



City of Fairview Heights

CITY COUNCIL MEETING AGENDA
10025 BUNKUM ROAD
FAIRVIEW HEIGHTS, IL 62208
AUGUST 19, 2025
7:00 P.M.

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

A. Call to Order

F. Consent Agenda:

City Council Minutes – August 05, 2025

Finance Director's Report

Presentation of Bills - \$ 2,492,792.90

**Public Hearing Minutes – Proposed Business
District Lincoln
HWY & 159 -
August 05, 2025**

Public Hearing Minutes – TIF - August 05, 2025

B. Pledge of Allegiance

C. Invocation

G. Committee Reports

D. Roll Call

H. Communications from Mayor

E. Public Participation

I. Communication from Elected Officials

J. UNFINISHED BUSINESS

Proposed Ordinance No. 14-'25 an Ordinance authorizing a Redevelopment Agreement between the City of Fairview Heights, Illinois and Apex Holdings for the Redevelopment Project at 9510 St. Clair Ave in the City of Fairview Heights. (Community Committee)

K. NEW BUSINESS

Proposed Resolution No. 56-'25 a Resolution authorizing the Mayor to enter into an agreement with Farnsworth Group for management of construction documents, bidding and construction administration for two generators to be included as design alternates to the expansion of The REC. (Administration Committee)

Proposed Resolution No. 57-'25 a Resolution authorizing the Mayor to enter into a contract on behalf of the city of Fairview heights with KRB Excavating, Inc. for pavement removal and replacement, Stonewolf subdivision. (Operations Committee)

L. MOTION

M. ADJOURNMENT

**CITY OF FAIRVIEW HEIGHTS
CITY COUNCIL MINUTES
August 05, 2025**

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

ROLL CALL

Roll call of Aldermen present: Josh Frawley, Derrick King, James Winkeler, Barbara Brumfield, Brenda Wagner, Pat Peck, Anthony LeFlore, Bill Poletti and Frank Menn. City Clerk Karen Kaufhold was absent – excused- attended virtually. Deputy Clerk Veronica Gabriel and Attorney Garrett Hoerner were present.

PUBLIC PARTICIPATION

None

CONSENT AGENDA

Alderman Barbara Brumfield moved to approve the July 15th, 2025 City Council Meeting minutes. Seconded by Alderman Brenda Wagner.

Roll call on the Amended July 15th, 2025 City Council Meeting minutes showed Aldermen Frawley, King, Winkeler, Brumfield, Wagner, Peck, LeFlore, Poletti and Menn voting “Yea”. Motion passes with 9 yeas.

COMMITTEE REPORTS

The Mayor announced that the Operations and Administration Committee Meeting will be on 13th, 2025 at 7:00 P.M.

COMMUNICATIONS FROM THE MAYOR

Mayor Mark began by asking us for a moment of silence for Andy Borawski, Manager of The REC, for the passing of his mother. The Mayor also asked for a moment of silence for the passing of Alderman Harry Zimmerman, he has served our city for over 25 years, he was well respected and liked in the community. The Mayor wanted to remind us that school will be starting soon, so be mindful of children out in the area. Mayor Kupsy announced that the Salute to the Arts Fair will be held on August 22nd, 23rd, and 24th at Moody Park.

COMMUNICATIONS FROM ELECTED OFFICIALS

Alderman Pat Peck notified us that this Saturday, August 9th, 2025 will be Trekking for Trash, they will meet at 8:00 am at Walgreens. On August 16, 2025, there will be 30 - 40 volunteers from Southern Illinois University Edwardsville. Alderman Peck said a few sincere and heartfelt words about Alderman Harry Zimmerman.

UNFINISHED BUSINESS

None

NEW BUSINESS

Proposed Ordinance No. 13-'25 an Ordinance granting an Area Bulk Variance to allow a detached carport to be 4' from the principal structure at 8 Spivey Ln, Fairview Heights, PIN #03-21.0-303-007. Motion by Alderman Poletti. Seconded by Alderman Wagner. Proposed Ordinance No. 13-'25 was read for the first time.

Motion by Alderman Menn to advance Proposed Ordinance No. 13-'25 to the second reading. Seconded by Alderman LeFlore.

Roll call to advance Proposed Ordinance No. 13-'25 to the second showed Aldermen Frawley, King, Winkeler, Brumfield, Wagner, Peck, LeFlore, Poletti and Menn voting "Yea". Motion passed with 9 yeas.

Roll call on the Proposed Ordinance No. 13-'25 showed Aldermen Frawley, King, Winkeler, Brumfield, Wagner, Peck, LeFlore, Poletti and Menn voting "Yea". Motion passes with 9 yeas.

Proposed Ordinance No. 13-'25 passed on with 9 yeas.

Proposed Ordinance No. 13-'25 now becomes **ORDINANCE NO. 1997-2025**

Proposed Ordinance No. 14-'25 an Ordinance authorizing a Redevelopment Agreement between the City of Fairview Heights, Illinois and Apex Holdings for the Redevelopment Project at 9510 St. Clair Ave in the City of Fairview Heights. Motion by Alderman Wagner. Seconded by Alderman Menn. Proposed Ordinance No. 14-'25 was read for the first time.

Proposed Resolution No. 53-'25 a Resolution approving a Special Use Permit at 1807 west HWY 50 within the "B-3" Community Business District to allow an auto repair facility. Motion by Alderman Wagner. Seconded by Alderman Brumfield.

Roll call on the Proposed Resolution No. 53-'25 showed Aldermen Frawley, King, Winkeler, Brumfield, Wagner, Peck, LeFlore, Poletti and Menn voting "Yea". Motion passes with 9 yeas.

Proposed Ordinance No. 53-'25 passed on with 9 yeas.

Proposed Ordinance No. 53-'25 now becomes **RESOLUTION NO. 4656-2025**

Proposed Resolution No. 54-'25 a Resolution approving a Special Use Permit at 5520 N Illinois within the "B-4" retail Business District to allow an auto repair facility. Motion by Alderman Brumfield. Seconded by Alderman Wagner.

Roll call on the Proposed Resolution No. 54-'25 showed Aldermen Frawley, King, Winkeler, Brumfield, Wagner, Peck, LeFlore, Poletti and Menn voting "Yea". Motion passes with 9 yeas.

Proposed Ordinance No. 54-'25 passed on with 9 yeas.

Proposed Ordinance No. 54-'25 now becomes **RESOLUTION NO. 4657-2025**

Proposed Resolution No. 55-'25 a Resolution authorizing the Mayor on behalf of the City to enter into a contract with Hanks Excavating for the demolition of 9916 Bunkum Road, 9918 Bunkum Road, and 10025 Bunkum Road Rear, for a cost not to exceed \$66,000.00. Motion by Alderman Poletti. Seconded by Alderman Wagner.

Roll call on the Proposed Resolution No. 55-'25 showed Aldermen Frawley, King, Winkeler, Brumfield, Wagner, Peck, LeFlore, Poletti and Menn voting "Yea". Motion passes with 9 yeas.

Proposed Ordinance No. 55-'25 passed on with 9 yeas.

Proposed Ordinance No. 55-'25 now becomes **RESOLUTION NO. 4658-2025**

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

Meeting adjourned at 7:16 P.M.

Respectfully submitted,

VERONICA GABRIEL
DEPUTY CLERK

DRAFT

Memo

To: Mayor & City Council
From: Gina Rader - Director of Finance
CC: City Clerk & Directors
Date: August 15, 2025
Re: Finance Report – August 19, 2025 City Council Meeting

Bill List

The Bill List for July 2025 will be presented to the Finance Committee prior City Council Meeting. The bills will be \$2,492,792.90

Sales Tax Report

The August 2025 Sales Tax Report is attached. The City has seen another increase this month, a 5.5% increase (\$36,617.38), which puts us ahead by \$127,202.09 compared to the same period last year.

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

DISTRIBUTION MONTH	MAY 2018 - APRIL 2019	MAY 2019 - APRIL 2020	MAY 2020 - APRIL 2021	MAY 2021 - APRIL 2022	MAY 2022 - APRIL 2023	MAY 2023 - APRIL 2024	MAY 2024 - APRIL 2025	MAY 2025 - APRIL 2026	% CHANGE	CHANGE IN DOLLARS
MAY	\$ 553,114.13	\$ 490,116.91	\$ 518,363.86	\$ 485,349.04	\$ 566,819.87	\$ 611,908.51	\$ 629,180.65	\$ 622,533.94	-1.1%	\$ (6,646.71)
JUN	676,704.83	654,604.36	473,959.16	779,052.70	762,542.61	743,018.96	741,809.41	783,008.20	5.6%	\$ 41,198.79
JUL	555,320.85	572,195.98	292,786.39	671,227.76	729,663.46	646,895.58	645,682.49	701,715.12	8.7%	\$ 56,032.63
AUG	607,357.54	585,032.16	352,983.85	705,072.08	696,071.59	671,800.32	672,068.48	708,685.86	5.5%	\$ 36,617.38
SEP	623,578.60	610,349.55	573,698.65	769,875.25	723,295.00	714,236.85	686,146.56			
OCT	540,557.44	562,791.28	553,942.65	644,304.43	655,076.98	633,142.68	662,673.06			
NOV	570,594.16	561,747.98	539,090.76	669,316.96	657,316.09	666,756.88	681,623.37			
DEC	577,677.65	585,185.60	588,959.31	639,166.02	711,995.75	687,640.20	661,750.89			
JAN	560,273.13	581,553.25	552,631.29	666,763.34	688,819.03	667,526.21	761,850.84			
FEB	668,036.72	644,092.22	555,336.35	707,919.44	717,165.05	722,678.85	779,355.75			
MAR	870,591.30	865,433.15	800,244.14	1,021,806.92	938,892.59	965,462.25	954,362.92			
APR	457,194.13	482,774.60	499,297.62	567,463.90	591,594.14	597,229.68	581,935.70			
YTD TOTAL	\$ 7,261,000.48	\$ 7,195,877.04	\$ 6,301,294.03	\$ 8,327,317.84	\$ 8,439,252.16	\$ 8,328,296.97	\$ 8,458,440.12	\$ 2,815,943.12	-66.7%	\$ 127,202.09
YTD CHANGE	-1.8%	-0.9%	-13.6%	33.7%	1.1%	-1.5%	1.9%			
MONTHLY AVG	\$ 605,083.37	\$ 599,656.42	\$ 525,107.84	\$ 693,943.15	\$ 703,271.01	\$ 694,024.75	\$ 704,870.01			

**CITY OF FAIRVIEW HEIGHTS
PUBLIC HEARING MINUTES**

**Proposed Business District Plan and Project for the Fairview Heights Lincoln Highway and
159 Business District Project Area**

August 05, 2025

The Public Hearing meeting of the Fairview Heights City Council was called to order at 6:30 p.m. by Mayor Mark T. Kupsy in the City Council Chambers, 10025 Bunkum Road, Fairview Heights, IL and also conducted virtually for guest attendees and City Council members per Resolution 4391-2021.

City Council in attendance:

Aldermen present: Aldermen Josh Frawley, Derrick King, James Winkeler, Barbara Brumfield, Brenda Wagner, Pat Peck, Anthony LeFlore, Bill Poletti, and Frank Menn. City Clerk Karen Kaufhold attended virtually. Deputy Clerk Veronica Gabriel and Attorney Garrett Hoerner were present.

PUBLIC HEARING ANNOUNCEMENT

Mayor Kupsy announced the City of Fairview Heights Proposed Business District Plan and Project for the Fairview Heights Lincoln Highway and 159 Business District Project Area. Further explanation provided by Dallas Alley- Land Use Director.

SPEAKING IN FAVOR OF THE SUBJECT

Adam Strauss – PGAV Consultant

SPEAKING IN OPPOSITION OF THE ABOVE SUBJECT

No one speaking in opposition of the above announcement

WRITTEN COMMENTS IN FAVOR OF THE ABOVE SUBJECT

No written comments in favor of the above announcement

WRITTEN COMMENTS IN OPPOSITION OF THE ABOVE SUBJECT

No written comments in opposition of the above announcement

Meeting adjourned at 6:13 P.M.

Respectfully submitted,

Veronica Gabriel
Deputy Clerk

**CITY OF FAIRVIEW HEIGHTS
PUBLIC HEARING MINUTES**

**Proposed Tax Increment Financing (TIF) Redevelopment Plan and
Project for the Fairview Heights Lincoln Highway and 159 TIF
Redevelopment Project Area**

August 05, 2025

The Public Hearing meeting of the Fairview Heights City Council was called to order at 6:30 p.m. by Mayor Mark T. Kupsy in the City Council Chambers, 10025 Bunkum Road, Fairview Heights, IL and also conducted virtually for guest attendees and City Council members per Resolution 4391-2021.

City Council in attendance:

Aldermen present: Aldermen Josh Frawley, Derrick King, James Winkeler, Barbara Brumfield, Brenda Wagner, Pat Peck, Anthony LeFlore, Bill Poletti, and Frank Menn. City Clerk Karen Kaufhold attended virtually. Deputy Clerk Veronica Gabriel and Attorney Garrett Hoerner were present.

PUBLIC HEARING ANNOUNCEMENT

Mayor Kupsy announced the City of Fairview Heights Proposed Tax Increment Financing (TIF) Redevelopment Plan and Project for the Fairview Heights Lincoln Highway and 159 TIF Redevelopment Project Area. Further explanation provided by Dallas Alley- Land Use Director.

SPEAKING IN FAVOR OF THE SUBJECT

Adam Strauss – PGAV Consultant

SPEAKING IN OPPOSITION OF THE ABOVE SUBJECT

No one speaking in opposition of the above announcement

WRITTEN COMMENTS IN FAVOR OF THE ABOVE SUBJECT

No written comments in favor of the above announcement

WRITTEN COMMENTS IN OPPOSITION OF THE ABOVE SUBJECT

No written comments in opposition of the above announcement

Meeting adjourned at 6:45 P.M.

Respectfully submitted,

Veronica Gabriel
Deputy Clerk

PROPOSED ORDINANCE NO. 14-25

AN ORDINANCE AUTHORIZING A REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF FAIRVIEW HEIGHTS, ILLINOIS AND APEX HOLDINGS FOR THE REDEVELOPMENT PROJECT AT 9510 ST. CLAIR AVE 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 Apek Holdings 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, Apek Holdings desires to undertake site improvements at 9510 St. Clair Ave, Fairview Heights, IL, 62208 and currently owns the real estate underlying the Project Area; and

WHEREAS, the Community Committee of the City Council met on July 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 Apek Holdings.

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: 08/05/2025

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

Apek Holdings

Redevelopment of light industrial space

located at 9510 St. Clair Avenue - Fairview Heights, Illinois



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 Apek Holdings, P.O. Box 122 Golf, IL 60029. 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 9510 St. Clair Ave, 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 \$1,225,000, 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) three (3) FTE jobs within the first year following the Project Completion Date; and
 - (iv) Create (or lease the Project to a tenant that creates) two (2) 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 \$75,000.00 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.

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 an 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 City Clerk 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 of the Developer may direct in writing:

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

If to the Developer: Adam Embick
Apek Holdings, LLC
PO Box 122
Golf, IL 60029

- (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.

- (q) SNDA and Estoppel. The City shall, within 10 days after request from Developer from time-to-time, (i) issue such estoppel certificates certifying Developer's compliance with this Agreement and such other matters as Developer may reasonably request; and (ii) execute a subordination, non-disturbance and attornment agreement in form reasonably acceptable to the City with respect to this Agreement with any holder of a mortgage that encumbers the Project.

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

CITY OF FAIRVIEW HEIGHTS, ST. CLAIR COUNTY, ILLINOIS, a municipal corporation

By:

Mayor Mark T. Kupsky
Mayor, City of Fairview Heights

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 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.

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

Notary Public

Apek Holdings, LLC

By:

Adam Embick

Apek Holdings, LLC

My Commission Expires:_____

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 Adam Embick, personally known to me to be the authorized representative of Apek Holdings, LLC., located at 9510 St. Clair Avenue Fairview Heights, IL 62208, 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:_____

PROPOSED RESOLUTION NO. 56-'25

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH FARNSWORTH GROUP FOR MANAGEMENT OF CONSTRUCTION DOCUMENTS, BIDDING AND CONSTRUCTION ADMINISTRATION FOR TWO GENERATORS TO BE INCLUDED AS DESIGN ALTERNATES TO THE EXPANSION OF THE REC

WHEREAS, the City of Fairview Heights is in need of Management of Construction Documents, Bidding and Construction Administration for two generators to be included as design alternates to the Expansion of The Rec;

WHEREAS, Farnsworth Group, 300 East Main Street, Belleville, IL, 62220, has been selected to provide said Management of Construction Documents, Bidding and Construction Administration for two generators to be included as design alternates to the Expansion of The Rec.

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

That the Mayor be and is hereby authorized to enter into an Agreement with Farnsworth Group, 300 East Main Street, Belleville, IL, 62220, for Management of Construction Documents, Bidding and Construction Administration for two generators for the Expansion of The Rec, for a fixed fee of Forty Four Thousand Nine Hundred Fifty Dollars and no cents (\$44,950.00), pursuant to the 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

AIA® Document G802® – 2017
Amendment to the Professional Services Agreement
PROJECT: *(name and address)*

REC Complex Expansion and Pleasant
Ridge Park Renovation
9950 Bunkum Rd.
Fairview, IL 62208

AGREEMENT INFORMATION:

Date:
12-18-2024

AMENDMENT INFORMATION:

Amendment Number:
001
Date:
07-22-2025

OWNER: *(name and address)*

City of Fairview Heights
10025 Bunkum Road
Fairview Heights, IL 62208

ARCHITECT: *(name and address)*

Farnsworth Group Inc.
300 E. Main Street
Suite 101
Belleville, IL 62220

The Owner and Architect amend the Agreement as follows:

Additional scope consisting of two new generators to be included as design alternates in the construction documents, contractor bidding, and construction administration services as previously described in Exhibit D (2025.04.11_FVH REC Complex and Pleasant Ridge Park Reno Proposal_Phase 2).

The below Assumptions & Exclusions assume this agreement will be approved on or before July 31st 2025 in order to incorporate this work into the current contract documents. If a signed agreement cannot be reached by the date indicated above, then the below scope of work, schedule, and fee may require modification.

Assumptions & Exclusions (Generator @ REC) (Alternate #1):

- The entire electrical service at the existing REC Complex will be placed on generator backup. The transfer switch and the generator will be sized for the entire building load (both to be determined from existing utility bills and existing service size). For the purposes of this agreement, we assume a 1000kW, 480v, 3ph diesel generator with a belly tank sized for a 24hr run time. Existing utility bills to be provided as part of this contract agreement. Requested billing information to be received by FGI within a week of a signed agreement.

- The generator is to be located on/near the existing concrete pad at the lower utility entrance of the REC facility.

- Coordination with other utilities will be required.
- Any monitoring/connectivity to remote location(s) will be included in the original design and controls.
- All existing systems needing continuous backup (IT/door access/etc) are assumed to have UPS systems (by others).

- Any additional UPS backup for systems currently excluded may be requested by Owner for additional services.

- We assume the existing electrical service is adequate and that no service size upgrades are required.

- We assume any upgrades to controls for existing mechanical, plumbing, and building systems is not required and therefore we have excluded any related review or services from this agreement. Additional fee may apply if drawing updates, specs or other work is required by mech/plumbing to update system processes.

Assumptions & Exclusions (Generator @ Pickleball) (Alternate #2):

- The entire electrical service at the new REC Pickleball Facility will be placed on generator backup. The transfer switch and the generator will be sized for the entire building load. For the purposes of this agreement, we assume a 500kW, 480v, 3ph diesel generator with a belly tank sized for a 24hr run time.

- The generator is to be located on/near a concrete pad at the new dumpster enclosure.

- Coordination with other utilities will be required.
- Additional landscaping and/or screening will be required.
- Any monitoring/connectivity to remote location(s) will be included in the original design and controls.

- All systems needing continuous backup (IT/door access/etc) are assumed to have UPS systems (by others).

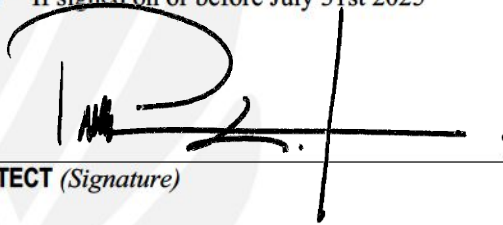
- Any additional UPS backup for systems currently excluded may be requested by Owner for additional services.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:
Project Management - \$6,000
Survey - \$2,500
Civil fee - \$3,000
Structural - \$1,200
Architectural/Landscape fee - \$2,250
Electrical fee - \$30,000

Total Fee - \$44,950

Schedule Adjustment:
3 weeks **If signed on or before July 31st 2025



ARCHITECT *(Signature)*

Paul Wheeler

(Printed name, title, and license number if required)

22 July, 2025

Date

OWNER *(Signature)*

(Printed name and title)

Date

PROPOSED RESOLUTION NO. 57-25

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER
INTO A CONTRACT ON BEHALF OF THE CITY OF
FAIRVIEW HEIGHTS WITH KRB EXCAVATING, INC.
FOR PAVEMENT REMOVAL AND REPLACEMENT,
STONEWOLF SUBDIVISION.**

WHEREAS, the City has advertised for bids for labor, materials, and equipment for Pavement Removal and Replacement, Stonewolf Trail, with an additional alternate of Wolfrun Trail in the Stonewolf Subdivision as specified in the proposal; and

WHEREAS, KRB Excavating, Inc. has submitted the best bid in the interest of the City pursuant to such advertisement for bid.

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

That the Mayor be and is hereby authorized to enter into, on behalf of the City, a contract with KRB Excavating, Inc., 789 West Broadway, Trenton, Illinois 62293 for work related to Pavement Removal and Replacement, Stonewolf Trail and Wolfrun Trail in the Stonewolf Subdivision for the sum of THREE HUNDRED SIXTY-SIX THOUSAND SIX HUNDRED FIFTY DOLLARS AND TWENTY-FIVE CENTS (\$366,650.25) pursuant to the proposal documents attached hereto and marked "Exhibit A."

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

PASSED:

APPROVED:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD – CITY CLERK



Contractor's Name

KRB Excavating, Inc.

Contractor's Address

789 West Broadway

City

Trenton

State

IL

Zip Code

62293

STATE OF ILLINOIS

Local Public Agency

City of Fairview Heights

County

St. Clair

Section Number

Street Name/Road Name

Pavement Removal and Replacement, Stonewolf Trail, Wolfrun Trail

Type of Funds

Home Rule

☒ CONTRACT BOND (when required)

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature & Date

--

Submitted/Approved

County Engineer/Superintendent of Highways Signature & Date

--

For a Municipal Project

Submitted/Approved/Passed

Signature & Date

--

Official Title

--

Department of Transportation

☐ Concurrence in approval of award

Regional Engineer Signature & Date

--

Local Public Agency	Local Street/Road Name	County	Section Number
City of Fairview Heights	Pavement Removal and Replacement,	St. Clair	

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

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

Clerk Signature & Date

(SEAL, if required by the LPA)

Party of the First Part Signature & Date

By:

(If a Corporation)

Corporate Name

President, Party of the Second Part Signature & Date

By:

(If a Limited Liability Corporation)

LLC Name

Manager or Authorized Member, Party of the Second Part

By:

(If a Partnership)

Partner Signature & Date

Partner Signature & Date

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

(If an individual)

Party of the Second Part Signature & Date

Attest:

Secretary Signature & Date

(SEAL, if required by the LPA)

BID PROPOSAL
CITY OF FAIRVIEW HEIGHTS
PUBLIC WORKS DEPARTMENT
PAVEMENT REMOVAL AND REPLACEMENT
STONEWOLF TRAIL, STONEWOLF SUBDIVISION

INFORMATION FOR BIDDERS:

The City of Fairview Heights, Illinois is accepting bids to provide all labor, equipment and material necessary to remove and replace approximately 0.78 mile of pavement for a project known as **“PAVEMENT REMOVAL AND REPLACEMENT, STONEWOLF TRAIL, STONEWOLF SUBDIVISION”**. All bids shall be placed on the forms provided, and returned in a sealed envelope with the name and address of the bidder, and marked **“PAVEMENT REMOVAL AND REPLACEMENT, STONEWOLF TRAIL, STONEWOLF SUBDIVISION”** on the front, addressed to the Public Works Committee, c/o City Clerk, 10025 Bunkum Road, Fairview Heights, IL 62208. **Any sealed envelope not marked as designated above will not be accepted as a bid. All bids must be received prior to 3:00 p.m., August 12, 2025, and will be opened at that time.**

The City reserves the right to reject any or all bids, and to waive any irregularities in the bidding procedure.

Information may be obtained from the PUBLIC WORKS DEPARTMENT by calling 618-489-2020, between 8:00 a.m. and 4:30 p.m., Monday through Friday.

Bidding documents will be available on Monday, July 28, 2025, at the office of the City Clerk, 10025 Bunkum Road, Fairview Heights, Illinois 62208, or electronically by contacting the Public Works office at 618-489-2020.

All contractors interested in bidding this project **MUST** be prequalified with **IDOT** and will be required to submit a **CERTIFICATE OF ELIGIBILITY** prior to receiving bidding documents.



COVER SHEET

Proposal Submitted By:

Contractor's Name

KRB Excavating, Inc

Contractor's Address

789 W. Broadway

City

Trenton

State

IL

Zip Code

62293

STATE OF ILLINOIS

Local Public Agency

City of Fairview Heights

County

St. Clair

Section Number

Route(s) (Street/Road Name)

Stonewolf Trail

Type of Funds

Home Rule

☐ Proposal Only ☒ Proposal and Plans ☐ Proposal only, plans are separate

Submitted/Approved

For Local Public Agency:

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature & Date

Submitted/Approved

County Engineer/Superintendent of Highways Signature & Date

For a Municipal Project

Submitted/Approved/Passed

Signature & Date

Official Title

Department of Transportation

Released for bid based on limited review

Regional Engineer Signature & Date

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

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Fairview Heights	St. Clair		Stonewolf Trail

NOTICE TO BIDDERS

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

10025 Bunkum Road, Fairview Heights, IL 62208

Address

Name of Office
until 3:00 PM on 08/12/25
Time Date

Sealed proposals will be opened and read publicly at the office of the Director of Public Works

10025 Bunkum Road, Fairview Heights, IL 62208

Address

Name of Office
at 3:00 PM on 08/12/25
Time Date

DESCRIPTION OF WORK

Location

Stonewolf Trail, Stonewolf Subdivision

Project Length

0.78 miles

Proposed Improvement

Existing pavement and subgrade removal and replacement with coarse aggregate and concrete pavement.

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

The City Clerk

10025 Bunkum Road, Fairview Heights, IL 62208

2. ☒ Prequalification

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

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

4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:

- Local Public Agency Formal Contract Proposal (BLR 12200)
- Schedule of Prices (BLR 12201)
- Proposal Bid Bond (BLR 12230) (if applicable)
- Apprenticeship or Training Program Certification (BLR 12325) (do not use for project with Federal funds.)
- Affidavit of Illinois Business Office (BLR 12326) (do not use for project with Federal funds)

5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.

6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case, be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.

7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.

8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.

9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Fairview Heights	St. Clair		Stonewolf Trail

PROPOSAL

- Proposal of KRB Excavating, Inc
189 W. Broadway Trenton, IL 62293
Contractor's Name
Contractor's Address
- The plans for the proposed work are those prepared by _____
and approved by the Department of Transportation on _____
- The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
- The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
- The undersigned agrees to complete the work within _____ working days or by _____ unless additional time is granted in accordance with the specifications.
- The successful bidder at the time of execution of the contract _____ be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond of check shall be forfeited to the Awarding Authority.
- Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the products of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid may be declared unacceptable if neither a unit price nor a total price is shown.
- The undersigned submits herewith the schedule of prices on BLR 12201 covering the work to be performed under this contract.
- The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12201, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.
- A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds Will _____ be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond, if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to: _____
Treasurer of the City of Fairview Heights
The amount of the check is *Eighteen Thousand Three Hundred Twenty Two and 51/100* (18,332.51).

Attach Cashier's Check or Certified Check Here

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

The proposal guaranty check will be found in the bid proposal for: Section Number _____



Contractor's Name

KRB Excavating, Inc

Contractor's Address

789 W Broadway

City

Trenton

State

IL

Zip Code

62293

Local Public Agency

City of Fairview Heights

County

St. Clair

Section Number

Route(s) (Street/Road Name)

Stonewolf Trail

Schedule for Multiple Bids

Combination Letter	Section Included in Combinations	Total

Schedule for Single Bid

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

Item Number	Items	Unit	Quantity	Unit Price	Total
	STONEWOLF TRAIL				
	PCC PAVEMENT 6"				
	REMOVE AND REPLACE	SY	1813	124.90	226,443.70
	WOLFRUN TRAIL				
	PCC PAVEMENT 6"				
	REMOVE AND REPLACE	SY	1123	124.85	140,206.55
	TOTAL TO INCLUDE				
	WOLFRUN ALTERNATE				
Bidder's Total Proposal					366,650.25

1. Each pay item should have a unit price and a total price.
2. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern.
3. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
4. A bid may be declared unacceptable if neither a unit price or total price is shown.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Fairview Heights	St. Clair		Stonewolf Trail

CONTRACTOR CERTIFICATIONS

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedure established by the appropriate Revenue Act, its liability for the tax or the amount of the tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense, or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State of Local government. No corporation shall be barred from contracting with any unit of State or Local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that, it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be canceled.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Fairview Heights	St. Clair		Stonewolf Trail

SIGNATURES

(If an individual)

Bidder Signature & Date

--

Business Address

--

City

State

Zip Code

--	--	--

(If a partnership)

Firm Name

--

Signature & Date

--

Title

--

Business Address

--

City

State

Zip Code

--	--	--

Insert the Names and Addresses of all Partners

--

(If a corporation)

Corporate Name

KRB Excavating, Inc

Signature & Date

Dedra Brinkman 8-11-2025

Title

President

Business Address

789 W Broadway

City

State

Zip Code

Trenton	IL	62293
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Insert Names of Officers

President

Dedra Brinkman

Attest:


Secretary

Secretary



Treasurer

VP 



Local Public Agency	County	Street Name/Road Name	Section Number
City of Fairview Heights	St. Clair	Stonewolf Trail	

All contractors are required to complete the following certification

- ☒ For this contract proposal or for all bidding groups in this deliver and install proposal.
☐ For the following deliver and install bidding groups in this material proposal.

Illinois Department of Transportation policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidder's subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

1. Except as provided in paragraph 4 below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
2. The undersigned bidder further certifies, for work to be performed by subcontract, that each of its subcontractors either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.
3. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

Op. Eng Local 520 520 Engineers Rd Granite City, IL 62040
 Cement Finishers Local 90 820 Lions Drive Troy, IL 62294
 Laborers Local 100 9439 Lebanon Rd E. St. Louis, IL 62203

4. Except for any work identified above, if any bidder or subcontractor shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforces and positions of ownership. ☐

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Department at any time before or afterward may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. In order to fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

Bidder
KRB Excavating, Inc
 Title
President

Signature & Date
Nedra Brinkman 8-11-2025

Address	City	State	Zip Code
789 W Broadway	Trenton	IL	62293



Local Public Agency	County	Street Name/Road Name	Section Number
City of Fairview Heights	St. Clair	Stonewolf Trail	

I, Pedra Brinkman of Trenton, Illinois
Name of Affiant City of Affiant State of Affiant

being first duly sworn upon oath, state as follows:

1. That I am the President of KRB Excavating, Inc
Officer or Position Bidder
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under the proposal described above, KRB Excavating, Inc, will maintain a business office in the
Bidder
 State of Illinois, which will be located in Clinton County, Illinois.
County
4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

Signature & Date

Pedra Brinkman 8-11-2025

Print Name of Affiant

Pedra Brinkman

Notary Public

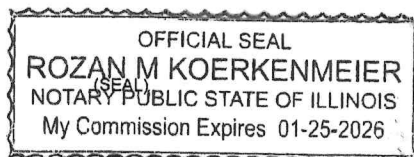
State of IL

County Clinton

Signed (or subscribed or attested) before me on 8-11-2025 by
(date)

Pedra Brinkman, authorized agent(s) of
(name/s of person/s)

KRB Excavating, Inc
Bidder



Notary Public Signature & Date

[Signature] 8-11-25
 My commission expires 1-25-26



Local Public Agency City of Fairview Heights	County St. Clair	Section Number
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WE, KRB Excavating Inc., 789 W Broadway, Trenton, IL 62293 as PRINCIPAL, and FCCI Insurance Company, 6300 University Parkway, Sarasota, FL 34240 as SURETY, are held jointly, severally and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids, whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LPA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LPA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LPA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LPA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LPA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 5th of August, 2025
Day Month and Year

Principal

Company Name KRB Excavating Inc	
Signature By: <i>Dedra Brinkman</i>	Date 08/05/25
Title President	

Company Name	
Signature By:	Date
Title	

(If Principal is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Surety

Name of Surety FCCI Insurance Company
--

Signature of Attorney-in-Fact By: <i>[Signature]</i>	Date 08/05/25
---	------------------

STATE OF IL

COUNTY OF JEFFERSON

I Aaron D Helpingstine, a Notary Public in and for said county do hereby certify that

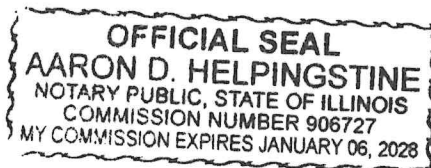
Dedra Brinkman & Nick Schrementi

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 5th day of August, 2025
Day Month and Year

(SEAL)



Notary Public Signature <i>[Signature]</i>

Date commission expires 01/06/28

Local Public Agency

County

Section Number

City of Fairview Heights

St. Clair

ELECTRONIC BID BOND

☐ **Electronic bid bond is allowed (box must be checked by LPA if electronic bid bond is allowed)**

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LPA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

Electronic Bid Bond ID Code

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Company/Bidder Name

--

Signature

--

Date

--

Title

--



GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Nick Schrementi; Aaron Helpingstine; Matt Harre

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$20,000,000.00): \$20,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest:

Christina D. Welch, President
FCCI Insurance Company



Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 4 day of August, 2025

Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company



Illinois Department of Transportation

Affidavit of Availability

For the Letting of

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, IL 62764

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	1	2	3	4	Awards Pending	Accumulated Totals
Contract Number	City of Mascoutah suburbs aprons	MFT TF SW various locations 26-00600-01	Various locations	MFT CH 11 Wigman St 23-00113-00 PR		
Contract With	City of Mascoutah, IL	City of Belleville, IL	Village of Swansea, IL	Clinton County Hwy Dept		
Estimated Completion Date	4-30-26	3-31-26	9-1-25	11-1-25		
Total Contract Price	231,425. ⁰⁰	335,722. ⁵⁰	162,338. ⁰⁰	345,440. ⁰⁰		1,074,925. ⁵⁰
Uncompleted Dollar Value if Firm is the Prime Contractor	149,425. ⁰⁰	219,722. ⁵⁰	162,338. ⁰⁰	345,440. ⁰⁰		876,925. ⁵⁰
Uncompleted Dollar Value if Firm is the Subcontractor						
Total Value of All Work						1,074,925. ⁵⁰

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

Earthwork	11,100. ⁰⁰	18,200. ⁰⁰	38,781. ⁰⁰	12,462. ⁰⁰		80,543. ⁰⁰
Portland Cement Concrete Paving	116,200. ⁰⁰	149,247. ⁵⁰	6,508. ⁰⁰	235,542. ⁰⁰		507,497. ⁵⁰
HMA Plant Mix						
HMA Paving		15,625.-	8,875. ⁰⁰			24,500. ⁰⁰
Clean & Seal Cracks/Joints						
Aggregate Bases, Surfaces	6100. ⁰⁰	6800. ⁰⁰		2500. ⁰⁰		15,400. ⁰⁰
Highway, R.R., Waterway Struc.						
Drainage			73,425. ⁰⁰			73,425. ⁰⁰
Electrical						
Cover and Seal Coats						
Concrete Construction				15,162. ⁰⁰		15,162. ⁰⁰
Landscaping	2875	4000. ⁰⁰	10,000. ⁰⁰			16,875. ⁰⁰
Fencing			4,349. ⁰⁰			4,349. ⁰⁰
Guardrail						
Painting				7000. ⁰⁰		7000. ⁰⁰
Signing						
Cold Milling, Planning, Rotomilling						
Demolition	13,150. ⁰⁰	25,850. ⁰⁰	20,408. ⁰⁰	62,274. ⁰⁰		121,682. ⁰⁰
Pavement Markings (Paint)						
Other Construction (List)						
Traffic Control				10,500.-		10,500.-
Totals	149,425. ⁰⁰	219,722. ⁵⁰	162,338. ⁰⁰	345,440. ⁰⁰		876,925. ⁵⁰

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others.

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					

Total Uncompleted					
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Notary

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Officer or Director

Debra Brinkman

Title

President

Signature

Debra Brinkman

Date

Company

KRB Excavating, Inc

Address

789 W Broadway

City

Trenton

State

IL

Zip Code

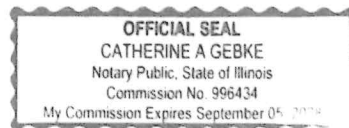
62293

Subscribed and sworn to before me

this 13 day of Aug, 2025

Catherine A Gebke
(Signature of Notary Public)

My commission expires 9/5/28



(Notary Seal)

☐ Add pages for additional contracts