deposited with a nationally recognized overnight courier, sent by confirmed electronic mail, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the receiving party or to such other address as either Party may notify the other in writing from time to time. Such notice will be deemed to have been given as of the date given by hand or electronic confirmation, the day after deposit with a nationally recognized overnight courier, or five (5) days after it was mailed.

If to Bluebird Fiber:	If to Customer:
9201 Ward Parkway, Suite 300 Kansas City, MO 64114 Attn: Legal contract.management@bluebirdfiber.com	

23. **Miscellaneous.**
- (a) **Authorizations.** Without the other Party's prior written consent, neither Party shall refer to itself as an authorized representative of the other, use the other Party's logos, trademarks, service marks, carrier identification codes, or any variations thereof, or engage in any activity using or displaying the other Party's name or the Services, without the prior written consent of the other Party.
- (b) **Data Centers.** To the extent Services involve a Bluebird data center, Bluebird's Data Center Customer Guidelines and other terms and conditions, located at bluebirdfiber.com/agreements-and-guidelines/, are incorporated herein and made a part of this Agreement by reference.
- (c) **Customer Terms.** Any terms and conditions provided to Bluebird by Customer shall have no binding effect unless memorialized in a document signed by authorized representatives of both Parties.
- (d) **Data Transmission.** Because Bluebird acts only as a conduit for transmission of data, Bluebird explicitly disclaims any obligations related to Protected Health Information and the Health Insurance Portability and Accountability Act of 1996. Customer shall have responsibility and liability for all content Customer or any end-user transmits over Bluebird's network or while using the Services, and Customer agrees to indemnify and hold Bluebird and Bluebird's third-party providers harmless with respect to any claims therefrom.
- (e) **Ownership and Encumbrances.** Customer acknowledges that it has no title to any fiber, facilities, equipment, or materials provided by Bluebird and shall not in any way encumber the Services, cable, or any property that is the subject of or related to a Service Order.
- (f) **Governing Law and Exclusive Jurisdiction.** All terms shall be construed in accordance with the laws of the state of Missouri, without reference to its conflict of law provision. The obligations, rights, and remedies of the parties hereunder shall be determined in accordance with such laws. Any suit, action, or proceeding seeking to enforce any provision or based on any matter arising out of or in connection with this Agreement, must be brought in the appropriate courts in Jackson County, Missouri.
- (g) **Negotiated Agreement.** This Agreement and any related Service Orders have been fully negotiated and jointly drafted.
- (h) **Limited Effect of Waiver.** Any waiver or failure to enforce a provision of this Agreement or any Service Order shall not be construed as a general waiver of the provision.
- (i) **Document Precedence.** In the event of a conflict between this Agreement and an applicable Service Order, the provisions of the applicable Service Order shall prevail.
- (j) **Severability.** If any term or provision is determined to be invalid or unenforceable by a court or body of competent jurisdiction, both Parties shall be relieved of all obligations arising under such provision and the applicable term or provision shall be deemed amended by modifying such provision to the extent necessary to make it valid and enforceable while preserving its intent.
- (k) **Integration.** This document constitutes the entire and final agreement and understanding between Bluebird and Customer with respect to the subject matter hereof and may be supplemented with additional provisions as listed or described within a Service Order.
- (l) **Amendment.** This Agreement and any Service Order may only be amended, modified, or supplemented by an instrument in writing executed by duly authorized representatives of each Party.