



City of Fairview Heights

CITY COUNCIL MEETING AGENDA
10025 BUNKUM ROAD
FAIRVIEW HEIGHTS, IL 62208
OCTOBER 21, 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 – October 07, 2025

Finance Director's Report

Presentation of Bills - \$ 2,693,911.37

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. 23-'25 an Ordinance amending Ordinance No. 190, "The Revised Code", Chapter 14, "The Development Code", Section 14-2-2, "Zone District Map and Boundaries" By changing the Zone District of certain real property known as Parcel Identification Numbers 02-24.0-301-017, 02-24.0-401-001, 02-24.0-302-013, 02-24.0-302-014, 02-24.0-302-015, 02-24.0-302-016, 02-24.0-304-004, 02-24.0-402-001, 02-24.0-302-049, 02-24.0-302-050 from R3 Single Family Residential District to C Conservation District .
(Community Committee)

K. NEW BUSINESS

Proposed Ordinance No. 24-'25 an Ordinance providing for the insurance of not to exceed \$8,250,000 General Obligation Bonds, Series 2025, of the City of Fairview Heights, St. Clair County, Illinois, for the purpose of financing capital improvements in and for the City, including the construction of a new building and pickleball courts at the City's Rec Complex and improvements to Pleasant Ridge Park, providing for the levy and collection of a direct annual tax sufficient to pay the principal and interest on said bonds, and authoring the sale of said bonds to the purchaser thereof. (Administration Committee)

Proposed Resolution No. 65-'25 a Resolution authorizing the Mayor to enter into a purchase agreement with Morrow Brothers Ford, Inc, Greenfield, Illinois, for the purchase of four (4) 2025 Ford Interceptor Police Vehicles for use by the Fairview Heights Police Department.
(Operations Committee)

Proposed Resolution No. 66-'25 a Resolution authorizing the Mayor to enter into a purchase agreement with Morrow Brothers Ford, Inc, Greenfield, Illinois, for the purchase of one (1) 2025 Ford Interceptor Police Vehicles for use by the Fairview Heights Police Department.
(Operations Committee)

Proposed Resolution No. 67-'25 a Resolution authorizing the Mayor to enter into a purchase agreement with ITOUCH Biometrics, Chicago, Illinois, for the purchase of LIVESCAN Fingerprint Software for use by the Fairview Heights Police Department. (Operations Committee)

Proposed Resolution No. 68-'25 a Resolution authorizing the Mayor to enter into a purchase agreement with Utilitra, Edwardsville, Illinois, for the purchase of the three (3) Solar License Plate Reader Camera for use by the Fairview Heights Police Department. (Operations Committee)

Proposed Resolution No. 69-'25 a Resolution authorizing the Mayor on behalf of the City to enter into a Short Form of agreement between owner and engineer for Professional Services with TWN, Inc. to provide professional engineering services for the Cedar Drive, Elm Drive, Elm Drive, Oak and Lea Street. (Operations Committee)

Proposed Resolution No. 70-'25 a Resolution authorizing the Mayor on behalf of the City to enter into an agreement for Professional Services with Gonzalez Companies, LLC to provide Professional Engineering Services for the Kadlec Drive Improvements Project. (Operations Committee)

Proposed Resolution No. 71-'25 a Resolution authorizing the Mayor to enter into an agreement with Risk Management Association for the purchase of Liability & Workmen's Compensation Insurance. (Administration Committee)

L. MOTION

M. ADJOURNMENT

**CITY OF FAIRVIEW HEIGHTS
CITY COUNCIL MINUTES
October 07, 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 City Clerk Karen Kaufhold.

ROLL CALL

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

PUBLIC PARTICIPATION

John Evans discussed his appreciation for the new bike trails.

CONSENT AGENDA

Alderman Brenda Wagner moved to approve the September 16, 2025 City Council Meeting Minutes. Seconded by Alderman Bill Poletti.

Roll call on the September 16, 2025 City Council Meeting Minutes showed Aldermen Wagner, Peck, LeFlore, Poletti, Menn, Frawley, King, Winkeler, Brumfield, and Harris voting “Yea”. Motion passes with 10 yeas.

COMMITTEE REPORTS

The Mayor announced that the next Administration and Operations Committee Meeting will be on October 15, 2025 at 7:00 P.M.

COMMUNICATIONS FROM THE MAYOR

Mayor Mark began by welcoming our new Alderman Jeff Harris. Mayor Kupsy shared with us that there was a \$1,000,000.00 Grant approval for work on Longacre Drive, it will be closed for a couple weeks due to road work. The Mayor announced on October 17th, 2025, The REC will be have a Track or Treat, asking Alderman for donations of candy. A Ribbon Cutting for Tasty Bowl will be held on October 15th, 2025. The Council members will be taking photos on October 21st, 2025 right before the City Council Meeting. Mayor Mark stated on November 6, 2025 the Liberty Bike Trail will be opening, the Ashland Bike Trail will start shortly. The Mayor wanted to thank Ken Sharkey, Land Use Department, and Parks and Recreations for their efforts in bringing this Bike Trail to fruition. Mayor Mark conveyed there was a \$3, 000,000.00 Grant to widen the Bridge over HWY 64. He announced there will be a Tree Lighting and activities at the roundabout on November 8th, 2025 and Santa Parade at the Mall, date yet to be determined.

COMMUNICATIONS FROM ELECTED OFFICIALS

Alderman Pat Peck discussed her appreciation for sessions offered at this year’s IML Conference. Alderman Peck also announced the next Trekking for Trash.

COMMUNICATIONS FROM ELECTED OFFICIALS - CONTINUED

Alderman Barbara Brumfield agreed with Alderman Peck's discussion on IML and gave her view on how well Fairview Heights is progressing compared to other cities.

Alderman Brenda Wagner agrees with Alderman Brumfield and added that in other cities there is conflict within the Council members.

Mayor Mark agreed that we should all be civil.

UNFINISHED BUSINESS

None

NEW BUSINESS

Proposed Ordinance No. 23-'25 an Ordinance amending Ordinance No. 190, "The Revised Code", Chapter 14, "The Development Code", Section 14-2-2, "Zone District Map and Boundaries" By changing the Zone District of certain real property known as Parcel Identification Numbers 02-24.0-301-017, 02-24.0-401-001, 02-24.0-302-013, 02-24.0-302-014, 02-24.0-302-015, 02-24.0-302-016, 02-24.0-304-004, 02-24.0-402-001, 02-24.0-302-049, 02-24.0-302-050 from R3 Single Family Residential District to C Conservation District. Motion made by Alderman Peck. Seconded by Alderman Wagner. Proposed Ordinance No. 23-'25 was read for the first time.

Proposed Resolution No. 63-'25 a Resolution authorizing the City of Fairview Heights to apply for a Grant with the St. Clair County Parks Grant Commission for funding to resurface, paint, and restripe the Pickleball and Tennis Courts at Everett Moody Park. Motion made by Alderman Wagner. Seconded by Alderman Peck.

Roll call on Proposed Resolution No. 63-'25 showed Aldermen Wagner, Peck, LeFlore, Poletti, Menn, Frawley, King, Winkeler, Brumfield, and Harris voting "Yea". Motion passes with 10 yeas.

Proposed Resolution No. 63-'25 passed on 10 yeas

Proposed Resolution No. 63-'25 now becomes **RESOLUTION NO. 4666-2025**

Proposed Resolution No. 64-'25 a Resolution authorizing the Mayor to enter into a purchase agreement with M&M GC for the purchase of one (1) Club Carryall 700 E Gas Utility Vehicle for use by the Parks and Recreation Department. Motion made by Alderman Poletti. Seconded by Alderman Wagner.

Roll call on Proposed Resolution No. 64-'25 showed Aldermen Wagner, Peck, LeFlore, Poletti, Menn, Frawley, King, Winkeler, Brumfield, and Harris voting "Yea". Motion passes with 10 yeas.

Proposed Resolution No. 64-'25 passed on 10 yeas

Proposed Resolution No. 64-'25 now becomes **RESOLUTION NO. 4667-2025**

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

Meeting adjourned at 7:18 P.M.

Respectfully submitted,

KAREN KAUFHOLD
CITY CLERK

PROPOSED ORDINANCE NO. 23'25

AN ORDINANCE AMENDING ORDINANCE NO. 190, "THE REVISED CODE", CHAPTER 14, "THE DEVELOPMENT CODE", SECTION 14-2-2, "ZONE DISTRICT MAP AND BOUNDARIES" BY CHANGING THE ZONE DISTRICT OF CERTAIN REAL PROPERTY KNOWN AS PARCEL IDENTIFICATION NUMBERS 02-24.0-301-017, 02-24.0-401-001, 02-24.0-302-013, 02-24.0-302-014, 02-24.0-302-015, 02-24.0-302-016, 02-24.0-304-004, 02-24.0-402-001, 02-24.0-302-049, 02-24.0-302-050 FROM R3 – SINGLE FAMILY RESIDENTIAL TO C – CONSERVATION.

Whereas, the Planning Commission on September 9, 2025 held the necessary Public Hearing and reviewed the Zoning Map Amendment and transmitted its Advisory Report to the Community Committee of the City Council.

Whereas, the Community Committee met on September 17, 2025 to review the Planning Commission Advisory Report.

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

Section 1: Amendment. Amendment of Ordinance No. 190 "The Revised Code", Chapter 14, "Development Code", Section 14-2-2, "Zone District Map and Boundaries" by changing the zone district of certain described real property known as Parcel Identification Numbers 02-24.0-301-017, 02-24.0-401-001, 02-24.0-302-013, 02-24.0-302-014, 02-24.0-302-015, 02-24.0-302-016, 02-24.0-304-004, 02-24.0-402-001, 02-24.0-302-049, 02-24.0-302-050 from R3 Single Family Residential District to C Conservation District is approved.

Section 2. Supporting Documents. A copy of the Planning Commission Resolution PC 16-25 recommending approval is attached hereto as "Exhibit A". A copy of the Planning Commission's Advisory Report is attached hereto, made a part hereof and marked "EXHIBIT B." A copy of the application documents are attached hereto made a part hereof and marked "EXHIBIT C."

Section 3. Passage. This ordinance shall be in full force and effect from and after its passage and approval as provided by law.

READ FOR THE FIRST TIME:

READ FOR THE SECOND TIME:

PASSED:

APPROVED:

MARK T. KUPSKY, MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN KAUFHOLD – CITY CLERK

Planning Commissioner Hutchison introduced the following resolution and moved for its adoption:

RESOLUTION PC 16-25

A RESOLUTION ADOPTING FINDINGS OF FACT RELATING TO APPROVAL OF A ZONING AMENDMENT FOR HOSTA'S ON THE BLUFF AT 9103 HILLSIDE AVE

WHEREAS, Brian Kniffin, hereinafter referred to as the "Applicant," applied for a Zoning Amendment for approval for Hosta's on the Bluff at parcel number 02-24.0-301-017, 02-24.0-401-001, 02-24.0-302-013, 02-24.0-302-014, 02-24.0-302-015, 02-24.0-302-016, 02-24.0-304-004, 02-24.0-402-001, 02-24.0-302-049, 02-24.0-302-050 commonly known as 9103 Hillside Ave; and

WHEREAS, the Fairview Heights Development Code requires that zoning amendments be approved in accordance with section 14-14-07; and

WHEREAS, the Applicant has properly applied for a zoning amendment.

NOW THEREFORE, BE IT RESOLVED BY THIS PLANNING COMMISSION OF THE CITY OF FAIRVIEW HEIGHTS, ST. CLAIR COUNTY, STATE OF ILLINOIS that the Findings of Fact relating to the request are as follows:

1. That the Applicant appeared before the Planning Commission for a public hearing pursuant to Section 14-14-07 of the City of Fairview Heights Development Code on August 12, 2025, and that said public hearing was properly advertised, both of which are incorporated by reference.
2. That the subject property is zoned "R3" Single Family Residential District.
3. That the Applicant shall be responsible for all City costs incurred in administering and enforcing this approval.
4. That the Director of Land Use and Development, and his designee, shall have the right to inspect the premises for compliance and safety purposes.
5. That this Approval shall automatically expire if the use is not initiated within one year of City Council Approval.
6. That the Applicant shall obtain all required permits and comply with all ordinances and codes.

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner Fowler upon vote being taken thereon, the following voted in favor thereof: Fowler, Baldwin, Hutchison, Hopkins and McDermott.

And the following voted against the same: Herrington, Wesemann, and Hoppe.

- That the proposed use will change traffic circulation and ingress/egress.
- That the proposed use will be hazardous or disturbing to existing neighboring uses.
- That the proposed use will involve activities and uses that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke fumes, glare, or odors.
- That the proposed use will substantially adversely impair the use, enjoyment, or market value of any surrounding property.

And the following abstained: None

And the following were absent: Smith and Petroff.

Whereupon said resolution was declared duly passed and adopted by the Fairview Heights Planning Commission, this the 9th day of September 2025.

Sunyatta McDermott

Planning Commission Chairman

ATTEST:

Dallas Alley

Land Use Director



DEPARTMENT OF LAND USE AND ECONOMIC DEVELOPMENT

TRANSMITTAL TO PLANNING COMMISSION

APPLICATION NUMBER: PC 16-25

REQUEST: Zoning Amendment to change zoning designation from "R-3" Single Family Residential to "C" Conservation district, several parcels of land identified by St. Clair County PIN(s) 02-24.0-301-017, 02-24.0-401-001, 02-24.0-302-013, 02-24.0-302-014, 02-24.0-302-015, 02-24.0-302-016, 02-24.0-304-004, 02-24.0-402-001, 02-24.0-302-049, 02-24.0-302-050. *VOTE REQUESTED.*

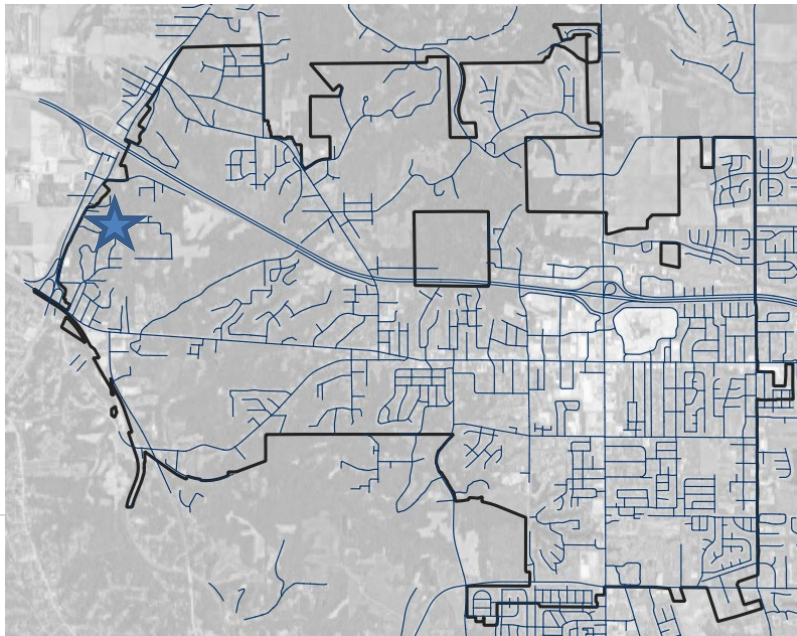
APPLICANT NAME: Brian Kniffin

MEETING DATE: September 9, 2025

ZONING: R3 – Single Family Residential District

PLANNING COMMISSION ACTION: Consideration of the rezoning application, make recommendation to the Community Committee and City Council, which has final authority to approve or deny the request.

GENERAL LOCATION:



STAFF ADVISORY

1. BACKGROUND

The subject property is located in the west part of the City, west of IL Rte 157 and south of Interstate 64. The parcels consist of 11.76 acres and includes greenspace, single family residences, a former school, and greenhouses.

The property is zoned “R3” Single Family Residential, which is designed as an exclusive single-family district.

The applicant is seeking an amendment to the zoning map to change the zoning designation to “C” Conservation. The purpose of this district is to encompass areas that are presently undeveloped or sparsely developed and that, for various reasons, should remain so for the foreseeable future. Tracts of land in this district, which provide the city with valuable natural resources, open space and aid in maintaining the stability of the natural environment, should be preserved and protected.

The applicant submitted this petition in order to facilitate a plan for the property. Specifically, the applicant seeks to continue agricultural activities and to create a wine garden for customers. These actions cannot be accomplished under the current “R3” zoning designation, which does not permit agricultural activities or a wine garden. The C zoning district would permit the proposed use.

2. DISCUSSION

Context

The subject site is located in the western portion of the City, west of IL Rte 157, and south of Interstate 64. It is comprised of ten parcels.

The zoning designation for these parcels is R-3 – Single Family Residential District. This zoning district is intended as an exclusive single-family district. Zoning Amendments must be approved by the Planning Commission as established in Development Code Section 14-14-07, Map (Rezoning) and Text Amendment Procedure.



Zoning: Site and Surrounding Areas

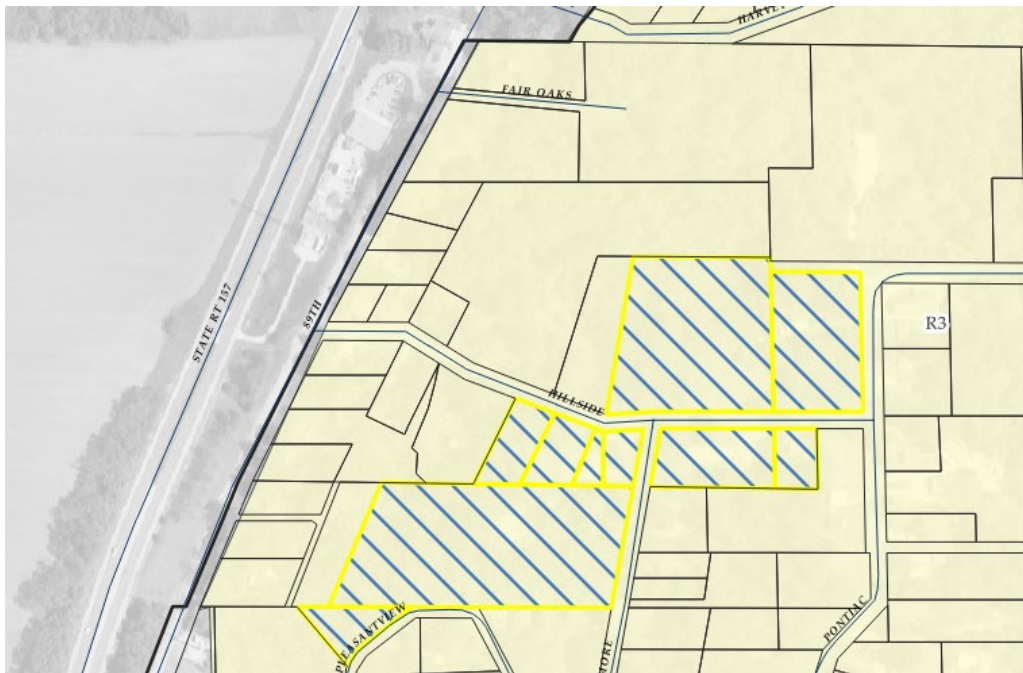
The zoning and land uses of adjoining and surrounding properties are as follows:

North: R-3 – Single Family Residential;

South: R-3 – Single Family Residential;

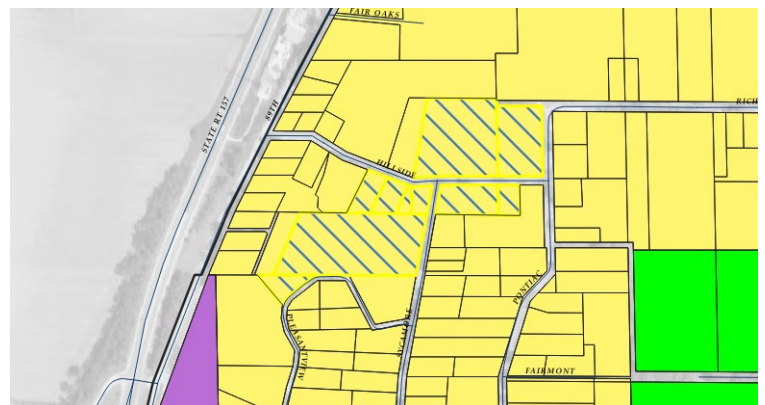
West: R-3 – Single Family Residential;

East: R-3 – Single Family Residential.



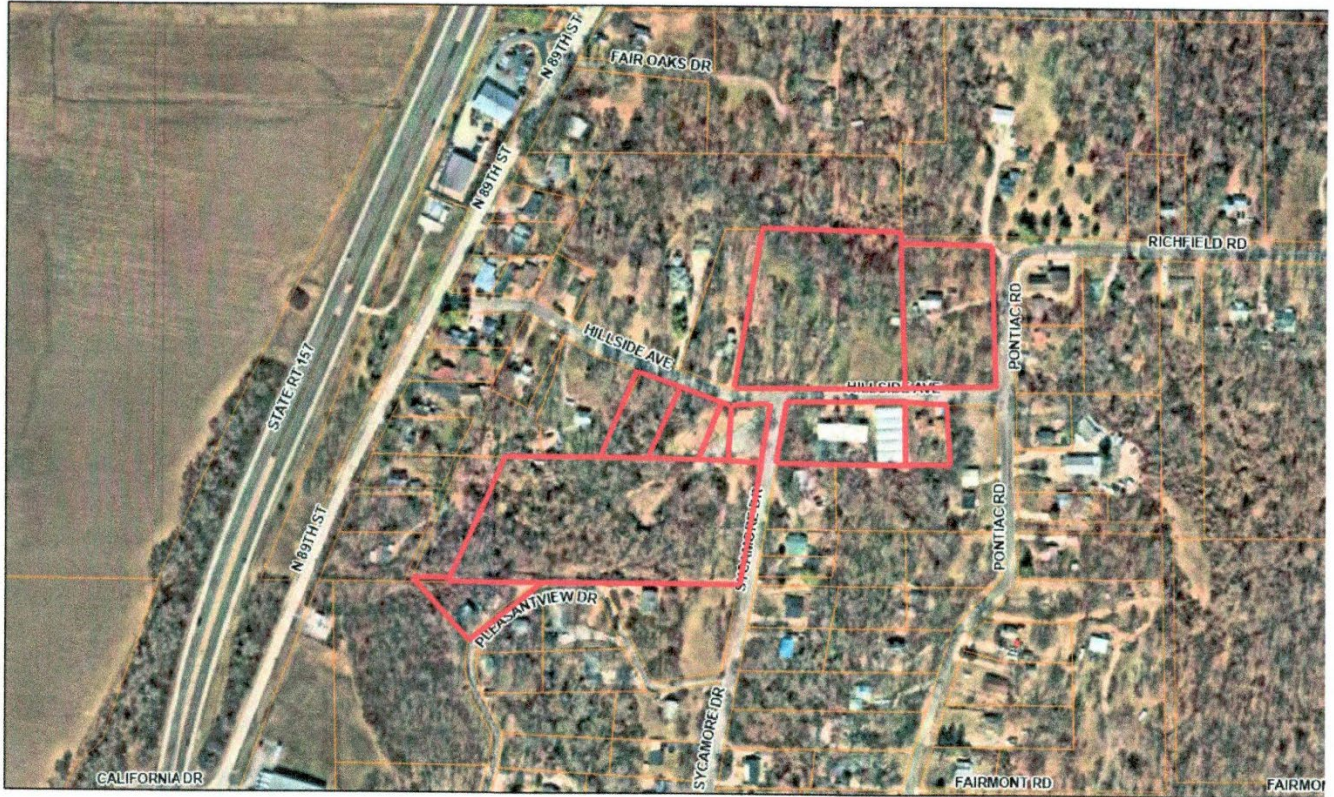
Future Land Use: Site and Surrounding Areas

The Fairview Heights Comprehensive Plan Future Land Use Map identifies the subject site as Single-Family Detached Residential. This designation includes areas designated exclusively or primarily for single family detached residential structures. Some single-family residential areas may contain a small number of duplexes or other single family attached dwelling, but single family detached dwellings should be the predominant housing type and characterize these areas of the community.



Site Photograph

St Clair County Parcel Map



7/7/2025, 11:05:18 AM

Roads Township Boundary Major Highways
Parcels 30

1:4,514
0 0.03 0.06 0.12
0 0.05 0.1 0.19
Missouri Dept. of Conservation, Esri, HERE, Garmin, GeoTechnology
USGS, EPA

St Clair
Esri, HERE, Garmin, USGS

Planning Considerations

I. Analysis: Site Development

The applicant is seeking to rezone the subject site to allow agricultural activities and to operate a wine garden. In deliberations the Planning Commission shall consider if the rezoning is in the best interest for the community and serves as the highest and best use of the subject site.

Exhibits

1. Applicant's Narrative and Excerpted Supporting Documents
2. Resolution and Findings of Fact
3. Public notice



CITY OF FAIRVIEW HEIGHTS

10025 Bunkum Road ♦ Fairview Heights, Illinois 62208 ♦ Phone: (618) 489-2000 ♦ www.cofh.org

Dear Applicant:

All Zoning Amendment Applications will be reviewed by the Fairview Heights Planning Commission on the second Tuesday of each month. As an applicant, you will be responsible for filling out an application and submitting 27 copies of any site plan or plats larger than 8 1/2" x 11" pertaining to your request, collated and folded. Applications must contain all required information and be reviewed by the Department of Land Use and Development no later than 30 days before the Planning Commission meeting in order to be put on the agenda. All applicable application fees must be paid at the time of submission (\$150.00 plus \$25.00 per acre over the first acre).

Your application will be reviewed by the Planning Commission, Planning Committee, and City Council. The Planning Commission meets the second Tuesday of each month, the Planning Committee meets the third Wednesday, and City Council meets the first and third Tuesday of each month. Legislation to approve a Zoning Amendment is in the form of an Ordinance, which requires three readings (meetings) by the City Council. Representation is required at meetings in which your case will be discussed.

After the City Council meeting, you will receive a letter informing you of their decision.

Also attached please find a copy of the application and associated requirements.

(SEE ATTACHED SCHEDULE OF SUBMISSION DEADLINES AND MEETING DATES)

REQUEST FOR ZONING AMENDMENT

Planning Commission
Fairview Heights, Illinois

Special Permit No. _____
Date: _____

(Do not write in this space. For office use only)

Date of Hearing: _____
Notice Published on: _____
Newspaper: _____

Perm Parcel #: _____
Zone District: _____
Fee Paid \$ _____ Date: _____

Recommendation of Planning Commission

- ☐ Denied
☐ Approved
☐ Approved with modification

Date: _____

Action by City Council

- ☐ Denied
☐ Approved
☐ Approved with modification

Date: _____

INSTRUCTIONS TO APPLICANTS: To request a change in either the zoning map or text, this application for a zoning amendment must be completed and a public hearing held. If the applicant is requesting that this property be rezoned, a site plan must be included with the application showing the information listed on the attached sheet. Normally there are only two primary reasons for change in zoning: (1) the original zoning was in error; (2) the character of the area has changed to such an extent as to warrant rezoning. The burden of providing substantiating evidence rests with the applicant.

A notice of the hearing must be published in a newspaper or general circulation in the local area at least 15 days before the hearing. The publication cost **must** be paid by the applicant prior to the hearing. The applicant will be notified by mail of the time and place of the hearing at least six days prior to the hearing date. The applicant or his attorney or duly-authorized agent must appear at the hearing and present his case to the Planning Commission. All information requested below must be provided before a hearing will be scheduled. Applicants are encouraged to visit the Director of Land Use for any assistance needed in completing this application.

1) Name of Applicant: Brian Kniffin Phone # 618-567-1522

Address: 1601 Pleasant View Dr Fairview Heights IL 62208

2) Property Interest of Applicant:
☒ Owner ☐ Contract Purchaser ☐ Lessee ☐ Other

3) Name of Owner
(s): _____ (If other

than applicant): _____ Phone # _____

Address: _____

4) An amendment to the Zoning Ordinance is requested as follows:

a. Amendment to Text: ()

It is requested that Section _____ of the Zoning Ordinance be amended as follows:

Reason for amendment: _____

b. Amendment to Map: (x)

It is requested that the property described below and shown on the attached site plan be rezoned from _____ R-3 Single Family _____ to _____ Conservation _____

Address of property: _____ 9103 Hillside Ave _____ (see attached) _____

Legal description of property (lot/block/subdivision or metes & bounds; attach additional sheets if necessary): _____ BLUFF VIEW LOT/SEC-18 EX SWLY 85FT A028113532 _____

Present use of property: _____ Hostas on the Bluff Garden and Retail _____

Proposed use of Property: _____ Hostas on the Bluff Garden and Retail _____

Reason for amendment: Host small private events, provide wine tastings and use of animals to control vegetation growth on the hillside.

5. Names and addresses of adjacent property owners and present use of their property:

James A Thomas Trustee 9103 & 9011 Hillside Ave Fairview Heights IL 62208 - Residential

Dennis & Karen Fulton 9301 Richfield Rd Fairview Heights IL 62208 - Residential

Prospect Park Church 9300 Richfield Rd Fairview Heights IL 62208 - Church

John & Brian Halwachs 1804 Pontiac Rd Fairview Heights IL 62208 - Residential

Steven & Linda Dominic 1715 Pontiac Rd Fairview Heights IL 62208 - Residential

Danville Sewell 1722 Sycamore Fairview Heights IL 62208 - Residential

Jaime Avalos 9008 Hillside Ave Fairview Heights IL 62208 - Residential

Karla Scott 1710 N 89th St Fairview Heights IL 62208 - Residential

Gerald & Linda Wyatt 1726 N 89th St Fairview Heights IL 62208 - Residential
Peoria and Company LLC 1615 Pleasant View Dr Fairview Heights IL 62208 - Business

Barrett Place Enterprises LLC 1710 Pleasant View Dr Fairview Heights IL 62208 - Residential

Nicholas Galanopoulos 1716 Pleasant View Dr Fairview Heights IL 62208 - Residential

Marrie Reynolds 1715 Pleasant View Dr Fairview Heights IL 62208 - Residential

Shane Hale 1713 & 1716 Sycamore Dr Fairview Heights IL 62208 - Residential

6. I certify that all of the above statements and the statements contained in any papers or plans submitted herewith are true and accurate. I consent to the entry in or upon the premises described in this application by any authorized official of the City of Fairview Heights for the purpose of inspecting, or of posting, maintaining and removing such notices as may be required by law.

Date: 7/8/25

Applicant: Brian E. Hale

Date: _____

Owner(s): _____

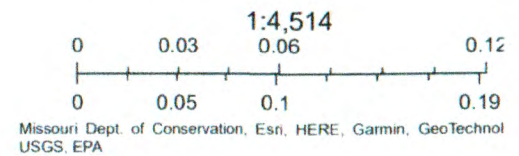
1	02-24.0-301-017	KNIFFIN, BRIAN	9103 HILLSIDE AVE FAIRVIEW HEIGHTS	Parcel	3.03
2	02-24.0-401-001	KNIFFIN, BRIAN	9207 HILLSIDE AVE FAIRVIEW HEIGHTS	Parcel	1.6
3	02-24.0-302-013	CITY OF FAIRVIEW HEIGHTS	9102 HILLSIDE AVE FAIRVIEW HEIGHTS	Parcel	0.47
4	02-24.0-302-014	CITY OF FAIRVIEW HEIGHTS	9102 HILLSIDE AVE FAIRVIEW HEIGHTS	Parcel	0.41
5	02-24.0-302-015	CITY OF FAIRVIEW HEIGHTS	HILLSIDE AVE	Parcel	0.14
6	02-24.0-302-016	CITY OF FAIRVIEW HEIGHTS	HILLSIDE AVE	Parcel	0.25
7	02-24.0-304-004	KNIFFIN, BRIAN	9206 HILLSIDE FAIRVIEW HEIGHTS	Parcel	0.9
8	02-24.0-402-001	KNIFFIN , BRIAN	9208 HILLSIDE AVE FAIRVIEW HEIGHTS	Parcel	0.33
9	02-24.0-302-049	CITY OF FAIRVIEW HEIGHTS	PLEASANT VIEW	Parcel	4.22
10	02-24.0-302-050	KNIFFIN , BARBARA J	1703 PLEASANT VIEW DR FAIRVIEW HEIGHTS	Parcel	0.41
				Total	11.76 acres

St Clair County Parcel Map



7/7/2025, 11:05:18 AM

Roads Township Boundary Major Highways
Parcels 30



Heather M. Hinson

From: noreply@collectorsolutions.com
Sent: Tuesday, July 8, 2025 2:27 AM
To: brian.kniffin@hostasonthebluff.com
Subject: Payment Receipt

Notice: This email was sent from an outside address.

Illinois: City of Fairview Heights

Payment Receipt

Thank You for Your Payment

Please save this Confirmation Number for your personal records.

Customer Name

Brian Kniffin

Effective Date

7/8/2025 2:26 AM Central Standard Time

Confirmation Number

20006677

Payment Method	Amount
Visa ***** 1597	\$281.33
Item	Payment
Zoning Map Amendment	\$275.00
Transaction Fee:	\$6.33
Total Amount Paid:	\$281.33

Payment Details

Zoning Map Amendment

Name: Brian Kniffin - Address: 1601 Pleasantview Drive - Brian Kniffin - \$275.00

A Transaction Fee has been included in the total amount paid for this transaction.



DEPARTMENT OF LAND USE AND DEVELOPMENT

PUBLIC HEARING NOTICE

Notice is hereby given that a public hearing will be held before the Fairview Heights Planning Commission on Tuesday, August 12, 2025, at 7:00 p.m. This meeting will be held both in person at the Fairview Heights City Hall, 10025 Bunkum Road, 62208, and virtually. Parties interested in attending the meeting virtually should contact Dallas Alley, Director of Land Use and Development, at (618) 489-2061 or alley@cofh.org for instructions and visit the City's website for an agenda and meeting materials at www.cofh.org.

At this meeting, the Commission will consider a Zoning Amendment in the "R3" Single Family Residential zoning district for Hosta's on the Bluff at 9103 Hillside Ave, also identified by St. Clair County PIN(s) 02-24.0-301-017, 02-24.0-401-001, 02-24.0-302-013, 02-24.0-302-014, 02-24.0-302-015, 02-24.0-302-016, 02-24.0-304-004, 02-24.0-402-001, 02-24.0-302-049, 02-24.0-302-050.

Request was made by Brian Kniffin, 9103 Hillside Ave, Fairview Heights, IL 62208.

All persons desiring to be heard on this proposal may attend either in person or virtually.

Dated this 28th day of July 2025.

FAIRVIEW HEIGHTS PLANNING COMMISSION

BY: Dallas Alley, Director of Land Use & Development

PC 16-25

10025 BUNKUM ROAD, FAIRVIEW HEIGHTS, IL 62208

P:618.489.2060

WWW.COFH.ORG

PROPOSED ORDINANCE NUMBER NO. 24 –‘ 25

AN ORDINANCE providing for the issuance of not to exceed \$8,250,000 General Obligation Bonds, Series 2025, of the City of Fairview Heights, St. Clair County, Illinois, for the purpose of financing capital improvements in and for the City, including the construction of a new building and pickleball courts at the City's Rec Complex and improvements to Pleasant Ridge Park, providing for the levy and collection of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

WHEREAS, by virtue of a referendum duly called, noticed and held on the 20th of April, 1993, and thereupon duly canvassed, and pursuant to the home rule provisions of the 1970 Constitution of the State of Illinois (the "*Constitution*"), and particularly Article VII, Section 6 thereof, the City of Fairview Heights, St. Clair County, Illinois (the "*City*"), elected to become a home rule unit and as such may exercise any power or perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt (the "*Home Rule Powers*"); and

WHEREAS, pursuant to the provisions of said Section 6, the City has the power to incur debt payable from ad valorem property tax receipts or from any other lawful source and maturing within 40 years from the time it is incurred without prior referendum approval; and

WHEREAS, the Council of the City (the "*Council*") has considered the needs of the City and has determined that it is advisable and in the best interests of the City and its residents to and does hereby determine that it is necessary, desirable and in the best interests of the City to finance capital improvements in and for the City, including the construction of a new building and pickleball courts at the City's Rec Complex and improvements to Pleasant Ridge Park, all in accordance with the preliminary estimate of costs, which have been approved by the Council and are now on file in the office of the City Clerk of the City (including land acquisition, architecture, engineering, legal, financial and administrative expense related thereto, the "*Project*"); and

WHEREAS, the estimated cost to the City of the Project is not less than \$8,250,000; and

WHEREAS, there are insufficient funds on hand and available to pay the costs of the Project, and it is necessary for that purpose that a sum to pay such costs be borrowed at this time, and in evidence of such indebtedness, general obligation bonds of the City (the “*Bonds*”) be issued in the principal amount of not to exceed \$8,250,000 for the purpose of paying all or a portion of the costs of the Project:

NOW THEREFORE Be It Ordained by the City Council of the City of Fairview Heights, St. Clair County, Illinois, in the exercise of its home rule powers, as follows:

Section 1. Incorporation of Preambles; Determination to Issue Bonds. The Council hereby finds that all of the recitals contained in the preambles to this Ordinance are true, correct and complete and does incorporate them into this Ordinance by this reference. It is necessary and in the best interests of the City to finance the Project, to pay all related costs and expenses incidental thereto, and to borrow money and issue bonds for such purpose. It is hereby found and determined that such borrowing of money is necessary for the welfare of the government and affairs of the City, is for a proper public purpose or purposes and is in the public interest, and is authorized pursuant to the applicable provisions of the Illinois Municipal Code, as amended (the “*Municipal Code*”), as further supplemented and, where necessary, superseded, by the Home Rule Powers, and as further supplemented by the Local Government Debt Reform Act, as amended (the “*Reform Act*”) (collectively, the Municipal Code, the Home Rule Powers and Reform Act being the “*Act*”).

Section 2. Authorization. It is hereby found and determined that the Council has been authorized by law to borrow an amount not to exceed \$8,250,000 upon the credit of the City and as evidence of such indebtedness to issue bonds of the City to said amount, the proceeds of said bonds to be used for the Project, and that it is necessary and for the best interests of the City that there be issued not to exceed \$8,250,000 of the bonds so authorized, and the findings and

determinations in this Section, together with those set forth in the preambles to this Ordinance, shall be deemed conclusive.

Section 3. Bond Details. There be borrowed by for and on behalf of the City an amount not to exceed \$8,250,000 for the purpose aforesaid, and that bonds of the City shall be issued to said amount and shall be designated “General Obligation Bonds, Series 2025” (the “*Bonds*”), with such alternative or additional designations necessary to properly identify the Bonds as shall be set forth in the Bond Notification (as hereinafter defined). The Bonds shall be dated such date (as set forth in the Bond Notification), and shall also bear the date of authentication, shall be in fully registered form, shall be in denominations of \$5,000 each or authorized integral multiples thereof unless otherwise set forth in the Bond Notification (but no single Bond shall represent installments of principal maturing on more than one date), and shall be numbered 1 and upward.

The Bonds shall become due and payable serially or be subject to mandatory redemption (subject to prior redemption as hereinafter described) on December 1 (unless otherwise set forth in the Bond Notification) of each of the years (not later than 2046), in the amounts (not exceeding \$625,000 per year) and bearing interest at the rates (not exceeding 6.00% per annum) as set forth in the Bond Notification.

The Bonds shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of such Bonds is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable semi-annually commencing with the first interest payment date as set forth in the Bond Notification, and on June 1 and December 1 of each year thereafter to maturity.

Interest on each Bond shall be paid by check or draft of the bond registrar and paying agent, which shall be a bank or trust company authorized to do business in the State of Illinois, the Purchaser (as hereinafter defined) or the Treasurer of the City (the “*Treasurer*”), as set forth in the

Bond Notification (the “*Bond Registrar*”), payable upon presentation thereof in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the 15th day of the month next preceding the interest payment date. The principal of the Bonds shall be payable in lawful money of the United States of America upon presentation thereof at the designated office of the Bond Registrar.

Section 4. Execution; Authentication. The Bonds shall be executed on behalf of the City by the manual or facsimile signature of its Mayor (the “*Mayor*”) and attested by the manual or facsimile signature of its City Clerk (the “*City Clerk*”), as they shall determine, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the City. In case any such officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. All Bonds shall have thereon a certificate of authentication, substantially in the form hereinafter set forth, duly executed by the Bond Registrar as authenticating agent of the City and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 5. Registration of Bonds; Persons Treated as Owners. (a) *General.* The City shall cause books (the “*Bond Register*”) for the registration and for the transfer of the Bonds as provided in this Ordinance to be kept at the designated office of the Bond Registrar, which is

hereby constituted and appointed the registrar of the City. The City is authorized to prepare, and the Bond Registrar shall keep custody of, multiple Bond blanks executed by the City for use in the transfer and exchange of Bonds. Upon surrender for transfer of any Bond at the designated office of the Bond Registrar, duly endorsed by or accompanied by a written instrument or instruments of transfer in form satisfactory to the Bond Registrar and duly executed by the registered owner or his or her attorney duly authorized in writing, the City shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same maturity of authorized denominations, for a like aggregate principal amount. Any fully registered Bond or Bonds may be exchanged at said office of the Bond Registrar for a like aggregate principal amount of Bond or Bonds of the same maturity of authorized denominations. The execution by the City of any fully registered Bond shall constitute full and due authorization of such Bond, and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond; *provided, however*, the principal amount of outstanding Bonds of each maturity authenticated by the Bond Registrar shall not exceed the authorized principal amount of Bonds for such maturity less previous retirements.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the 15th day of the month next preceding any interest payment date on such Bond and ending at the opening of business on such interest payment date, nor to transfer or exchange any Bond after notice calling such Bond for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his or her legal

representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Bonds, but the City or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds, except in the case of the issuance of a Bond or Bonds for the unredeemed portion of a Bond surrendered for redemption.

(b) *Global Book-Entry System.* The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities of the Bonds determined as described in Section 3 hereof. Upon initial issuance, the ownership of each such Bond shall be registered in the Bond Register in the name of Cede & Co., or any successor thereto ("*Cede*"), as nominee of The Depository Trust Company, New York, New York, and its successors and assigns ("*DTC*"). All of the outstanding Bonds shall be registered in the Bond Register in the name of Cede, as nominee of DTC, except as hereinafter provided. Any officer of the City who is a signatory on the Bonds, along with the Finance Director of the City (the "*Finance Director*"), is authorized to execute and deliver, on behalf of the City, such letters to or agreements with DTC as shall be necessary to effectuate such book-entry system (any such letter or agreement being referred to herein as the "*Representation Letter*"), which Representation Letter may provide for the payment of principal of or interest on the Bonds by wire transfer.

With respect to Bonds registered in the Bond Register in the name of Cede, as nominee of DTC, the City and the Bond Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a "*DTC Participant*") or to any person on behalf of whom such a DTC Participant holds

an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Bond Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to the principal of or interest on the Bonds. The City and the Bond Registrar may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Bond Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective registered owners of the Bonds, as shown in the Bond Register, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of the principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of a Bond as shown in the Bond Register, shall receive a Bond evidencing the obligation of the City to make payments of principal and interest with respect to any Bond. Upon delivery by DTC to the Bond Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the provisions in Section 3 hereof with respect to the payment of interest to the registered owners of Bonds at the close of business on the 15th day of the month next preceding the applicable interest payment date, the name "Cede" in this Ordinance shall refer to such new nominee of DTC.

In the event that (i) the City determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (ii) the agreement among the City, the Bond Registrar and DTC evidenced by the Representation Letter shall be terminated for any reason, or (iii) the City determines that it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the City shall notify DTC and DTC Participants of the availability through DTC of certificated Bonds and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede, as nominee of DTC. At that time, the City may determine that the Bonds shall be registered in the name of and deposited with such other depository operating a universal book-entry system, as may be acceptable to the City, or such depository's agent or designee, and if the City does not select such alternate universal book-entry system, then the Bonds may be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions of Section 5(a) hereof.

Notwithstanding any other provisions of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the name provided in the Representation Letter.

Section 6. Redemption. (a) Optional Redemption. All or a portion of the Bonds due on and after the date, if any, specified in the Bond Notification shall be subject to redemption prior to maturity at the option of the City from any available funds, as a whole or in part, and if in part in integral multiples of \$5,000 in any order of their maturity as determined by the City (less than all of the Bonds of a single maturity to be selected by the Bond Registrar), on the date specified in the Bond Notification, and on any date thereafter, at the redemption price of par plus accrued interest to the date fixed for redemption.

(b) *Mandatory Redemption.* The Bonds maturing on the date or dates, if any, indicated in the Bond Notification shall be subject to mandatory redemption, in integral multiples of \$5,000 selected by lot by the Bond Registrar, at a redemption price of par plus accrued interest to the redemption date, on December 1 of the years, if any, and in the principal amounts, if any, as indicated in said Bond Notification.

The principal amounts of Bonds to be mandatorily redeemed in each year may be reduced through the earlier optional redemption thereof, with any partial optional redemptions of such Bonds credited against future mandatory redemption requirements in such order of the mandatory redemption dates as the City may determine. In addition, on or prior to the 60th day preceding any mandatory redemption date, the Bond Registrar may, and if directed by the Council shall, purchase Bonds required to be retired on such mandatory redemption date. Any such Bonds so purchased shall be cancelled and the principal amount thereof shall be credited against the mandatory redemption required on such next mandatory redemption date.

(c) *General.* The Bonds shall be redeemed only in the principal amount of \$5,000 and integral multiples thereof. The City shall, at least forty-five (45) days prior to any optional redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar) notify the Bond Registrar of such redemption date and of the principal amount, maturity or maturities of Bonds to be redeemed. For purposes of any redemption of less than all of the outstanding Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot by the Bond Registrar from the Bonds of such maturity by such method of lottery as the Bond Registrar shall deem fair and appropriate; *provided* that such lottery shall provide for the selection for redemption of Bonds or portions thereof so that any \$5,000 Bond or \$5,000 portion of a Bond shall be as likely to be called for redemption as any other such \$5,000 Bond or \$5,000 portion. The Bond Registrar shall make such selection upon the earlier of the irrevocable deposit of funds

with an escrow agent sufficient to pay the redemption price of the Bonds to be redeemed or the time of the giving of official notice of redemption.

The Bond Registrar shall promptly notify the City in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

Section 7. Redemption Procedure. Unless waived by any holder of Bonds to be redeemed, notice of the call for any such redemption shall be given by the Bond Registrar on behalf of the City by mailing the redemption notice by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar.

All notices of redemption shall state:

- (1) the redemption date,
- (2) the redemption price,
- (3) if less than all outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed,
- (4) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date,
- (5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the designated office of the Bond Registrar, and
- (6) such other information then required by custom, practice or industry standard.

Unless moneys sufficient to pay the redemption price of the Bonds to be redeemed at the option of the City shall have been received by the Bond Registrar prior to the giving of such notice of redemption, such notice may, at the option of the City, state that said redemption shall be

conditional upon the receipt of such moneys by the Bond Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds, and the Bond Registrar shall give notice, in the same manner in which the notice of redemption shall have been given, that such moneys were not so received and that such Bonds will not be redeemed. Otherwise, prior to any redemption date, the City shall deposit with the Bond Registrar an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.

Subject to the provisions for a conditional redemption described above, notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered holder a new Bond or Bonds of the same maturity in the amount of the unpaid principal.

If any Bond or portion of Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at the rate borne by the Bond or portion of Bond so called for redemption. All Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be reissued.

Section 8. Form of Bond. The Bonds shall be in substantially the following form; *provided, however,* that if the text of the Bond is to be printed in its entirety on the front side of the Bond, then paragraph [2] and the legend, “See Reverse Side for Additional Provisions”, shall be omitted and paragraph [6] and the paragraphs thereafter as shall be appropriate shall be inserted immediately after paragraph [1]:

PASSED:

APPROVED:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD - CITY CLERK

[Form of Bond - Front Side]

REGISTERED
NO. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA

STATE OF ILLINOIS

COUNTY OF ST. CLAIR

CITY OF FAIRVIEW HEIGHTS

GENERAL OBLIGATION BOND, SERIES 2025

See Reverse Side for Additional Provisions.
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Interest Maturity Dated
Rate: _____% Date: December 1, 20____ Date: _____, 2025 CUSIP: _____

Registered Owner: CEDE & CO.

Principal Amount:

[1] KNOW ALL PERSONS BY THESE PRESENTS that the City of Fairview Heights, St. Clair County, Illinois, a municipality, home rule unit, and political subdivision of the State of Illinois (the “City”), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above (subject to the right of prior redemption as hereinafter stated), the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the later of the Dated Date of this Bond identified above or from the most recent interest payment date to which interest has been paid or duly provided for, at the Interest Rate per annum identified above, such interest to be payable on June 1 and December 1 of each year, commencing _____, 20____, until said Principal Amount is paid or duly provided for. The principal of this Bond is payable in lawful money of the United States of America upon presentation hereof at the designated office of

_____, Illinois, as bond registrar and paying agent (the “*Bond Registrar*”). Payment of interest shall be made to the Registered Owner hereof as shown on the registration books of the City maintained by the Bond Registrar, at the close of business on the 15th day of the month next preceding the interest payment date. Interest shall be paid by check or draft of the Bond Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books, or at such other address furnished in writing by such Registered Owner to the Bond Registrar. For the prompt payment of this Bond both principal and interest at maturity, the full faith, credit and resources of the City are hereby irrevocably pledged.

[2] Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

[3] It is hereby certified and recited that all conditions, acts and things required by the Constitution and Laws of the State of Illinois to exist or to be done precedent to and in the issuance of this Bond, including the hereinafter defined Act, have existed and have been properly done, happened and been performed in regular and due form and time as required by law; that the indebtedness of the City, represented by the Bonds, and including all other indebtedness of the City, howsoever evidenced or incurred, does not exceed any constitutional or statutory or other lawful limitation; and that provision has been made for the collection of a direct annual tax, in addition to all other taxes, on all of the taxable property in the City sufficient to pay the interest hereon as the same falls due and also to pay and discharge the principal hereof at maturity.

[4] This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

[5] IN WITNESS WHEREOF, the City of Fairview Heights, St. Clair County, Illinois, by its Council, has caused this Bond to be executed by the manual or duly authorized facsimile signature of its Mayor and attested by the manual or duly authorized facsimile signature of its City Clerk and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

SPECIMEN

Mayor, City of Fairview Heights
St. Clair County, Illinois

ATTEST:

SPECIMEN

City Clerk, City of Fairview Heights
St. Clair County, Illinois

[SEAL]

Date of Authentication: _____, 20__

CERTIFICATE
OF
AUTHENTICATION

Bond Registrar and Paying Agent:

Chicago, Illinois

This Bond is one of the Bonds described in the within mentioned ordinance and is one of the General Obligation Bonds, Series 2025 of the City of Fairview Heights, St. Clair County, Illinois.

_____,
as Bond Registrar

By _____
SPECIMEN
Authorized Officer

[Form of Bond - Reverse Side]

CITY OF FAIRVIEW HEIGHTS

ST. CLAIR COUNTY, ILLINOIS

GENERAL OBLIGATION BOND, SERIES 2025

[6] This Bond is one of a series of bonds (the “*Bonds*”) issued by the City for the purpose of financing capital improvements in and for the City, including the construction of a new building and pickleball courts at the City’s Rec Complex and improvements to Pleasant Ridge Park, and paying expenses incidental thereto, all as described in the ordinance of the City, adopted by the Council of the City on the 21st day of October, 2025, authorizing the Bonds, as supplemented by a notification of sale (the “*Ordinance*”), pursuant to and in all respects in compliance with the applicable provisions of the Illinois Municipal Code, as amended (the “*Municipal Code*”); as further supplemented and, where necessary, superseded, by the powers of the City as a home rule unit under the provisions of Section 6 of Article VII of the Illinois Constitution of 1970; and as further supplemented by the Local Government Debt Reform Act of the State of Illinois, as amended (the “*Reform Act*”) (collectively, the Municipal Code, constitutional home rule powers and Reform Act being the “*Act*”), and with the Ordinance, which has been duly approved by the Mayor, and published, in all respects as by law required.

[7] Bonds of the issue of which this Bond is one maturing on and after December 1, 20__, are subject to redemption prior to maturity at the option of the City as a whole, or in part in integral multiples of \$5,000 in any order of their maturity as determined by the City (less than all the Bonds of a single maturity to be selected by lot by the Bond Registrar), on December 1, 20__, and on any date thereafter, at the redemption price of par plus accrued interest to the redemption date.

[8] [Mandatory Redemption provisions, as applicable, will be inserted here.]

[9] Notice of any such redemption shall be sent by first class mail not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of each Bond to be redeemed at the address shown on the registration books of the City maintained by the Bond Registrar or at such other address as is furnished in writing by such registered owner to the Bond Registrar. When so called for redemption, this Bond will cease to bear interest on the specified redemption date, provided funds for redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.

[10] This Bond is transferable by the Registered Owner hereof in person or by his or her attorney duly authorized in writing at the designated office of the Bond Registrar in _____, Illinois, but only in the manner, subject to the limitations and upon payment of the charges provided in the Ordinance, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

[11] The Bonds are issued in fully registered form in the denomination of \$5,000 each or authorized integral multiples thereof. This Bond may be exchanged at the designated office of the Bond Registrar for a like aggregate principal amount of Bonds of the same maturity of other authorized denominations, upon the terms set forth in the Ordinance. The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the 15th day of the month next preceding any interest payment date on such Bond and ending at the opening of business on such interest payment date, nor to transfer or exchange any Bond after notice calling such Bond for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds.

[12] The City and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal

hereof and interest due hereon and for all other purposes, and neither the City nor the Bond Registrar shall be affected by any notice to the contrary.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assign, and transfers unto _____

--

Here insert Social Security Number,
Employer Identification Number or
other Identifying Number

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____

as attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed: _____

NOTICE: The signature to this transfer and assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Section 9. Sale of Bonds. The Mayor and Finance Director (the “*Designated Representatives*”) are hereby authorized to proceed not later than April 21, 2026, without any further authorization or direction from the Council, to sell the Bonds upon the terms as prescribed in this Ordinance. The Bonds hereby authorized shall be executed as in this Ordinance provided as soon after the delivery of the Bond Notification as may be, and thereupon be deposited with the Treasurer, and, after authentication thereof by the Bond Registrar, be by the Treasurer delivered to the purchaser thereof, the same being Bernardi Securities, Inc., Northfield, Illinois (the “*Purchaser*”), upon receipt of the purchase price therefor, the same being not less than 95.00% of the principal amount of the Bonds (exclusive of original issue discount), plus accrued interest to the date of delivery, if any.

Upon the sale of the Bonds, the Designated Representatives shall prepare a Notification of Sale of the Bonds, which shall include the pertinent details of sale as provided herein (the “*Bond Notification*”). In the Bond Notification, the Designated Representatives shall find and determine that the Bonds have been sold at such price and bear interest at such rates that either the true interest cost (yield) or the net interest rate received upon the sale of such Bonds does not exceed the maximum rate otherwise authorized by applicable law. The Bond Notification shall be entered into the records of the City and made available to the Council at the next regular meeting thereof; but such action shall be for information purposes only, and the Council shall have no right or authority at such time to approve or reject such sale as evidenced in the Bond Notification.

Prior to the sale of any Bonds, each of the Designated Representatives is hereby authorized to approve and execute a commitment for the purchase of a Municipal Bond Insurance Policy (as hereinafter defined), to further secure such Bonds, as long as the present value of the fee to be paid for the Municipal Bond Insurance Policy (using as a discount rate the expected yield on such Bonds treating the fee paid as interest on the Bonds) is less than the present value of the interest reasonably

expected to be saved on such Bonds over the term of such Bonds as a result of the Municipal Bond Insurance Policy.

Upon the sale of the Bonds, as evidenced by the execution and delivery of a Bond Notification by the Designated Representatives, the Mayor, City Clerk and Treasurer and any other officers of the City, as shall be appropriate, shall be and are hereby authorized and directed to approve or execute, or both, such documents of sale of the Bonds as may be necessary, including, without limitation, the contract for the sale of the Bonds between the City and the Purchaser (the "*Purchase Contract*"). Prior to the execution and delivery of the Purchase Contract, the Designated Representatives shall find and determine that to the best of the knowledge and belief of the Council, after due inquiry, no person holding any office of the City, either by election or appointment, is in any manner financially interested, either directly in his or her own name or indirectly in the name of any other person, association, trust or corporation, in the Purchase Contract.

The use by any Purchaser of any Preliminary Official Statement and any final Official Statement relating to the Bonds (collectively, the "*Official Statement*") is hereby ratified, approved and authorized; the execution and delivery of the Official Statement is hereby authorized; and the officers of the City are hereby authorized to take any action as may be required on the part of the City to consummate the transactions contemplated by any Purchase Contract, this Ordinance, any Preliminary Official Statement, and the Official Statement and the Bonds.

Section 10. Tax Levy; Abatement. For the purpose of providing funds required to pay the interest on the Bonds promptly when and as the same falls due, and to pay and discharge the principal thereof at maturity, there is hereby levied upon all of the taxable property within the City, in the years for which any of the Bonds are outstanding, a direct annual tax sufficient for that

purpose; and there is hereby levied on all of the taxable property in the City, in addition to all other taxes, the following direct annual tax (the “*Pledged Taxes*”), to wit:

FOR THE YEAR	A TAX SUFFICIENT TO PRODUCE THE SUM OF:	
2025	\$650,000.00	for interest and principal up to and including June 1, 2027
2026	\$650,000.00	for interest and principal
2027	\$650,000.00	for interest and principal
2028	\$650,000.00	for interest and principal
2029	\$650,000.00	for interest and principal
2030	\$650,000.00	for interest and principal
2031	\$650,000.00	for interest and principal
2032	\$650,000.00	for interest and principal
2033	\$650,000.00	for interest and principal
2034	\$650,000.00	for interest and principal
2035	\$650,000.00	for interest and principal
2036	\$650,000.00	for interest and principal
2037	\$650,000.00	for interest and principal
2038	\$650,000.00	for interest and principal
2039	\$650,000.00	for interest and principal
2040	\$650,000.00	for interest and principal
2041	\$650,000.00	for interest and principal
2042	\$650,000.00	for interest and principal
2043	\$650,000.00	for interest and principal
2044	\$650,000.00	for interest and principal
2045	\$650,000.00	for interest and principal

The Pledged Taxes and other moneys (excepting proceeds of the Bonds) on deposit (collectively, the “*Bond Moneys*”) in the Bond Fund (as hereinafter defined) shall be applied to pay principal of and interest on the Bonds as follows:

Bond Moneys shall be applied to the payment of interest when due and principal or redemption price when due at maturity.

Interest or principal coming due at any time when there are insufficient funds on hand from the Pledged Taxes to pay the same shall be paid promptly when due from current funds on hand in advance of the collection of the Pledged Taxes; and when the Pledged Taxes shall have been collected, reimbursement shall be made to said funds in the amount so advanced. The City

covenants and agrees with the purchasers and registered owners of the Bonds that so long as any of the Bonds remain outstanding, the City will take no action or fail to take any action which in any way would adversely affect the ability of the City to levy and collect the foregoing tax levy. The City and its officers will comply with all present and future applicable laws in order to assure that the Pledged Taxes may be levied, extended and collected as provided herein and deposited into the Bond Fund.

Whenever other funds from any lawful source are made available for the purpose of paying any principal of or interest on the Bonds so as to enable the abatement of the Pledged Taxes, the Council shall, by proper proceedings, direct the deposit of such funds into the Bond Fund and further shall direct the abatement of the taxes by the amount so deposited. A certified copy or other notification of any such proceedings abating taxes may then be filed with the County Clerk of the County of St. Clair, Illinois (the "*County Clerk*"), in a timely manner to effect such abatement.

To the extent that the taxes levied above exceed the amount necessary to pay debt service on the Bonds as set forth in the Bond Notification, the Mayor, City Clerk and Treasurer are hereby authorized to direct the abatement of such taxes to the extent of the excess of such levy in each year over the amount necessary to pay debt service on the Bonds in the following bond year. Proper notice of such abatement shall be filed with the County Clerk in a timely manner to effect such abatement.

Section 11. Filing with County Clerk. Forthwith upon the passage of this Ordinance, the City Clerk is hereby directed to file a certified copy of this Ordinance with the County Clerk; and the County Clerk shall in and for each of the years 2025 to 2045, inclusive, ascertain the rate necessary to produce the tax herein levied; and the County Clerk shall extend the same for collection on the tax books in connection with other taxes levied in said years in and by the City

for general corporate purposes of the City; and, subject to abatement as stated hereinabove, in said years such annual tax shall be levied and collected by and for and on behalf of the City in like manner as taxes for general corporate purposes for said years are levied and collected, and in addition to and in excess of all other taxes, and when collected, the taxes hereby levied shall be placed to the credit of a special fund to be designated “Bond and Interest Fund Account of 2025” (the “*Bond Fund*”), which taxes are hereby irrevocably pledged to and shall be used only for the purpose of paying the principal of and interest on the Bonds.

Section 12. Use of Bond Proceeds. The principal proceeds of the Bonds are hereby appropriated to pay the costs of issuance of the Bonds and for the purpose of paying the cost of the Project, and that portion thereof not needed to pay such costs of issuance is hereby ordered deposited into the 2025 Bond Capital Projects Fund (the “*Project Fund*”). Alternatively, the Treasurer may allocate such proceeds to one or more related project funds of the City already in existence; *provided, however*, that this shall not relieve the Treasurer of the duty to account for the proceeds as herein provided. (Any such one or more funds shall also be referred to hereinafter, collectively, as the “*Project Fund*”.) At the time of the issuance of the Bonds, the costs of issuance of the Bonds may be paid by the Purchaser or the Bond Registrar on behalf of the City from the proceeds of the Bonds.

Section 13. Non-Arbitrage and Tax-Exemption. The City hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Internal Revenue Code of 1986, as amended (the “*Code*”), or would otherwise cause the interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The City acknowledges

that, in the event of an examination by the Internal Revenue Service (the “IRS”) of the exemption from federal income taxation for interest paid on the Bonds, under present rules, the City may be treated as a “taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the IRS in connection with such an examination.

The City also agrees and covenants with the purchasers and holders of the Bonds from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Bonds and affects the tax-exempt status of the Bonds.

The Council hereby authorizes the officials of the City responsible for issuing the Bonds, the same being the Mayor, City Clerk and Treasurer, to make such further covenants and certifications regarding the specific use of the proceeds of the Bonds as approved by the Council and as may be necessary to assure that the use thereof will not cause the Bonds to be arbitrage bonds and to assure that the interest on the Bonds will be exempt from federal income taxation. In connection therewith, the City and the Council further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Bonds and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the City in such compliance.

Section 14. Reimbursement. With respect to expenditures for the Project paid within the 60-day period ending on this date and with respect to which no declaration of intent was previously made, the City hereby declares its intent to reimburse such expenditures and hereby allocates

proceeds of the Bonds in the amount indicated in the Tax Exemption Certificate and Agreement to be delivered in connection with the issuance of the Bonds to reimburse said expenditures.

Section 15. Designation of Issue. The City may designate the Bonds in the Bond Notification as “qualified tax-exempt obligations” for the purposes and within the meaning of Section 265(b)(3) of the Code.

Section 16. List of Bondholders. The Bond Registrar shall maintain a list of the names and addresses of the holders of all Bonds and upon any transfer shall add the name and address of the new Bondholder and eliminate the name and address of the transferor Bondholder.

Section 17. Defeasance. Any Bond or Bonds which (a) are paid and cancelled, (b) which have matured and for which sufficient sums have been deposited with the Bond Registrar to pay all principal and interest due thereon, or (c) for which sufficient U.S. funds and direct U.S. Treasury obligations have been deposited with the Bond Registrar or similar institution to pay, taking into account investment earnings on such obligations, all principal of and interest on such Bond or Bonds when due at maturity or as called for redemption, pursuant to an irrevocable escrow or trust agreement, shall cease to have any lien on or right to receive or be paid from the Bond Moneys or Pledged Taxes and shall no longer have the benefits of any covenant for the registered owners of outstanding Bonds as set forth herein as such relates to lien and security of the outstanding Bonds. All covenants relative to the tax-exempt status of the Bonds; and payment, registration, transfer, and exchange; are expressly continued for all Bonds whether outstanding Bonds or not.

Section 18. Duties of Bond Registrar. If requested by the Bond Registrar, the Mayor and City Clerk are authorized to execute the Bond Registrar’s standard form of agreement between the

City and the Bond Registrar with respect to the obligations and duties of the Bond Registrar hereunder which may include the following:

- (a) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided herein;
- (b) to maintain a list of Bondholders as set forth herein and to furnish such list to the City upon request, but otherwise to keep such list confidential;
- (c) to give notice of redemption of the Bonds as provided herein;
- (d) to cancel and/or destroy Bonds which have been paid at maturity or submitted for exchange or transfer;
- (e) to furnish the City at least annually a certificate with respect to Bonds cancelled and/or destroyed; and
- (f) to furnish the City at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

Section 19. Continuing Disclosure Undertaking. The Mayor or Treasurer is hereby authorized, empowered and directed to execute and deliver a Continuing Disclosure Undertaking (the “*Continuing Disclosure Undertaking*”) in connection with the issuance of the Bonds, with such provisions therein as he or she shall approve, his or her execution thereof to constitute conclusive evidence of his or her approval of such provisions. When the Continuing Disclosure Undertaking is executed and delivered on behalf of the City as herein provided, the Continuing Disclosure Undertaking will be binding on the City and the officers, employees and agents of the City, and the officers, employees and agents of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Ordinance, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any

Bond to seek mandamus or specific performance by court order, to cause the City to comply with its obligations under the Continuing Disclosure Undertaking.

Section 20. Municipal Bond Insurance. In the event the payment of principal and interest on any series of the Bonds is insured pursuant to a municipal bond insurance policy (the “*Municipal Bond Insurance Policy*”) issued by a bond insurer (the “*Bond Insurer*”), and as long as such Municipal Bond Insurance Policy shall be in full force and effect, the City and the Bond Registrar agree to comply with such usual and reasonable provisions regarding presentment and payment of the Bonds, subrogation of the rights of the Bondholders to the Bond Insurer upon payment of the Bonds by the Bond Insurer, amendment hereof, or other terms, as approved by the Mayor on advice of counsel, his or her approval to constitute full and complete acceptance by the City of such terms and provisions under authority of this Section.

Section 21. Record-Keeping Policy and Post-Issuance Compliance Matters. On December 16, 2014, the Council adopted a record-keeping policy (the “*Policy*”) in order to maintain sufficient records to demonstrate compliance with its covenants and expectations to ensure the appropriate federal tax status for the debt obligations of the City, the interest on which is excludable from “gross income” for federal income tax purposes or which enable the City or the holder to receive federal tax benefits, including, but not limited to, qualified tax credit bonds and other specified tax credit bonds. The Council and the City hereby reaffirm the Policy.

Section 22. Publication of Ordinance. A full, true and complete copy of this Ordinance shall be published within ten days after passage in pamphlet form by authority of the Council.

Section 23. This Ordinance a Contract. The provisions of this Ordinance shall constitute a contract between the City and the registered owners of the Bonds, and no changes, additions or alterations of any kind shall be made hereto, except as herein provided.

Section 24. Severability. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

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

CERTIFICATION OF ORDINANCE AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Fairview Heights, St. Clair County, Illinois (the “*City*”), and as such official I am the keeper of the records and files of the Council of the City (the “*Council*”).

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Council held on the 21st day of October, 2025, insofar as same relates to the adoption of Ordinance No. ____ - 2025 titled:

AN ORDINANCE providing for the issuance of not to exceed \$8,250,000 General Obligation Bonds, Series 2025, of the City of Fairview Heights, St. Clair County, Illinois, for the purpose of financing capital improvements in and for the City, including the construction of a new building and pickleball courts at the City’s Rec Complex and improvements to Pleasant Ridge Park, providing for the levy and collection of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Council on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Council at least 96 hours in advance of the holding of said meeting, that at least one copy of said agenda was continuously available for public review during the entire 96-hour period preceding said meeting, that said agenda contained a separate specific item concerning the proposed adoption of said ordinance, a true, correct and complete copy of the agenda as so posted being attached hereto as *Exhibit A*, that said meeting was called and held in strict compliance with the provisions the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Illinois Municipal Code, as amended, and that the Council has complied with all of the applicable provisions of said Act and said Code and its procedural rules in the adoption of said ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the City, this
21st day of October, 2025.

[SEAL]

City Clerk

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

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of St. Clair, Illinois, and as such official I do further certify that on the ____ day of _____, 2025, there was filed in my office a duly certified copy of Ordinance No. ____-2025 titled:

AN ORDINANCE providing for the issuance of not to exceed \$8,250,000 General Obligation Bonds, Series 2025, of the City of Fairview Heights, St. Clair County, Illinois, for the purpose of financing capital improvements in and for the City, including the construction of a new building and pickleball courts at the City's Rec Complex and improvements to Pleasant Ridge Park, providing for the levy and collection of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

duly adopted by the Council of the City of Fairview Heights, St. Clair County, Illinois, on the 21st day of October, 2025, and approved by the Mayor, and that the same has been deposited in (and all as appearing from) the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this ____ day of _____, 2025.

County Clerk of The County of St. Clair, Illinois

[SEAL]

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

CERTIFICATE OF PUBLICATION IN PAMPHLET FORM

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Fairview Heights, St. Clair County, Illinois (the “*City*”), and as such official I am the keeper of the official journal of proceedings, books, records, minutes and files of the City and of the Council (the “*Council*”) of the City.

I do further certify that on the 21st day of October, 2025 there was published in pamphlet form, by authority of the Council, a true, correct, and complete copy of Ordinance No. ____ - 2025 of the City titled:

AN ORDINANCE providing for the issuance of not to exceed \$8,250,000 General Obligation Bonds, Series 2025, of the City of Fairview Heights, St. Clair County, Illinois, for the purpose of financing capital improvements in and for the City, including the construction of a new building and pickleball courts at the City’s Rec Complex and improvements to Pleasant Ridge Park, providing for the levy and collection of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

and providing for the issuance of said bonds, and that the ordinance as so published was on that date readily available for public inspection and distribution, in sufficient number so as to meet the needs of the general public, at my office as City Clerk located in the City.

IN WITNESS WHEREOF, I have affixed hereto my official signature and the seal of the City this 21st day of October, 2025.

City Clerk

[SEAL]

EXTRACT OF MINUTES of a regular public meeting of the Council of the City of Fairview Heights, St. Clair County, Illinois, held at the City Hall located at 10025 Bunkum Road, in said City, at 7:00 p.m., on the 21st day of October, 2025.

The Mayor called the meeting to order and directed the City Clerk to call the roll.

Upon the roll being called, Mark Kupsy, the Mayor, and the following Council Members were physically present at said location: _____

_____.

The following Council Members were allowed by rules adopted by the Council to attend the meeting by video or audio conference: _____.

The following Council Members were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____.

The Mayor announced that the next item for consideration was the issuance of not to exceed \$8,250,000 General Obligation Bonds to be issued by the City pursuant to its home rule powers for the purpose of financing capital improvements in and for the City, including the construction of a new building and pickleball courts at the City's Rec Complex and improvements to Pleasant Ridge Park, and that the Council would consider the adoption of an ordinance providing for the issue of said bonds and the levy of a direct annual tax sufficient to pay the principal and interest thereon. The Mayor then explained that the ordinance sets forth the parameters for the issuance of said bonds and the sale thereof by designated officials of the City and summarized the pertinent terms of said parameters, including the specific parameters governing the manner of sale, length of maturity, rates of interest, purchase price and tax levy for said bonds.

WHEREUPON the Mayor presented and explained, and there was incorporated into the record in full the following ordinance titled:

AN ORDINANCE providing for the issuance of not to exceed \$8,250,000 General Obligation Bonds, Series 2025, of the City of Fairview Heights, St. Clair County, Illinois, for the purpose of financing capital improvements in and for the City, including the construction of a new building and pickleball courts at the City's Rec Complex and improvements to Pleasant Ridge Park, providing for the levy and collection of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

(the "*Bond Ordinance*").

Council Member _____ then moved and Council Member _____ seconded the motion that the Bond Ordinance as presented be adopted.

After a full discussion thereof, the Mayor directed that the roll be called for a vote upon the motion to adopt the Bond Ordinance.

Upon the roll being called, the Mayor and following Council Members voted AYE: _____

and the following Council Members voted NAY: _____

WHEREUPON, the Mayor declared the motion carried and the Bond Ordinance adopted, and henceforth did approve and sign the same in open meeting, and did direct the City Clerk to record the same in full in the records of the Council of the City of Fairview Heights, St. Clair County, Illinois.

Other business was duly transacted at said meeting.

Upon motion duly made and carried, the meeting adjourned.

City Clerk

PROPOSED RESOLUTION NO. 65-'25

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A PURCHASE AGREEMENT WITH MORROW BROTHERS FORD, INC, GREENFIELD, ILLINOIS, FOR THE PURCHASE OF FOUR (4) 2025 FORD INTERCEPTOR POLICE VEHICLES FOR USE BY THE FAIRVIEW HEIGHTS POLICE DEPARTMENT.

WHEREAS, the City of Fairview Heights is in need of four (4) Ford Interceptor Police vehicles;

WHEREAS, Morrow Brothers Ford, Inc, 1242 Main, Greenfield, IL. 62044, a government agency, has offered for purchase four (4) new 2025 Ford Interceptor (\$45,430.00 each): VINS:

(1FM5K8AB7SGC43695, 1FM5K8AB2SGC43894, 1FM5K8AB6SGC43705, 1FM5K8AB2SGC43832), in the amount not to exceed ONE HUNDRED AND EIGHTY-TWO THOUSAND AND SEVEN HUNDRED TWENTY DOLLARS (\$181,720.00);

WHEREAS, the monies for the purchase of four (4) new police vehicles are available in CIP Funds.

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

That the Mayor be and is hereby authorized to enter into an Agreement with Morrow Brothers Ford, Inc., 1242 Main, Greenfield, IL. 62044 for the purchase of four (4) 2025 Ford Interceptor (\$45,430.00 each): VINS: (1FM5K8AB7SGC43695, 1FM5K8AB2SGC43894, 1FM5K8AB6SGC43705, 1FM5K8AB2SGC43832), in the amount not to exceed ONE HUNDRED AND EIGHTY-TWO THOUSAND AND SEVEN HUNDRED TWENTY DOLLARS (\$181,720.00).

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



MORROW BROTHERS FORD, INC.

FORD FOR IV GENERATIONS
1242 MAIN ST. - GREENFIELD, IL 62044
Phone: 217-368-3037 Fax: 217-368-3517

MOTOR VEHICLE PURCHASE AGREEMENT/BILL OF SALE

DATE: 09/25/25
SOLD TO: City of Fairview Heights
ADDRESS: 10025 Bunkum Road
Fairview Heights, IL 62208
PHONE: (618) 489-2000

TAX FORM NO.

YEAR	MAKE	NEW/ USED	STOCK NO.	SERIAL NO.	KEY NO.
2025	FORD	NEW	12904	1FM5K8AB7SGC43695	1435X

Salesman: Richie M. Wellenkamp

FIN CODE:

P.O. NO.:

PLEASE PAY FROM THIS INVOICE - NET 10 DAYS

SETTLEMENT

CASH PRICE OF VEHICLE	\$ 45,205.00
LESS TRADE-IN ALLOWANCE	\$ N/A
DIFFERENCE	\$ 45,205.00
DOC FEE	\$ 52.00
SALES TAX	\$ N/A
LICENSE & TITLE	\$ 173.00
DELIVERY	\$ N/A
SERVICE CONTRACTS	\$ N/A
PAYOFF	\$ N/A
REBATE	\$ N/A
DEPOSIT	\$ N/A
CASH ON DELIVERY	\$ 45,430.00
AMOUNT FINANCED AT	\$ N/A

TRADE-IN

YEAR	MAKE	MODEL	BODY TYPE	MILEAGE
------	------	-------	-----------	---------

VIN NO	COLOR
--------	-------

LIENHOLDER'S NAME & ADDRESS	ACCT NO.	PAYOFF DATE
-----------------------------	----------	-------------

N/A

BUYER'S SIGNATURE _____

DATE 09/25/25



MORROW BROTHERS FORD, INC.

FORD FOR IV GENERATIONS

1242 MAIN ST. - GREENFIELD, IL 62044

Phone: 217-368-3037 Fax: 217-368-3517

MOTOR VEHICLE PURCHASE AGREEMENT/BILL OF SALE

DATE: 09/25/25
SOLD TO: City of Fairview Heights
ADDRESS: 10025 Bunkum Road
Fairview Heights, IL 62208
PHONE: (618) 489-2000

TAX FORM NO.

YEAR	MAKE	NEW/ USED	STOCK NO.	SERIAL NO.	KEY NO.
2025	FORD	NEW	12905	1FM5K8AB2SGC43894	1435X

Salesman: Richie M. Wellenkamp

FIN CODE:

P.O. NO.:

PLEASE PAY FROM THIS INVOICE - NET 10 DAYS

SETTLEMENT

CASH PRICE OF VEHICLE	\$ 45,205.00
LESS TRADE-IN ALLOWANCE	\$ N/A
DIFFERENCE	\$ 45,205.00
DOC FEE	\$ 52.00
SALES TAX	\$ N/A
LICENSE & TITLE	\$ 173.00
DELIVERY	\$ N/A
SERVICE CONTRACTS	\$ N/A
PAYOFF	\$ N/A
REBATE	\$ N/A
DEPOSIT	\$ N/A
CASH ON DELIVERY	\$ 45,430.00
AMOUNT FINANCED AT	\$ N/A

TRADE-IN

YEAR	MAKE	MODEL	BODY TYPE	MILEAGE
------	------	-------	-----------	---------

VIN NO	COLOR
--------	-------

LIENHOLDER'S NAME & ADDRESS	ACCT NO.	PAYOFF DATE
N/A		

BUYER'S SIGNATURE _____

DATE 09/25/25



MORROW BROTHERS FORD, INC.

FORD FOR IV GENERATIONS

1242 MAIN ST. - GREENFIELD, IL 62044

Phone: 217-368-3037 Fax: 217-368-3517

MOTOR VEHICLE PURCHASE AGREEMENT/BILL OF SALE

DATE: 09/25/25
SOLD TO: City of Fairview Heights
ADDRESS: 10025 Bunkum Road
Fairview Heights, IL 62208
PHONE: (618) 489-2000

TAX FORM NO.

YEAR	MAKE	NEW/ USED	STOCK NO.	SERIAL NO.	KEY NO.
2025	FORD	NEW	12906	1FMSK8AB6SGC43705	1435X

Salesman: Richie M. Wellenkamp

FIN CODE:

P.O. NO.:

PLEASE PAY FROM THIS INVOICE - NET 10 DAYS

SETTLEMENT

CASH PRICE OF VEHICLE	\$ 45,205.00
LESS TRADE-IN ALLOWANCE	\$ N/A
DIFFERENCE	\$ 45,205.00
DOC FEE	\$ 52.00
SALES TAX	\$ N/A
LICENSE & TITLE	\$ 173.00
DELIVERY	\$ N/A
SERVICE CONTRACTS	\$ N/A
PAYOFF	\$ N/A
REBATE	\$ N/A
DEPOSIT	\$ N/A
CASH ON DELIVERY	\$ 45,430.00
AMOUNT FINANCED AT	\$ N/A

TRADE-IN

YEAR	MAKE	MODEL	BODY TYPE	MILEAGE
------	------	-------	-----------	---------

VIN NO	COLOR
--------	-------

LIENHOLDER'S NAME & ADDRESS	ACCT NO.	PAYOFF DATE
N/A		

BUYER'S SIGNATURE _____

DATE 09/25/25



MORROW BROTHERS FORD, INC.

FORD FOR IV GENERATIONS
1242 MAIN ST. - GREENFIELD, IL 62044
Phone: 217-368-3037 Fax: 217-368-3517

MOTOR VEHICLE PURCHASE AGREEMENT/BILL OF SALE

DATE: 09/25/25
SOLD TO: City of Fairview Heights
ADDRESS: 10025 Bunkum Road
Fairview Heights, IL 62208
PHONE: (618) 489-2000

TAX FORM NO.

YEAR	MAKE	NEW/ USED	STOCK NO.	SERIAL NO.	KEY NO.
2025	FORD	NEW	12907	1FM5K8AB2SGC43832	1435X

Salesman: Richie M. Wellenkamp

FIN CODE:

P.O. NO.:

PLEASE PAY FROM THIS INVOICE - NET 10 DAYS

SETTLEMENT

CASH PRICE OF VEHICLE	\$ 45,205.00
LESS TRADE-IN ALLOWANCE	\$ N/A
DIFFERENCE	\$ 45,205.00
DOC FEE	\$ 52.00
SALES TAX	\$ N/A
LICENSE & TITLE	\$ 173.00
DELIVERY	\$ N/A
SERVICE CONTRACTS	\$ N/A
PAYOFF	\$ N/A
REBATE	\$ N/A
DEPOSIT	\$ N/A
CASH ON DELIVERY	\$ 45,430.00
AMOUNT FINANCED AT	\$ N/A

TRADE-IN

YEAR	MAKE	MODEL	BODY TYPE	MILEAGE
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VIN NO	COLOR
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LIENHOLDER'S NAME & ADDRESS	ACCT NO.	PAYOFF DATE
N/A		

BUYER'S SIGNATURE _____

DATE 09/25/25

PROPOSED RESOLUTION NO. 66-'25

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A PURCHASE AGREEMENT WITH MORROW BROTHERS FORD, INC, GREENFIELD, ILLINOIS, FOR THE PURCHASE OF ONE (1) 2025 FORD INTERCEPTOR POLICE VEHICLE FOR USE BY THE FAIRVIEW HEIGHTS POLICE DEPARTMENT.

WHEREAS, the City of Fairview Heights is in need of one (1) Ford Interceptor Police vehicle;

WHEREAS, Morrow Brothers Ford, Inc, 1242 Main, Greenfield, IL. 62044, a government agency, has offered for purchase one (1) new 2025 Ford Interceptor (\$45,430.00): VIN: (1FM5K8AB2SGC43992), in the amount not to exceed FORTY-FIVE THOUSAND FOUR HUNDRED THIRTY DOLLARS (\$45,430.00);

WHEREAS, the monies for the purchase of one (1) new police vehicle are available in CIP Funds.

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

That the Mayor be and is hereby authorized to enter into an Agreement with Morrow Brothers Ford, Inc., 1242 Main, Greenfield, IL. 62044 for the purchase of four (4) 2025 Ford Interceptor (\$45,430.00 each): VINS: (1FM5K8AB2SGC43992), in the amount not to exceed FORTY-FIVE THOUSAND FOUR HUNDRED THIRTY DOLLARS (\$45,430.00)

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



MORROW BROTHERS FORD, INC.

FORD FOR IV GENERATIONS
1242 MAIN ST. - GREENFIELD, IL 62044
Phone: 217-368-3037 Fax: 217-368-3517

MOTOR VEHICLE PURCHASE AGREEMENT/BILL OF SALE

DATE: 09/25/25
SOLD TO: City of Fairview Heights
ADDRESS: 10025 Bunkum Road
Fairview Heights, IL 62208
PHONE: (618) 489-2000

TAX FORM NO.

YEAR	MAKE	NEW/ USED	STOCK NO.	SERIAL NO.	KEY NO.
2025	FORD	NEW	12775	1FM5K8AB2SGC43992	1435X

Salesman: Richie M. Wellenkamp

FIN CODE:

P.O. NO.:

PLEASE PAY FROM THIS INVOICE - NET 10 DAYS

SETTLEMENT

CASH PRICE OF VEHICLE	\$ 45,205.00
LESS TRADE-IN ALLOWANCE	\$ N/A
DIFFERENCE	\$ 45,205.00
DOC FEE	\$ 52.00
SALES TAX	\$ N/A
LICENSE & TITLE	\$ 173.00
DELIVERY	\$ N/A
SERVICE CONTRACTS	\$ N/A
PAYOFF	\$ N/A
REBATE	\$ N/A
DEPOSIT	\$ N/A
CASH ON DELIVERY	\$ 45,430.00
AMOUNT FINANCED AT	\$ N/A

TRADE-IN

YEAR	MAKE	MODEL	BODY TYPE	MILEAGE
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VIN NO	COLOR
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LIENHOLDER'S NAME & ADDRESS	ACCT NO.	PAYOFF DATE
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N/A

BUYER'S SIGNATURE _____

DATE 09/25/25

PROPOSED RESOLUTION NO. 67-'25

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A PURCHASE AGREEMENT WITH ITOUCH BIOMETRICS, CHICAGO, ILLINOIS, FOR THE PURCHASE OF LIVESCAN FINGERPRINT SOFTWARE FOR USE BY THE FAIRVIEW HEIGHTS POLICE DEPARTMENT.

WHEREAS, the City of Fairview Heights is in need of Livescan Fingerprint Software in the jail;

WHEREAS, iTouch Biometrics, 200 West Monroe Street, Suite 2150A, Chicago, Illinois 60606, a government agency, has offered for Livescan Fingerprint Software to include palm and 10 print livescan device, a 10 print livescan device and Accurate ID photo capture software, maintenance and on-site installation, in the amount not to exceed NINETEEN THOUSAND, THREE HUNDRED AND SEVENTY DOLLARS (\$19,370.00);

WHEREAS, the monies for the purchase of Livescan Fingerprint Software are available in CIP Funds and PD Budget.

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

That the Mayor be and hereby authorized to enter into an Agreement with iTouch Biometrics, 200 West Monroe Street, Suite 2150A, Chicago, Illinois 60606 for the purchase of iTouch Biometrics Livescan Fingerprint Software to include palm and 10 print livescan device, a 10 print livescan device and Accurate ID photo capture software, maintenance and on-site installation, in the amount not to exceed NINETEEN THOUSAND, THREE HUNDRED AND SEVENTY DOLLARS (\$19,370.00);

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



200 W Monroe St.
Suite 2150A
Chicago, IL 60606

NAME	Wade Gummersheimer
TITLE	Lieutenant
ORGANIZATION	Fairview Heights Police Dept.
STREET	10027 Bunkum Rd
CITY, ST, ZIP	Fairview Heights, IL, 62208
PHONE	(618) 541-9464
EMAIL	gummersheimer@fairviewpd.org

DATE	9/10/2025
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VALID UNTIL	12/9/2025
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[illegible]

Quotation prepared by: Jack Bornhofen

SUBTOTAL BEFORE TAX	\$19,370.00
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NOTES

Payment is required before go live. Any returns are subject to a 20% restocking fee.

Payment is required before go live.

Any or All Applicable Taxes, Non Government Agencies are subject to payment prior to shipment of equipment.

TAX @ RATE	
SUBTOTAL + TAX	\$19,370.00
ORDER TOTAL	\$19,370.00

To accept this quotation, sign here and return: _____

Thank you for choosing iTouch Biometrics

PHONE
312-528-7769

FAX
630-912-2111

itouchbiometrics.com

EMAIL
Jbornhofen@itouchbiometrics.com

**ID Networks, Inc.**

7720 Jefferson Road, Ashtabula, OH 44004

Phone: (440)992-0062 Fax: (440)992-1109

John Wheelock | Inside Sale Manager | jwheelock@idnetworks.com

QUOTE #: 25-0925-01

DATE: 9/25/2025

BILL TO: Amber Hopkins
Fairview Heights Police Department
10027 Bunkum Rd., Fairview Heights, IL 62208
618-489-2158
hopkins@fairviewpd.org

SHIP TO:

ITEM #	DESCRIPTION	QTY	UNIT PRICE	EXT PRICE
1	Desktop Livescan System with 10-print Capture - FingerRoll Livescan Software - Fingerprint Scanner – GUARDIAN 200 Scanner (w Auto Capture) - IL State / FBI Submission Software - Desktop PC – WIN11, 8GB RAM, 1TB HD - UPS - 750VA Tower Line-Interactive 120V with USB port	2	\$6,995	\$13,990
2	Remote Installation and Training	2	\$495	\$990
3	One (1) Year Warranty and Maintenance	2	Included	Included
BASE SYSTEM PRICE				\$14,980
EQUIPMENT OPTIONS (10% annual maintenance, for applicable options)				
4	Rugged Cabinet with 22" Display	0	\$3,495	
5	FBI Certified Network Printer with Duplexer and Tray	2	\$1,495	\$2,990
6	Mugshot Camera Capture Kit – camera, mounts, electronics, cables	1	\$1,495	\$1,495
7	Web Camera for Applicant System (1 year Mfr warranty only)	1	\$120	\$120
8	LiveScan Interface - data push to LiveScan using our standard XML interface specs)	1	\$495	\$495
LIVESCAN SYSTEM OPTIONS SUB-TOTAL				\$5,100
TOTAL SYSTEM COST				\$20,080

NOTES

- Our full-coverage maintenance plan is included for one year.
- Annual Maintenance:
 - Standard Support – \$1,995 per system (Scanner, PC and Livescan Software) - includes Mon-Fri, 8:00 AM - 5:30 PM EST support with 2-4 hour response for initial service calls (same day shipment of parts).
 - Printer and Camera includes 1 year warranty only.



TERMS & CONDITIONS OF SALE	
Standard Payment Terms	50% down payment with written purchase order, balance due after installation and training.
Delivery & Installation	Delivery plans will be scheduled after the receipt of your written purchase order and appropriate down payment, as applicable. Facility preparation for electrical service, furniture, mounting requirements and networking, is the responsibility of the customer. Our delivery commitment is subject to the customer facility preparation being completed in advance.
Onsite Training	1 day of training has been included. Training personnel and schedules will be agreed upon in advance of the delivery. Additional training or technical support services from ID Networks are available at a daily rate of \$895, plus travel expenses.
State Interface and Submission for Fingerprints & EFTS Information	An FBI AFIS Interface is included in packaged pricing above, pending further discussion and clarification. Submission to other archives or AFIS centers may be subject to a one-time charge. Call for a quotation.
Upgrade Options	Many Upgrade options and interfaces are available with the FingerRoll Livescan system. Please call for further details.
3 rd Party Software or Services	Special items or software interfaces which may need our development, or the development and cooperation of a third party, will require separate planning with the customer and any third parties. ID Networks is not responsible for the delays of the customer or third parties and likewise, payments by the customer to ID Networks shall not be held up due to non-ID Networks delays.
Remote Access to Livescan	We expect the customer to install a phone line or internet line nearby the Livescan in order for ID Networks ONLY to conduct remote support activities. 24x7 access is requested by ID Networks and software access. ID Networks access will be password controlled for access.
Network Connections	State network connections shall be located nearby the Livescan by the customer in order that such connections can be made as appropriate. ID Networks shall coordinate state connectivity, as applicable.
Price Guarantees	All pricing contained herein is subject to a 90 day limit.
Authorized Service	As part of our state pricing, ID Networks will provide 2-4 hour response for initial service calls, Monday-Friday, 8:30 AM – 5:00 PM EST, with same day shipment of parts and software, unless otherwise contracted. Weekend and 24x7 coverage are available to those agencies requiring that level of service. Call for quotation.

Customer Approval:

Name & Title

Signature & Date

Purchase Order #

PROPOSED RESOLUTION NO. 68-'25

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A PURCHASE AGREEMENT WITH UTILITRA, EDWARDSVILLE, ILLINOIS, FOR THE PURCHASE OF THREE (3) SOLAR LICENSE PLATE READER CAMERA FOR USE BY THE FAIRVIEW HEIGHTS POLICE DEPARTMENT.

WHEREAS, the City of Fairview Heights is in need of expansion of the license plate reader program;

WHEREAS, Utilitra, 200 Lakefront Parkway, Edwardsville, IL 62025, a government agency, has offered for three solar sight 1465 license plate reading cameras, with five-year camera warranty, basic installation on IDOT approved break away poles, in the amount not to exceed TWENTY-FOUR THOUSAND, THREE HUNDRED DOLLARS (\$24,300.00);

WHEREAS, the monies for the purchase of livescan fingerprint software are available in CIP Funds and will be partially reimbursed with a grant from the Illinois Attorney General's Office.

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

That the Mayor be authorized to enter into an Agreement with Utilitra, 200 Lakefront Parkway, Edwardsville, IL 62025, for three solar sight 1465 license plate reading cameras, with five-year camera warranty, basic installation on IDOT approved break away poles, in the amount not to exceed TWENTY-FOUR THOUSAND, THREE HUNDRED DOLLARS (\$24,300.00).

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

Headquarters

200 Lakefront Parkway
Edwardsville, IL 62025
6187979003



Proposal

Solar LPRs

QUOTE # 006887 V1

PREPARED FOR

City of Fairview Heights

PREPARED BY

Jordyn Rinderer

Solar LPRs

Description	Price	Qty	Ext. Price
Solar Sight 1465 Utilitra' s Custom Solar Sight, Security and LPR camera, Solar Powered, 3 Days standby power, 5 year camera warranty, basic installation SIM Card not included (customer provided)	\$7,000.00	3	\$21,000.00
IDOT Approved Break Away Pole & Installation IDOT Approved Break Away Pole	\$1,100.00	3	\$3,300.00
Please note that the performance of solar-powered LPR cameras may be affected during the winter months due to shorter daylight hours and adverse weather conditions. Reduced sunlight, along with snow, ice, or overcast skies, can limit the cameras' charging capacity, potentially impacting their optimal functionality.			
Subtotal:			\$24,300.00

Solar LPRs



Prepared by:

Headquarters

Jordyn Rinderer
(618) 797-9003
jordynr@utilitra.com

Prepared for:

City of Fairview Heights

10025 Bunkum Rd
Fairview Heights, IL 62208
David Kitley
(618) 489-2153
kitley@fairviewpd.org

Quote Information:

Quote #: 006887

Version: 1
Delivery Date: 10/02/2025
Expiration Date: 10/31/2025

Quote Summary

Description	Amount
Solar LPRs	\$24,300.00
Total:	\$24,300.00

Summary of Selected Payment Options

Description	Amount
Down Payment Term: 30% Down Payment	
Total of Payments	\$7,290.00

Remainder Payment : Upon Completion	
Total of Payments	\$17,010.00

Taxes, shipping, handling and other fees may apply. Pricing is only guaranteed until expiration of proposal, we reserve the right to cancel orders arising from pricing or other errors. The Agreement Sum is the total amount payable to the Service Provider in accordance with this Agreement. The Customer agrees to pay as set forth in the payment schedule upon receipt of progress billings from Service provider for work performed and/or material and equipment received to date, but in no event greater than 30 days after the completion date. Late payments subject to finance charges of 1 ½% per month.

Headquarters

City of Fairview Heights

Signature: *Jordyn Rinderer*
Name: Jordyn Rinderer
Title: Inside Sales
Date: 10/02/2025

Signature: _____
Name: David Kitley
Date: _____



PROPOSED RESOLUTION NO. 69-'25

A RESOLUTION AUTHORIZING THE MAYOR ON BEHALF OF THE CITY TO ENTER INTO A SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES WITH TWM, INC. TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE CEDAR DRIVE, ELM DRIVE, OAK AND LEA STREET RECONSTRUCTION PROJECT.

WHEREAS, it has been determined it necessary to obtain professional engineering services for the preparation of plans and specifications for the reconstruction of Cedar Drive, Elm Drive, Oak and Lea Street, and

WHEREAS, it is the City's intent to fund these professional engineering services with the City's Home Rule Funds, and

WHEREAS, TWM, Inc. has served the City in the past and has been selected now to perform said professional engineering services.

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

That the City of Fairview Heights does hereby authorize the Mayor to enter into a Short Form of Agreement Between Owner and Engineer for Professional Services with TWM, Inc. 4940 Old Collinsville Road, Swansea, Illinois 62226 to provide professional engineering services for the reconstruction of Cedar Drive, Elm Drive, Oak and Lea Street for a sum amount of ONE HUNDRED FOURTEEN THOUSAND NINE HUNDRED FIFTEEN DOLLARS AND NO CENTS (\$114,915.00) per TWM, Inc.'s Short Form of Agreement Between Owner and Engineer for Professional Services, 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

“EXHIBIT A”

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between **City of Fairview Heights** (“Owner”) and **TWM, Inc.** (“Engineer”).

Owner’s Project, of which Engineer’s services under this Agreement are a part, is generally identified as follows: **Cedar Drive, Elm Drive, Oak and Lea Street Reconstruction** (“Project”).



Engineer’s services under this Agreement are generally identified as follows (“Services”):

Topographic survey and engineering for reconstruction of existing oil/chip streets listed below, totaling approximately 3,000 feet:

- Cedar – Elm to Cul-de-Sac
- Elm – Cedar to Oak
- Oak – Elm to Pleasant Ridge
- Lea – Bunkum to Cedar

See Appendix 2 for a detailed scope of services.

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above (“Additional Services”).

- B. Engineer shall complete its Services within the following specific time period: **To allow for a May/June 2026 Letting.**
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

- A. Owner shall pay Engineer for Services as follows:
1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services and Engineer's consultants' charges, if any.
 2. Engineer's Standard Hourly Rates are attached as Appendix 1.
 3. The total compensation for Services and reimbursable expenses is estimated to be **\$114,915.00** broken down as follows:

Category of Labor	TWM Hours	TWM Labor	Sub-consultant or Reimbursable	Total Cost
+ 1 Survey	109	\$ 16,606.00		\$ 16,606.00
+ 2 Preliminary Engineering	204	\$ 29,586.00	\$ 5,000.00	\$ 34,586.00
- 3 Contract Plans, Specs & Estimates	416	\$ 61,147.00		\$ 61,147.00
Pre-Final	340	\$ 49,773.00		\$ 49,773.00
Final	76	\$ 11,374.00		\$ 11,374.00
- 10 Project Management	16	\$ 2,576.00		\$ 2,576.00
PM	16	\$ 2,576.00		\$ 2,576.00
Grand Total	745	\$ 109,915.00	\$ 5,000.00	\$ 114,915.00

2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
- b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
- c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
- d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors,

executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.

- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$125,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.

- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Definitions*

- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 *Attachments:*

Appendix 1, Engineer's Standard Hourly Rates.

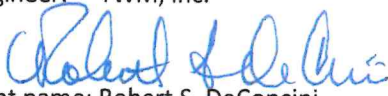
Appendix 2, Detailed Scope of Services.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Fairview Heights

Engineer: TWM, Inc.

By: _____

By:  _____

Print name: _____

Print name: Robert S. DeConcini

Title: _____

Title: President

Date Signed: _____

Date Signed: October 10, 2025

Address for Owner's receipt of notices:

City of Fairview Heights

10025 Bunkum Road

Fairview Heights, IL 62208

Address for Engineer's receipt of notices:

TWM, Inc.

4940 Old Collinsville Rd

Swansea, IL 62226



Project No: 251393.001
 Project: Cedar, Oak, Elm, Lea
 Client: Fairview Heights
 Rates: Class II

Totals
 109,915.00

Phase	SubPhase	Task	Labor	Reimbursable or Sub-Consultant Description	Subs / Reimbursable Cost	TOTAL COST
1 Survey	Labor	Control N	2,674.00			\$ 2,674.00
1 Survey	Labor	Topo of hi	13,932.00			\$ 13,932.00
2 Preliminary Engineering	Design	Review Ex	606.00			\$ 606.00
2 Preliminary Engineering	Design	Site Visit	544.00			\$ 544.00
2 Preliminary Engineering	Design	Alignment	1,422.00			\$ 1,422.00
2 Preliminary Engineering	Design	Prelimina	6,776.00			\$ 6,776.00
2 Preliminary Engineering	Design	Storm Sew	10,640.00			\$ 10,640.00
2 Preliminary Engineering	Design	Entrance	3,932.00			\$ 3,932.00
2 Preliminary Engineering	Design	Utility Co	1,756.00			\$ 1,756.00
2 Preliminary Engineering	Design	SHPO/Ec	878.00			\$ 878.00
2 Preliminary Engineering	Utility Locates	Allowanc	3,032.00	Pothole Allowance	\$ 5,000.00	\$ 8,032.00
3 Contract Plans, Specs & Estimates	Pre-Final	Cover	136.00			\$ 136.00
3 Contract Plans, Specs & Estimates	Pre-Final	General N	439.00			\$ 439.00
3 Contract Plans, Specs & Estimates	Pre-Final	Summary	272.00			\$ 272.00
3 Contract Plans, Specs & Estimates	Pre-Final	Schedule	544.00			\$ 544.00
3 Contract Plans, Specs & Estimates	Pre-Final	Typical Se	2,844.00			\$ 2,844.00
3 Contract Plans, Specs & Estimates	Pre-Final	Alignment	1,756.00			\$ 1,756.00
3 Contract Plans, Specs & Estimates	Pre-Final	Plan Profi	7,024.00			\$ 7,024.00
3 Contract Plans, Specs & Estimates	Pre-Final	Drainage	7,024.00			\$ 7,024.00
3 Contract Plans, Specs & Estimates	Pre-Final	Drainage	2,634.00			\$ 2,634.00
3 Contract Plans, Specs & Estimates	Pre-Final	Entrance	2,634.00			\$ 2,634.00
3 Contract Plans, Specs & Estimates	Pre-Final	Erosion C	1,756.00			\$ 1,756.00
3 Contract Plans, Specs & Estimates	Pre-Final	Misc Deta	2,634.00			\$ 2,634.00
3 Contract Plans, Specs & Estimates	Pre-Final	Cross Sec	5,936.00			\$ 5,936.00
3 Contract Plans, Specs & Estimates	Pre-Final	Quantity C	7,024.00			\$ 7,024.00
3 Contract Plans, Specs & Estimates	Pre-Final	Estimate c	1,150.00			\$ 1,150.00
3 Contract Plans, Specs & Estimates	Pre-Final	Estimate c	1,150.00			\$ 1,150.00
3 Contract Plans, Specs & Estimates	Pre-Final	Technical	1,756.00			\$ 1,756.00
3 Contract Plans, Specs & Estimates	Pre-Final	SWPPP	878.00			\$ 878.00
3 Contract Plans, Specs & Estimates	Pre-Final	QCQA Pre	2,182.00			\$ 2,182.00
3 Contract Plans, Specs & Estimates	Final	Review Ci	668.00			\$ 668.00
3 Contract Plans, Specs & Estimates	Final	Dispositio	878.00			\$ 878.00
3 Contract Plans, Specs & Estimates	Final	Plan Revis	4,600.00			\$ 4,600.00
3 Contract Plans, Specs & Estimates	Final	Quantity F	2,424.00			\$ 2,424.00
3 Contract Plans, Specs & Estimates	Final	Estimates	606.00			\$ 606.00
3 Contract Plans, Specs & Estimates	Final	Specificat	1,212.00			\$ 1,212.00
3 Contract Plans, Specs & Estimates	Final	QCQA Fin	986.00			\$ 986.00
10 Project Management	PM	Progress I	1,428.00			\$ 1,428.00
10 Project Management	PM	Invoicing	1,148.00			\$ 1,148.00
Total			109,915.00		\$ 5,000.00	\$ 114,915.00



Project No: 251393.001
 Project: Cedar,Oak,Elm,Lea
 Client: Fairview Heights
 Rates: Class II

Rate: \$ 190.00 \$ 167.00 \$ 161.00 \$
 Hours: 10 175 24

Phase	SubPhase	Task	Project Engineer IV	Project Engineer III	Project Engineer II	Survey Crew (2 person crew)
1 Survey	Labor	Control Network				
1 Survey	Labor	Topo of highlighted roads				
2 Preliminary Engineering	Design	Review Existing Project Data		2		
2 Preliminary Engineering	Design	Site Visit				
2 Preliminary Engineering	Design	Alignment Development		2		
2 Preliminary Engineering	Design	Preliminary Corridor Modeling		8		
2 Preliminary Engineering	Design	Storm Sewer Layout/Modeling		8	24	
2 Preliminary Engineering	Design	Entrance Layout/Design		4		
2 Preliminary Engineering	Design	Utility Coordination		4		
2 Preliminary Engineering	Design	SHPO/EcoCAT		2		
2 Preliminary Engineering	Utility Locates	Allowance				
3 Contract Plans, Specs & Estimates	Pre-Final	Cover				
3 Contract Plans, Specs & Estimates	Pre-Final	General Notes		1		
3 Contract Plans, Specs & Estimates	Pre-Final	Summary of Quantities				
3 Contract Plans, Specs & Estimates	Pre-Final	Schedule of Quantities				
3 Contract Plans, Specs & Estimates	Pre-Final	Typical Sections		4		
3 Contract Plans, Specs & Estimates	Pre-Final	Alignment, Ties, Benchmarks		4		
3 Contract Plans, Specs & Estimates	Pre-Final	Plan Profile Sheets		16		
3 Contract Plans, Specs & Estimates	Pre-Final	Drainage Plan Profile Sheets		16		
3 Contract Plans, Specs & Estimates	Pre-Final	Drainage Details		6		
3 Contract Plans, Specs & Estimates	Pre-Final	Entrance Details		6		
3 Contract Plans, Specs & Estimates	Pre-Final	Erosion Control		4		
3 Contract Plans, Specs & Estimates	Pre-Final	Misc Details		6		
3 Contract Plans, Specs & Estimates	Pre-Final	Cross Sections		16		
3 Contract Plans, Specs & Estimates	Pre-Final	Quantity Calculations / Checks		16		
3 Contract Plans, Specs & Estimates	Pre-Final	Estimate of Cost		2		
3 Contract Plans, Specs & Estimates	Pre-Final	Estimate of Time		2		
3 Contract Plans, Specs & Estimates	Pre-Final	Technical Specifications		4		
3 Contract Plans, Specs & Estimates	Pre-Final	SWPPP		2		
3 Contract Plans, Specs & Estimates	Pre-Final	QCQA Pre-Final Submittal	4	2		
3 Contract Plans, Specs & Estimates	Final	Review City Comments		4		
3 Contract Plans, Specs & Estimates	Final	Disposition of Comments		2		
3 Contract Plans, Specs & Estimates	Final	Plan Revisions		8		
3 Contract Plans, Specs & Estimates	Final	Quantity Revisions		8		
3 Contract Plans, Specs & Estimates	Final	Estimates Revisions		2		
3 Contract Plans, Specs & Estimates	Final	Specification Revisions		4		
3 Contract Plans, Specs & Estimates	Final	QCQA Final Submittal	2	2		
10 Project Management	PM	Progress Meetings	4	4		
10 Project Management	PM	Invoicing		4		
Total			10	175	24	

						TWM Labor Totals				
\$	160.00	\$	136.00	\$	139.00	\$	118.00	\$	120.00	
	76		403		8		37		4	



APPENDIX 1

THOUVENOT, WADE & MOERCHEN, INC. SCHEDULE OF FEES

Principal	\$235.00
Senior Engineer	\$196.00
Senior Project Manager	\$196.00
Project Engineer V	\$193.00
Project Engineer IV	\$190.00
Project Engineer III	\$167.00
Project Engineer II	\$161.00
Project Engineer I	\$156.00
 Project Manager IV	 \$189.00
Project Manager III	\$176.00
Project Manager II	\$160.00
Project Manager I	\$146.00
 Senior Structural Engineer	 \$207.00
Structural Engineer V	\$205.00
Structural Engineer IV	\$197.00
Structural Engineer III	\$187.00
Structural Engineer II	\$175.00
Structural Engineer I	\$164.00
 Survey Crew (3 person crew)	 \$319.00
Survey Crew (2 person crew)	\$240.00
Survey Crew (2 person crew w/Robotics or GPS)	\$250.00
Survey Crew (1 person w/Robotics or GPS)	\$160.00
Survey Crew (2 person w/3D Scanner)	\$286.00
Survey Crew (1 person w/3D Scanner)	\$221.00
 Engineer III	 \$136.00
Engineer II	\$131.00
Engineer I	\$123.00
 Surveyor V	 \$193.00
Surveyor IV	\$176.00
Surveyor III	\$158.00
Surveyor II	\$139.00
Surveyor I	\$121.00
 3D Scanning Technician	 \$174.00
Technician VI	\$124.00
Technician V	\$115.00
Technician IV	\$106.00
Technician III	\$99.00
Technician II	\$96.00
Technician I	\$88.00
Jr. Technician	\$63.00
 IT Manager	 \$158.00
Systems Administrator	\$136.00
Senior Cad Designer	\$140.00
Cad Manager	\$136.00
Cad Designer IV	\$130.00
Cad Designer III	\$126.00
Cad Designer II	\$118.00
Cad Designer I	\$98.00
 Accountant III	 \$142.00
Accountant II	\$120.00
Accountant I	\$104.00
Word Processing	\$92.00
 Air & Vacuum Testing 2 Technicians w/ Equipment	 \$237.00
Live Sewer Testing	\$304.00
Mandrel Testing 2 Technicians w/ Equipment	\$217.00
Live Sewer Testing	\$285.00
Video Testing 1 Technician w/ Equipment	\$253.00
2 Technicians w/Equipment	\$345.00
 Outside Services (Consultants, Delivery Service, Express Mail, etc.)	At Cost plus 15%
Commercial Travel, Meals, Lodging & Other Expenses	At Cost
Travel (Non local) per Mile at current GSA rate.	



Appendix 2

Basic Scope of Services will include the following tasks:

Topographical survey of the project area, including ground shots of any marked utility lines

- Coordination with utilities and plot utilities based on information received.
- Submit for EcoCAT, SHPO, and Notice of Intent (NOI) to the EPA
- Prepare roadway design in accordance with IDOT BLRS guidelines and/or the attached Scoping Meeting Minutes, dated September 23, 2025.
- Prepare Plans, Specifications and Estimates for City review. Assume 2 Submittals: Preliminary and Final
- Allowance included for Utility Locating and/or potholing if conflicts are anticipated based on design and available utility information.

Additional items not included in Basic Scope (can be added for additional fee):

- Boundary Survey (ROW and lot lines to be established from County GIS)

Items not expected to be needed in this Project (can be added later for additional fee):

- Environmental Assessment/Screening beyond what is listed above
- Public Meetings / Coordination
- Sidewalk Design (none within project limits)
- Pavement Design
- Signage/Pavement Marking Design
- Waterline Design
- Sanitary Sewer Design
- Staging Plans (assume work to be completed under road closure)
- Land Acquisition documents (exhibits, legal descriptions, etc.)
- Appraisal fees and title commitments for any land acquisition
- Negotiation for land acquisition (assume by City)
- Traffic Analysis, Traffic counts, or Intersection Design Study (IDS)
- Project Development Report (PDR) and associated requirements
- Wetland Delineation
- Noise Analysis
- Archeological Investigations
- Construction phase services (by City)

Elm, Oak & Cedar Drives

Scoping Meeting

September 23, 2025, 2:00 p.m.

A scoping meeting for the engineering design for Elm, Oak and Cedar Drives was held at 2:00 p.m., in Meeting Room A, Fairview Heights City Hall. Those in attendance were:

Sheila Kimlinger, TWM, Inc.

Jeff Reis, TWM, Inc.

John Harty, Director of Public Works, City of Fairview Heights

Jill Huffman, Administrative Assistant, City of Fairview Heights

The following items were discussed:

- 1. Existing roadway has an approximate 2600-foot of oil and chip surface, asphalt pavement, concrete pavement, with ditch and culvert storm water conveyance.**
- 2. Propose to be approximate 2600-foot asphalt pavement, 4-inch binder, and 2-inch surface with 2-foot curb and gutter and storm sewer.**
- 3. Thirty-two feet back-to-back.**
- 4. No sidewalk.**
- 5. Cedar Drive cul-de-sac to be removed and replaced with asphalt, curb & gutter to match existing.**
- 6. Elm Drive changes surfaces – remove and replace with asphalt, curb & gutter.**
- 7. Small section of Lea Drive to be included in plans.**
- 8. New driveway aprons to right-of-way; after match in kind.**
- 9. Aggregate base; no lime stabilization.**
- 10. Areas where pavement is removed needs to be replaced in aggregate for residential access.**
- 11. Model 10 and 100 years for storm water design.**
- 12. RCP to be used under paved surfaces.**
- 13. HDPE may be used outside paved surfaces.**
- 14. Structures in place. TWM mentioned beehives on Cedar Drive.**
- 15. No new signage.**
- 16. No striping or stop bars.**
- 17. Utility coordination letters to be issued by TWM to utilities.**
- 18. Topo to capture all existing utilities.**

19. City will contact Caseyville Water and Caseyville Township Sewer District.
20. TWM mentioned they could include water/sewer plans, if needed.
21. City will contact JULIE for utility locations. Possibility of contacting Bloodhound for utility locations. City will discuss. TWM will provide a side quote for utility locations.
22. TWM will submit hourly rate for establishing ROW width.
23. Model 10 and 100 years for storm water design.
24. No drainage issues reported in the area.
25. TWM questioned pavement design thickness. City will discuss and inform TWM.
26. Staging not necessary.
27. Contractor layout to be a pay item.
28. Seed front lawns with salt resilient seed.
29. Plans to be on 11" x 17" sheets.
30. TWM to submit prefinal and final plans.
31. The City will communicate with residents and acquire necessary temporary construction easements. No public meetings necessary.
32. The City will advertise and distribute plans; accept and open construction bids.
33. This project is listed in the City's Capital Improvements and will be funded by the City's Home Rule Fund which is included in the current budget.
34. The City requests TWM's proposal no later than noon, Friday, October 10 in order to be presented to the Public Works Committee Meeting before approval at the City Council Meeting scheduled for on October 21.
35. Anticipate design to begin mid-November.
36. Anticipated letting in May/June; will discuss with City Engineer.
37. TWM will provide an intern hourly rate for observation, if needed.

PROPOSED RESOLUTION NO. 70-'25

A RESOLUTION AUTHORIZING THE MAYOR ON BEHALF OF THE CITY TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL SERVICES WITH GONZALEZ COMPANIES, LLC TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE KADLEC DRIVE IMPROVEMENTS PROJECT.

WHEREAS, it has been determined it necessary to obtain professional engineering services for the preparation of plans and specifications for improvements to Kadlec Drive, and

WHEREAS, it is the City's intent to fund these professional engineering services with the City's Home Rule Funds, and

WHEREAS, Gonzalez Companies, LLC has served the City in the past and has been selected now to perform said professional engineering services.

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

That the City of Fairview Heights does hereby authorize the Mayor to enter into an Agreement for Professional Services with Gonzalez Companies, LLC, 525 West Main Street, Suite 125, Belleville, Illinois 62220 to provide professional engineering services for improvements to Kadlec Drive for a sum amount of SEVENTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$75,000.00) per Gonzalez Companies, LLC's Agreement for Professional Services, 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



“EXHIBIT A”

Gonzalez Companies, LLC

Construction Management – Civil Engineering

525 W Main Street, Ste. 125

Belleville, IL 62220

618-222-2221 Fax: 618-222-2225

www.gonzalezcos.com

AGREEMENT FOR PROFESSIONAL SERVICES

TO CITY OF FAIRVIEW HEIGHTS
ATTN: JOHN HARTY
10025 BUNKUM ROAD
FAIRVIEW HEIGHTS, IL 62208

DATE September 30, 2025

PROJECT KADLEC DRIVE IMPROVEMENTS
PROJECT NO. TBD
DEPARTMENT Civil Design
PROJECT TYPE Design

SECTION 1 DEFINITIONS AND PARTIES

This is an AGREEMENT between GONZALEZ COMPANIES, LLC, hereinafter referred to as the ENGINEER, and CITY OF FAIRVIEW HEIGHTS hereinafter referred to as the CLIENT.

The CLIENT proposes to engage the ENGINEER to furnish certain professional services in connection with KADLEC DRIVE IMPROVEMENTS, which work is hereinafter referred to as the PROJECT.

SECTION 2 SCOPE OF SERVICES

BACKGROUND

The CLIENT has a desire to make improvements to Kadlec Drive from IL Route 159 east approximately 1,500' terminating near East Drive. Roadway improvements will consist of reconstruction of the roadway including new curb and gutter, storm sewer and asphalt pavement. A project scoping meeting was held and the full scope of work of items discussed is attached as Exhibit D.

TASK 1 BOUNDARY SURVEY

ENGINEER will perform property research to obtain plats and or deed documents as necessary for the definition of parcels within PROJECT corridor. ENGINEER will perform sufficient boundary survey work for the delineation of existing parcels and right-of-way along the project corridor.

ENGINEER will establish horizontal control points and vertical benchmarks within the project site, in order to establish control for future construction staking by the contractor.

ENGINEER will perform a topographic survey in sufficient detail to prepare construction documents for the PROJECT. The ENGINEER will tie-in visible and marked utilities based

upon a Joint Utility Locating Information for Excavators call. If utilities are not marked and additional efforts required to coordinate utility markings or survey of potholed utilities is required, the CLIENT will be billed on an hourly basis according to the Professional Service Rates as shown on Exhibit B.

It is anticipated that easements or right-of-way will be required for this project; however, preparation of easement documents will be the responsibility of the Client. Any support services required to obtain easement will be conducted on an hourly basis according to the Professional Service Rates as shown on Exhibit B.

TASK 2 PRELIMINARY PLANS

Upon completion of the work described in TASK 1, the ENGINEER will develop plan and profile sheets within the project corridor for the various improvements. Upon completion of the preliminary layout, it is anticipated that the ENGINEER and CLIENT will review the preliminary design in one (1) progress meeting.

Based upon the comments received, the ENGINEER will revise the plan and profile drawings and resubmit to the CLIENT for additional review and one (1) follow up meeting. Upon the second review meeting the ENGINEER will make changes one final time prior to moving to TASK 5.

TASK 3 FINAL PLANS

Final plans for the improvements associated with the project will include the plan and profile sheets developed under TASK 4, as well as contain construction schedules, drainage profiles, miscellaneous details, cross sections, summary of quantities, general notes, cover sheet, technical specifications and all documents required for bidding of the project.

ENGINEER will provide estimate of construction cost, as well as electronic copies of the bidding documents for the CLIENT's use in bidding the project.

ENGINEER will coordinate the proposed improvements with known utility companies by sending plans via email after review and approval of the preliminary plans developed in TASK 2, as well as upon completion of the final plans prepared in TASK 3. It is anticipated that the respective utility companies will review these plans and determine if conflicts exist with their utilities. If conflicts exist, relocation of the utilities may be required. If it is the CLIENT's desire to revise plans after completion of TASK 2 or TASK 3 to avoid relocation of utilities the ENGINEER will perform this additional work on an hourly basis according to the Professional Service Rates as shown on Exhibit B.

ASSUMPTIONS AND CLARIFICATIONS

Services during bidding or construction are not included in this agreement. If any services not specifically noted within the scope of services are required, these will be performed on an hourly basis according to the Professional Service Rate as shown on Exhibit B.

SECTION 3 TIME FOR PERFORMANCE

DELIVERABLE SCHEDULE

ENGINEER agrees to provide the final bidding documents based upon a mutually agreed upon schedule.

SECTION 4 COMPENSATION

The ENGINEER agrees to perform tasks 1 through 3 within SECTION 2 SCOPE OF SERVICES for a LUMP SUM fee of SEVENTY-FIVE THOUSAND dollars (75,000 USD) unless scope changes occur. The ENGINEER may submit invoices as frequently as monthly.

The ENGINEER will use the address listed below for receiving payments from the CLIENT.

Gonzalez Companies, LLC
Attn: Accounting
1750 S Brentwood Blvd., Ste. 700
St. Louis, MO 63144-1339

The CLIENT will use the address listed below for receiving invoices from the ENGINEER.

CITY OF FAIRVIEW HEIGHTS
ATTN: JOHN HARTY
10025 BUNKUM ROAD
FAIRVIEW HEIGHTS, IL 62208

SECTION 5 INCORPORATION OF EXHIBITS

The following documents are attached hereto and incorporated herein by this reference.

Exhibit A	Terms and Conditions
Exhibit B	Professional Service Rates
Exhibit C	Manhour Estimate
Exhibit D	Project Scoping Meeting Minutes

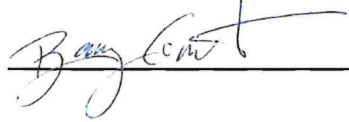
SECTION 6 ACCEPTANCE

This proposal is valid for thirty (30) calendar days. If this AGREEMENT meets your approval, please sign where noted below and return to our offices. We will treat this as notice to proceed unless instructed otherwise.

This AGREEMENT effective this 30 day of SEPTEMBER, 2025.

GONZALEZ COMPANIES, LLC

CITY OF FAIRVIEW HEIGHTS



Authorized client representative

Barry Grant

Print name

President

Print title

September 29, 2025

Date

Date

TERMS AND CONDITIONS

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. INSURANCE

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$500,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. Upon request, CLIENT/OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the CLIENT/OWNER. ENGINEER agrees to indemnify CLIENT/OWNER for the claims covered by ENGINEER's insurance.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contract(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. CLIENT/OWNER agrees to include ENGINEER as an indemnified party in CLIENT/OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as CLIENT/OWNER. Further, CLIENT/OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state of Missouri or if agreed in writing with CLIENT/OWNER where ENGINEER'S services are performed.

6. SERVICES AND INFORMATION

CLIENT/OWNER will provide all criteria and information pertaining to CLIENT/OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. CLIENT/OWNER will also provide copies of any CLIENT/OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project. CLIENT/OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The CLIENT/OWNER agrees to bear full responsibility for the technical

accuracy and content of CLIENT/OWNER-furnished documents and services.

In performing professional engineering, construction management, and related services hereunder, it is understood by CLIENT/OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the CLIENT/OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the CLIENT/OWNER's legal and financial interests. To that end, the CLIENT/OWNER agrees that CLIENT/OWNER or the CLIENT/OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the CLIENT/OWNER deems necessary to protect the CLIENT/OWNER's interests before CLIENT/OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS AND ASSIGNS

CLIENT/OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither CLIENT/OWNER nor ENGINEER will assign, sublet, or transfer and interest in this Agreement or claims arising therefrom without the written consent of the other.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. CLIENT/OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by CLIENT/OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at CLIENT/OWNER's sole risk and without liability or legal exposure to ENGINEER, and CLIENT/OWNER will define, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by CLIENT/OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

CLIENT/OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving no less than ten (10) business days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where the method of payment is "lump sum," time & material, or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination plus a fifteen percent fee mark-up for the final invoice amount. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become agreed upon before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit invoices for services rendered and CLIENT/OWNER will make prompt payments in response to ENGINEER's invoices. ENGINEER will retain receipts for reimbursable expenses in general accordance with rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by CLIENT/OWNER's auditors upon request.

If CLIENT/OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, CLIENT/OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice, so as not to hold payment. CLIENT/OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

CLIENT/OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER; ENGINEER retains the right to assess CLIENT/OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) calendar days from the date of the invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) business days prior written notice, to suspend the performance of its services until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to the Agreement, or Task Order, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of the Task Order. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of the Task Order. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the time of performance and compensation scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, and equitable adjustment shall be made, and the Task Order modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document or Task Order.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under the Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity, and other employment, statutes and regulations.

15. HAZARDOUS MATERIALS

CLIENT/OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, CLIENT/OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify CLIENT/OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to CLIENT/OWNER, suspend performance of services on that portion of the project affected by hazardous materials until CLIENT/OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations.

CLIENT/OWNER acknowledges that ENGINEER is performing professional services for CLIENT/OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this

Task Order. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Task Order for cause on 30 calendar days written notice. To the fullest extent permitted by law, CLIENT/OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting there from, and (ii) nothing in this paragraph shall obligate CLIENT/OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement and subsequent changes, including the exhibits and schedules made part hereof, constitute the entire agreement between ENGINEER and CLIENT/OWNER, supersedes and controls over all prior written or oral understandings. This agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. LIMITATION OF LIABILITY

ENGINEER's and its employees' total liability to CLIENT/OWNER for any loss or damage, including but not limited to special and consequential damages arising out of or in connection with the performance of services or any other cause, including ENGINEER's and its employees' professional negligent acts, errors, or omissions, shall not exceed the lesser of \$5,000 or the total compensation received by ENGINEER hereunder, and CLIENT/OWNER hereby releases and holds harmless ENGINEER and its employees from any liability above such amount.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, CLIENT/OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. UTILITY LOCATION

If underground sampling/testing is to be performed, a utility locating service shall be contracted to make arrangements for all utilities to determine the location of underground utilities. In addition, CLIENT/OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the CLIENT/OWNER's property which are not the responsibility of other private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The CLIENT/OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

20. ESCALATION

Annual rate escalation of 6% effective January 1, 2026.

21. PREPAYMENT

Upon acceptance of this Agreement by the CLIENT/OWNER, a payment of 6% of the total fee may be required to initialize the project and may be exercised by ENGINEER at any time.

22. JOB CANCELLATION FOR CONVENIENCE FEE

Because of potentially significant revenues from other projects forgone by the ENGINEER to take this project, if the project is cancelled by the CLIENT/OWNER, a cancellation fee of 10% of contract will be immediately due and payable for project's current billings, work-in-progress, and reimbursable expenses.

23. **PROJECT RESTART FEE**

Because of substantial cost incurred by the ENGINEER to stop and restart a project once it is underway, should this project's progress be halted at any time for thirty (30) or more calendar days by the CLIENT/OWNER, for any reason, a project restart fee of 10% of the total contract fee to date will be due and payable immediately.

24. **LATE PENALTY SCHEDULE**

All invoices not paid promptly will be subject to the following late payment penalty: 30 to 59 calendar days overdue, \$650; 60 to 89 calendar days overdue, \$850; 90 to 120 calendar days overdue, \$1250; in addition to the interest charges as outlined in term and condition 11.

25. **LIMITATION OF DESIGN ALTERNATIVES**

The ENGINEER will limit the number of design alternatives provided under this contract to three, upon which time the design will be considered complete.

26. **GRAPHICS CONTROL**

Because of its standing as a professional design firm, the ENGINEER has complete control over graphic content and presentation of all studies, reports, and all other documents produced under this agreement.

27. **HIGHER FEES PAID FOR CHANGES**

Any changes requested by the CLIENT/OWNER to the scope of services provided under this agreement after acceptance of 25% completion will be billed at 1.15 times billing rates.



2025 PROFESSIONAL SERVICE RATES

<u>Employee Classification</u>	<u>Rate</u>
Principal I	\$295
Project Manager XII	\$290
Project Manager XI	\$280
Project Manager X	\$270
Project Manager IX	\$260
Project Manager VIII	\$250
Project Manager VII	\$240
Project Manager VI	\$230
Project Manager V	\$220
Project Manager IV	\$210
Project Manager III	\$200
Project Manager II	\$190
Project Manager I	\$180
Survey Manager	\$165
Senior Structural Engineer III	\$190
Senior Structural Engineer II	\$185
Senior Structural Engineer I	\$175
Project Engineer XI	\$200
Project Engineer X	\$195
Project Engineer IX	\$185
Project Engineer VIII	\$175
Project Engineer VII	\$165
Project Engineer VI	\$155
Project Engineer V	\$145
Project Engineer IV	\$135
Project Engineer III	\$125
Project Engineer II	\$115
Project Engineer I	\$105
Survey Technician IV	\$110
Survey Technician III	\$105
Survey Technician II	\$95
Survey Technician I	\$85
Technician X	\$162
Technician IX	\$157
Technician VIII	\$142
Technician VII	\$132
Technician VI	\$122
Technician V	\$112
Technician IV	\$102
Technician III	\$92
Technician II	\$82
Technician I	\$72

Direct Costs

Mileage	IRS Current Standard Rate
Other Direct Costs	15% Markup
Subconsultant Costs	15% Markup

9/30/25

Fairview Heights - Kadlec Drive Improvements

MANHOUR ESTIMATE

PREPARED BY: TS

QA'ED BY: [INSERT NAME]

ROW ID	REVENUE PHASES, TASKS AND MILESTONES	Project Manager VIII	Survey Manager	Project Engineer V	Project Engineer III	Survey Technician IV	HOURS
1.00	Survey (Approximately 2,000')						
1.01	Project Coordination and Setup	4	1	4	4	1	14
1.02	Boundary Research		4				4
1.03	Boundary Survey & Resolution		8			12	20
1.04	Topographic Survey					32	32
1.05	Horizontal and Vertical Survey Control					2	2
1.06	Process Data, Draw Linework and Create Surface				16		16
1.07	Land Ties for Control Points				2		2
1.08	QA & Site Walkthrough	4	2	8			14
1.09	Pickup Survey					8	8
1.10							0
SUM	SUMMARY	8	15	12	22	55	112
2.00	Preliminary Design						
2.01	Horizontal and Vertical Alignment	16		8	10		34
2.02	Typical Sections	4		8	4		16
2.03	Drainage Design	16		8	16		40
2.04	Plan & Profile Sheets	4		8	16		28
2.05	Intersection Details	4		8	16		28
2.06	Misc. Details	2		4	8		14
2.07	Cross Sections	4		8	16		28
2.08	Develop Special Provisions	4			8		12
2.09	Coordination with Client on Design Details	8			4		12
2.10	QA	8					8
2.11							0
SUM	SUMMARY	70	0	52	98	0	220
3.00	Final Plans & Bidding Documents						
3.01	Construction Schedules	2		8	8		18
3.02	Finalize Drainage Profiles	8		8	8		24
3.03	Summary of Quantities, General Notes & Highway Standards	1		4	4		9
3.04	Cover Sheet				2		2
3.05	Bidding Documents	4			8		12
3.06	Estimate of Time and Cost	1			4		5
3.07	Utility Coordination	4		4	4		12
3.08	Final Project Review Meeting (Assume 1)	4					4
3.09	Incorporate Revisions and Finalize Plans	4		8	8		20
3.10	Check and Finalize Quantities	2		8	8		18
3.11	QA and Project Management	8		2	2		12
3.12							0
SUM	SUMMARY	38	0	42	56	0	136
TOTAL		116	15	106	176	55	468

Kadlec Drive

Scoping Meeting

September 23, 2025, 10:00 a.m.

A scoping meeting for the engineering design for Mark and Cari Drives was held at 10:00 a.m., in Meeting Room A, Fairview Heights City Hall. Those in attendance were:

Tony Schenk, Gonzalez Companies, LLC

John Harty, Director of Public Works, City of Fairview Heights

Jill Huffman, Administrative Assistant, City of Fairview Heights

The following items were discussed:

- 1. Existing roadway has an approximate 1500-foot oil and chip surface with ditch and culvert storm water conveyance.**
- 2. Propose to be approximate 1500-foot asphalt pavement, 4-inch binder, and 2-inch surface with 2-foot curb and gutter and storm sewer.**
- 3. Thirty-two feet back-to-back.**
- 4. No sidewalk.**
- 5. Project from just past the fire department to IDOT right-of-way.**
- 6. City mentioned eventually will improve Elvira Drive and East Drive.**
- 7. Natural flow of water will be through Kadlec. Gonzalez mentioned that everything comes to the center and then drains out.**
- 8. Gonzalez to take shots where storm sewer comes from Ashland over to Elvira.**
- 9. City will contact O'Fallon Water and Caseyville Township Sewer District.**
- 10. City will contact JULIE for utility locations.**
- 11. Gonzalez to base proposal on drainage structures from Ashland to Belle Drive.**
- 12. Gonzalez will need to push down profile to get it to back of curb.**
- 13. Gonzalez will evaluate drainage, but not include in improvement.**
- 14. Model 10 and 100 years for storm water design.**
- 15. RCP to be used under paved surfaces.**
- 16. HDPE may be used outside paved surfaces.**
- 17. City stated to include apron replacement at IL Rte 159. Will need IDOT permit.**
- 18. Concrete aprons will be to right-of-way and will be replaced in kind.**
- 19. Contractor layout to be a pay item.**

- 20. Plans to be on 11" x 17" paper.**
- 21. The City will communicate with residents and acquire necessary temporary construction easements. No public meetings necessary.**
- 22. The City will advertise and distribute plans; accept and open construction bids.**
- 23. This project is listed in the City's Capital Improvements and will be funded by the City's Home Rule Fund which is included in the current budget.**
- 24. The City requests Gonzalez's proposal no later than Friday, October 10 in order to be presented to the Public Works Committee Meeting before approval at the City Council Meeting scheduled for on October 21.**
- 25. Anticipate design to begin mid-November.**
- 26. Gonzalez questioned the timeframe for final design and bid date. The City will discuss with City Engineer and call Gonzalez.**

RESOLUTION NO. 71-'25

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH RISK MANAGEMENT ASSOCIATION FOR THE PURCHASE OF LIABILITY & WORKMEN'S COMPENSATION INSURANCE FOR THE CITY OF FAIRVIEW HEIGHTS EFFECTIVE JANUARY 1, 2026 THROUGH JANUARY 1, 2027.

WHEREAS, the City of Fairview Heights, Illinois is in need of Liability & Workmen's Compensation Insurance for the City; and

WHEREAS, Risk Management Association, 500 East Capitol Avenue, Springfield, IL 62705 has submitted a proposal for the purchase of Liability & Workmen's Compensation Insurance through the Risk Management Association.

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

That the Mayor be and is hereby authorized to enter into an agreement with Risk Management Association for the purchase of Liability & Workmen's Compensation Insurance, not to exceed five hundred seventy-two thousand three hundred seventy dollars and sixty-three cents.(\$572,370.63) effective January 1, 2026 through January 1, 2027 pursuant to the proposal which is 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

Illinois Municipal League



Risk
Management
Association

INVOICE

PO Box 5180, Springfield, IL 62705-5180 | Ph: (217) 525-1220 | Fax: (217) 525-7438

Please return this agreement with payment
after completing the information below
and on the reverse side.

Date: October 1, 2025

Member: City of Fairview Heights

Account #: 0187

Indicate Payment Option (from list below): _____

Amount Enclosed: \$ _____

BILLING DETAIL

MAKE CHECK PAYABLE TO RMA

2026 IML RISK MANAGEMENT ASSOCIATION ANNUAL PREMIUM

Work Comp	\$245,235
Auto Liability & Comprehensive General Liability	\$186,207
Portable Equipment	\$3,422
Auto Physical Damage	\$12,147
Property	\$129,626
	<u>\$576,637</u>
2026 ILLINOIS MUNICIPAL LEAGUE MEMBERSHIP DUES*	<u>\$1,500</u>

INVOICE TOTAL

\$578,137

**PLEASE CHOOSE ONE OF THE FOLLOWING
PAYMENT OPTIONS and enter it in the space provided
above:**

OPTION #1 – Early Pay 1% Discount

Initial Premium	\$576,637.00
Minus 1% Discount	\$5,766.37
Premium Total	\$570,870.63
Illinois Municipal League Dues	\$1,500.00
Total Amount Due By 11/14/25	\$572,370.63

OPTION #2 – Pay Annual Amount

Premium Total	\$576,637.00
Illinois Municipal League Dues	\$1,500.00
Total Amount Due By 12/12/25	\$578,137.00

OPTION #3 – Pay in two installments Includes 1% Processing Charge

Initial Premium	\$576,637.00
Plus 1% Processing Charge	\$5,766.37
Premium Total	\$582,403.37
Illinois Municipal League Dues	\$1,500.00
Total Amount Due	\$583,903.37

MUST BE RECEIVED BY 12/12/25

\$291,951.69 Due by 12/12/25

\$291,951.68 Due by 5/15/26

**Membership with the Illinois Municipal League (IML) is a
requirement to remain a member of the IML Risk
Management Association.*

On behalf of the municipality named above ("Member"), I
hereby warrant that I have the authority to sign this
agreement on the Member's behalf. (If choosing the
installment option, I acknowledge and understand that it is
afforded only as a benefit for budgeting purposes and is not
meant to allow for mid-term withdrawal.) I acknowledge and
understand that Article 5 of the Intergovernmental
Cooperation Contract ("Contract") prohibits termination of the
Intergovernmental Cooperation Contract no less than 120 days
prior to the first day of January of any given year. Per Article 5,
I warrant that the Member will adhere to the Contract and pay
all amounts when due.

All agreements must be returned to RMA by 12/12/2025.

Municipal Official (please sign):

Title: _____

Date: _____

Payments received after 12/12/25 will be charged the Total
Amount Due in Option 3, whether paying in full or by installments.