RETURN TO AGENDA

City of Fairview Heights

CITY COUNCIL MEETING AGENDA
10025 BUNKUM ROAD
FAIRVIEW HEIGHTS, IL 62208
November 18, 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

B. Pledge of Allegiance

C. Invocation

D. Roll Call

E. Public Participation

F. Consent Agenda:
- **City Council Minutes – November 04, 2025**
- **Finance Director's Report**
- **Presentation of Bills - $ 3,052,885.85**

G. Committee Reports

H. Communications from Mayor

I. Communication from Elected Officials

J. UNFINISHED BUSINESS

Proposed Ordinance No. 25-'25 an Ordinance authorizing a redevelopment agreement between the City of Fairview Heights, Illinois and Lincoln Place Capital, LLC for a Redevelopment Project at 6101 N Illinois Street in the City of Fairview Heights. (Community Committee)

K. NEW BUSINESS

Proposed Ordinance No. 26-'25 an Ordinance repealing Chapter 16, of Ordinance No. 190, "The Revised Code," Chapter 16, Fees and Salaries, Article I – Salaries, and establishing a new Article I Salaries; an Ordinance establishing salaries of appointed officials and employees of the City of Fairview Heights, IL 2025-2026.

Omnibus Reading – Proposed Ordinances No. 27-30-'25

Proposed Ordinance No. 27-'25 an Ordinance to provide for the levy of a tax for Library purposes, pursuant to the Local Library Act (15 ILCS 5/3-1), for the City of Fairview Heights, St. Clair County, IL for the fiscal year beginning May 1, 2026 and ending April 30, 2027. (Administration Committee)

Proposed Ordinance No. 28-'25 an Ordinance abating the tax hereto levied for Library purposes for the fiscal year starting May 1, 2026, and ending April 30, 2027, in the amount of NINE HUNDRED SIXTY-EIGHT THOUSAND TWO HUNDRED THIRTY-SIX DOLLARS ($968,236.00). (Administration Committee)

Proposed Ordinance No. 29-'25 an Ordinance abating the tax hereto levied for the year 2025 to pay the principal of and interest on the NINE MILLION FOUR HUNDRED SEVENTY THOUSAND DOLLAR ($9,470,000.00) General Obligation Bonds, Series 2017 of the City of Fairview Heights, St. Clair County, Illinois. (Administration Committee)

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K. NEW BUSINESS - CONTINUED

Proposed Ordinance No. 30-'25 an Ordinance abating the tax hereto levied for the year 2025 to pay the principal of and interest on the SEVEN MILLION NINE HUNDRED TWENTY-FIVE THOUSAND DOLLAR ($7,925,000.00) General Obligation Bonds, Series 2018 of the City of Fairview Heights, St. Clair County, Illinois. (Administration Committee)

Proposed Resolution No. 72-'25 a Resolution authorizing the Mayor on behalf of the City to enter into an Engineering Services Agreement with Gonzalez Companies, LLC to provide Professional Engineering Services for the Second Phase of improvements to Longacre Drive from Ruby Lane to Union Hill Road. (Operations Committee)

Proposed Resolution No. 73-'25 a Resolution authorizing the Mayor on behalf of the City of Fairview Heights to enter into an agreement with the County of St. Clair, Village of Swansea, City of Fairview Heights and the JMT Enterprise Group, LLC for the construction of a Signalized Intersection at Frank Scott Parkway, DePaul Drive and Jennings Station Drive. (Operations Committee)

L. MOTION

None

M. ADJOURNMENT

RETURN TO AGENDA

CITY OF FAIRVIEW HEIGHTS
CITY COUNCIL MINUTES
November 04, 2025

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

ROLL CALL

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

PUBLIC PARTICIPATION

James E. Griffin brought to the attention of Council about an incident involving the Police Department on his property.

Victoria Griffin addressed the Council on the same issue.

Sharon Kassing spoke about the recent Salute to the Arts Fair.

CONSENT AGENDA

Alderman Pat Peck moved to approve the October 21, 2025 City Council Meeting Minutes. Seconded by Alderman Anthony LeFlore.
Roll call on the October 21, 2025 City Council Meeting Minutes showed Aldermen LeFlore, Poletti, Menn, Frawley, King, Winkeler, Brumfield, Harris, Wagner and Peck voting "Yea". Motion passes with 10 yeas.

COMMITTEE REPORTS

The Mayor announced that the Administration and Operations Committee will be held on November 12, 2025 at 7:00 P.M.

COMMUNICATIONS FROM THE MAYOR

Mayor Mark began by discussing the effects of the government shut down and how any contributions made to the food pantry would be greatly appreciated and can help those in need. Mayor Kupsky informed us on Wednesday, November 5th, 2025 is the Chamber of Commerce State of the City of Fairview Heights, O'Fallon, and Shiloh. On Thursday, November 06, 2025 at 10:00 A.M. will be the opening of Liberty Bike Trail. Mayor announced on Saturday, November 08, 2025 will be the first Winter Festival on the roundabout near Mueller Furniture, many thanks to Dallas Alley, Director of the Land Use Department, Ryan Jenkins, Economic Development Coordinator, and Heather Hinson, HR Coordinator for all their efforts and hard work in putting the event together. Mayor proceeded to inform us that on November 19, 2025 at 6:00 P.M. there will be a Santa Parade at the St. Clair Square Mall.

RETURN TO AGENDA

COMMUNICATIONS FROM THE MAYOR - CONTINUED

Mayor stated there will be a Flag Raising Ceremony on November 11, 2025 at 9:00 A.M. in front of the City Hall Building with the VFW. Mayor Mark stated he will be on vacation and will make a motion to appoint a temporary Chairman to host the meetings but will still continue to act as his role as Mayor.

COMMUNICATIONS FROM ELECTED OFFICIALS

Alderman Pat Peck discussed the Citizens and Senior Police Academy Graduation Ceremony.
Alderman Pat Peck announced the next Trekking for Trash is on November 08, 2025.

Alderman Frank Menn discussed more about the Liberty Bike Trail.

UNFINISHED BUSINESS

Proposed Ordinance 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 authoring the sale of said bonds to the purchaser thereof. Proposed Ordinance No. 24-'25 was read for the second time.
Roll call on Proposed Ordinance No. 24-'25 showed Aldermen LeFlore, Poletti, Menn, Frawley, King, Winkeler, Brumfield, Harris, Wagner and Peck voting "Yea". Motion passes with 10 yeas.
Proposed Resolution No. 24-'25 passed on 10 yeas
Proposed Resolution No. 24-'25 now becomes **ORDINANCE NO. 2008-2025**

NEW BUSINESS

Proposed Ordinance No. 25-'25 an Ordinance authorizing a redevelopment agreement between the City of Fairview Heights, Illinois and Lincoln Place Capital, LLC for a Redevelopment Project at 6101 N Illinois Street in the City of Fairview Heights. Motion made by Alderman Wagner. Seconded by Alderman Frawley. Proposed Ordinance No. 25-'25 was read for the first time.

Motion made by Alderman Poletti to appoint Alderperson Frank Menn as Temporary Chairman of the following meetings in the absence of the Mayor pursuant to Section 3.1-35-35(b) of the Illinois Municipal code (65 ILCS 5/3.1-35-35(b)):

- November 12, 2025 Administration/Operation Committee Meeting;
- November 18, 2025 City Council Meeting;
- November 19, 2025 Community Committee Meeting.

Seconded by Alderman Peck.
Roll call on the motion showed Aldermen LeFlore, Poletti, Menn, Frawley, King, Winkeler, Brumfield, Harris, Wagner and Peck voting "Yea". Motion passes with 10 yeas.

Motion made by Alderman Peck to move on behalf of the Mayor and City Council, that the City of Fairview Heights donate $5000 to the Fairview Heights Food Pantry to support individuals and families in our community, that are affected by the Government Shutdown, specifically government employees, members of our military and those affected by the SNAP Benefit Freeze. Further to direct the Finance Director to make the necessary budget adjustments required to support this donation.
Seconded by Alderman LeFlore.
Roll call on the motion showed Aldermen LeFlore, Poletti, Menn, Frawley, King, Winkeler, Brumfield, Harris, Wagner and Peck voting "Yea". Motion passes with 10 yeas.

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

Meeting adjourned at 7:33 P.M.

Respectfully submitted,

KAREN KAUFHOLD
CITY CLERK

RETURN TO AGENDA

Memo

To: Mayor & City Council

From: Gina Rader - Director of Finance

CC: City Clerk & Directors

Date: November 13, 2025

Re: Finance Report – November 18, 2025 City Council Meeting

Bill List

The Bill List for October 2025 was presented to the Finance Committee and recommended to be forwarded to the November 18, 2025 City Council Meeting. The amount is $3,052,885.85.

Sales Tax Report

Attached is the November 2025 Sales Tax Report. This month, the City has achieved another increase of 4.2% ($28,884.10), bringing us $276,980.11 ahead of where we were at this time last year. We are demonstrating solid growth in our sales tax revenues.

FY 24-25 Audit

Auditors from Scheffel-Boyle are finishing the FY 24-25 Audit, this will be presented at the December 2025 Finance Committee Meeting.

Six-Month Budget Review

We will conduct the six-month budget review at the December 2025 Finance Committee Meeting. Currently, I don't expect any major changes to the budget.

New Finance Department Employee

We have a new face in the Finance Department. Jana Calvin is our new employee seated in the first-floor finance department. Jana comes to us with a great history of accounting experience and customer service. She is currently training with Kelly Youngman. Kelly has announced her retirement, her last day is January 5, 2026. Gina Petrunich's last day with the city was October 17, 2025. There will be more new faces in the Finance Department in the near future.

RETURN TO AGENDA

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

DISTRIBUTION MONTH	MAY 2018 - APRIL 2019	MAY 2019 - APRIL 2020	MAY 2020 - APRIL 2021	MAY 2021 - APRIL 2022	MAY 2022 - APRIL 2023	MAY 2023 - APRIL 2024	MAY 2024 - APRIL 2025	MAY 2025 - APRIL 2026	% CHANGE	CHANGE IN DOLLARS
MAY	$ 553,114.13	$ 490,116.91	$ 518,363.86	$ 485,349.04	$ 566,819.87	$ 611,908.51	$ 629,180.65	$ 622,533.94	-1.1%	$ (6,646.71)
JUN	676,704.83	654,604.36	473,959.16	779,052.70	762,542.61	743,018.96	741,809.41	783,008.20	5.6%	$ 41,198.79
JUL	555,320.85	572,195.98	292,786.39	671,227.76	729,663.46	646,895.58	645,682.49	701,715.12	8.7%	$ 56,032.63
AUG	607,357.54	585,032.16	352,983.85	705,072.08	696,071.59	671,800.32	672,068.48	708,685.86	5.5%	$ 36,617.38
SEP	623,578.60	610,349.55	573,698.65	769,875.25	723,295.00	714,236.85	686,146.56	755,562.63	10.1%	$ 69,416.07
OCT	540,557.44	562,791.28	553,942.65	644,304.43	655,076.98	633,142.68	662,673.06	714,150.91	7.8%	$ 51,477.85
NOV	570,594.16	561,747.98	539,090.76	669,316.96	657,316.09	666,756.88	681,623.37	710,507.47	4.2%	$ 28,884.10
DEC	577,677.65	585,185.60	588,959.31	639,166.02	711,995.75	687,640.20	661,750.89			
JAN	560,273.13	581,553.25	552,631.29	666,763.34	688,819.03	667,526.21	761,850.84			
FEB	668,036.72	644,092.22	555,336.35	707,919.44	717,165.05	722,678.85	779,355.75			
MAR	870,591.30	865,433.15	800,244.14	1,021,806.92	938,892.59	965,462.25	954,362.92			
APR	457,194.13	482,774.60	499,297.62	567,463.90	591,594.14	597,229.68	581,935.70			
YTD TOTAL	$ 7,261,000.48	$ 7,195,877.04	$ 6,301,294.03	$ 8,327,317.84	$ 8,439,252.16	$ 8,328,296.97	$ 8,458,440.12	$ 2,815,943.12	-66.7%	$ 276,980.11
YTD CHANGE	-1.8%	-0.9%	-13.6%	33.7%	1.1%	-1.5%	1.9%			
MONTHLY AVG	$ 605,083.37	$ 599,656.42	$ 525,107.84	$ 693,943.15	$ 703,271.01	$ 694,024.75	$ 704,870.01			

11/13/2025

PROPOSED ORDINANCE NO. 25-25

AN ORDINANCE AUTHORIZING A REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF FAIRVIEW HEIGHTS, ILLINOIS AND LINCOLN PLACE CAPITAL, LLC FOR A REDEVELOPMENT PROJECT AT 6101 N ILLINOIS STREET IN THE CITY OF FAIRVIEW HEIGHTS

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

WHEREAS, Lincoln Place Capital, LLC desires to undertake site improvements at 6101 N Illinois Street, Fairview Heights, IL, 62208 and currently owns the real estate underlying the Project Area; and

WHEREAS, the Community Committee of the City Council met on October 22, 2025 to review the application for the Project and recommended approval of the application to be incorporated into a Redevelopment Agreement; and

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

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

SECTION 1. INCORPORATION OF THE RECITALS

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

SECTION 2. REDEVELOPMENT AGREEMENT

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

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

RETURN TO AGENDA

READ FIRST TIME: 11/04/2025

READ SECOND TIME:

PASSED:

APPROVED:

____
MARK T. KUPSKY – MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

____
KAREN J. KAUFHOLD – CITY CLERK

RETURN TO AGENDA

CITY OF FAIRVIEW HEIGHTS, ILLINOIS
REDEVELOPMENT AGREEMENT

LINCOLN PLACE CAPITAL, LLC

Redevelopment of Retail Commercial Space

located at 6101 North Illinois Street - Fairview Heights, Illinois

FAIRVIEW
HEIGHTS

REDEVELOPMENT AGREEMENT

This Redevelopment Agreement ("Agreement") dated as of________________, 2025, is made by and between the City of Fairview Heights, St. Clair County, Illinois, 10025 Bunkum Road, Fairview Heights, Illinois, 62208 ("City"), and Lincoln Place Capital, LLC, 275 Madison Ave, Suite 1100 New York, NY 10016. or its assigns, as provided by and limited to the terms of this Agreement, ("Developer"). The City and the Developer shall be referred to collectively as "Parties."

RECITALS

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

WHEREAS, the Developer desires to undertake site improvements at 6101 North Illinois Street, Fairview Heights, Illinois, 62208 (the "Project Area") and the Developer currently owns the real estate underlying the Project Area.

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

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

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

1. INCORPORATION OF RECITALS.

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

2. REPRESENTATIONS AND WARRANTIES.

(a) To induce the City to execute this Agreement and perform its obligations hereunder, the Developer represents and warrants to the City as follows:

(i) The Developer is a duly organized and validly existing limited liability company organized and in good standing under the laws of the State of Illinois, authorized to do business in the State of Illinois.

(ii) The documents to which the Developer is a party which pertain to the Project ("Developer Documents"), when executed and delivered by the Developer, will be the legal, valid and binding obligations of Developer and will be enforceable in accordance with their terms except to the extent that enforcement may be limited by any applicable bankruptcy, reorganization, insolvency, moratorium or other law or laws affecting the enforcement of creditors' rights generally or against entities such as the Developer and further subject to the availability of equitable remedies.

(iii) To Developer's knowledge, no event has occurred and is continuing which, with the lapse of time or the giving of notice, or both, would constitute a default under the Developer Documents.

(iv) No litigation or proceedings in any court, governmental body or administrative agency are pending or are threatened against the Developer to perform his/its obligations pursuant to and as contemplated by this Agreement or under any of the Developer Documents; or materially adversely affect the operation or financial condition of the Developer;

(v) The execution, delivery, and performance by the Developer of this Agreement does not constitute or will not, upon the giving of notice or lapse of time, or both, constitute a breach or default under any other agreement to which the Developer is a party of by which the Developer or Developer's property may be bound or affected.

(vi) The persons executing the Agreement and who will execute the Developer Documents on behalf of the Developer have been duly authorized by all appropriate action to enter into, execute and deliver this Agreement and the Developer Document and perform the obligations contained herein and therein.

(vii) To Developer's knowledge, the construction of the Project by the Developer does not violate: (I) any applicable statute, law, regulation, rule, ordinance or executive or judicial order of any kind (including, without limitation, zoning and building laws, ordinances, codes or approvals and environmental protection laws or regulations); or (ii) any building permit, restriction of record or any agreement affecting the Project in any material respect.

(b) The City represents and warrants to the Developer as follows:

(i) The City has authority under the City's home rule power granted in the 1970 Constitution of the State of Illinois and under the TIF Act to enter into, execute, and deliver this Agreement and perform the City's obligations pursuant to the terms contained in this Agreement.

(ii) The persons executing this Agreement on behalf of the City have been duly authorized by all appropriate action into entering into, execute and deliver this Agreement.

(iii) The documents to which the City is a party pertaining to this Agreement and the ordinance relating thereto ("City Documents"), when executed and delivered by the City, or when adopted by the City in the case of the ordinance, will be the legal, valid and binding obligations of the City enforceable in accordance with their terms, except to the extent that enforcement thereof may be limited by any applicable bankruptcy, reorganization, insolvency moratorium or other law or laws affecting the enforcement of credits' rights generally or against entities such as the City and further subject to the availability of equitable remedies.

(iv) To the City's knowledge, no event has occurred and is continuing which, with the lapse of time or the giving of notice, or both, would constitute an event of Default by the City under the City Documents. For the purposes of this Agreement, "the City's knowledge" shall mean the actual knowledge of the Director of Land Use and Economic Development (DLED).

(v) No litigation or proceedings are pending in any court, governmental body or administrative agency or, to the City's knowledge, are threatened against City which will materially adversely affect the ability of the City to perform its obligations pursuant to and as contemplated by the terms and provision of this Agreement or the City Documents, except as provided for herein.

(vi) To the City's knowledge, the execution, delivery and performance by the City of this Agreement does not constitute or will now, upon the giving of notice or lapse of time or both, constitute a breach or default under any other agreement to which City is a party or by which the City or the City's property may be bound, which will prevent performance by the City of the City's obligations under this Agreement and the City Documents.

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

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

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

Developer and any heirs and/or successors shall:

(i) Commit to private investment in the Project of no less than $475,000, including, but not limited to, acquisition, site clearance, construction, and site improvements to be completed no later than December 15, 2026; and

(ii) Provide the City with lien waivers and a Certificate of Affidavit documenting all expenditures prior to reimbursement by the City; and

(iii) Create (or lease the Project to a tenant that creates) ten (10) FTE jobs within the first year following the Project Completion Date; and

(iv) Create (or lease the Project to a tenant that creates) five (5) FTE jobs within two to five (2-5) years following the Project Completion Date; and

(v) Prior to expiration of the 12-year period described in Section 4(d) below, not petition to St. Clair County for any reduction in assessed valuation without prior consent of the City; and

(vi) Comply at all times in all material respects with all existing and applicable Federal, State, County, and Local laws, regulations and ordinances, including, but not limited to, those which establish the applicable prevailing wage to be paid by the Developer to workers on the Project. Developer, like the City, acknowledges the value of trade unions in construction projects, and agrees that 100% of Developer's labor related to demolition will be provided by contractors using labor provided by participating member trade unions affiliated with the Southwestern Illinois Building and Trades Council and Developer will cause its general contractor to solicit bids from subcontractors affiliated with such unions for the balance of the Project. All work and labor performed in whole or in part with regard to the Project that is covered or compensated by City economic incentives shall be provided by contractors using labor provided by participating member trade unions affiliated with the Southwestern Illinois Building and Trades Council unless Developer demonstrates to the reasonable satisfaction of the City that such contractors failed to provide competitive bids for such work or were not available to perform such work without materially delaying Developer's construction timeline, in which case the work and labor related to the Project shall be provided by contractors using labor provided by participating member trade unions affiliated with other Building and Trades Councils; and

(vii) Hold the City harmless concerning provision of incentives or suffer injunction under legal action against the City; and

(viii) Reimburse the City for any and all public funds provided to the Developer in the event that the Developer fails to meet the obligations set forth in this Agreement resulting in an Event of Default under Section 6(d); and

(ix) Complete and return annually a Development Agreement Reporting Form provided as the second attachment to this Agreement; and

(x) Agree that any expenses incurred for the Project prior to the date of approval by the City Council are not eligible for reimbursement through provisions of this Agreement; and

(xi) Obtain and maintain all insurance coverages required by section 37-4-1 of the Revised Code of Ordinances of Fairview Heights, Illinois, and name the City as an additional insured on the policies of insurance specified therein, as set for the in Section 5(c) to this Agreement; and

(xii) Issue at least thirty (30) days written notice to the City that the payment(s) required of the City pursuant to Section 4(a) is/are due.

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

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

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

(c) Limited Applicability of DLED Approval. Any approvals of the Project or Development Plans by the DLED are for the purposes of this Agreement only and do not affect or constitute approvals required for building permits or approvals required pursuant to any other ordinance, resolution, or other requirements of the City and such approval does not constitute approval or endorsement of the quality, structural soundness, safety or economic feasibility of the Project.

(d) Constructing the Project. Prior to commencement of the Project pursuant to this Agreement, the Developer shall deliver the following to the DLED:

(i) The general contractor's sworn statement setting forth all then-existing contracts and all of the projected and anticipated costs of the Project;

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

(iii) The contract between Developer and the General Contractor for the construction of the Project; and

(iv) A copy of the application of the building permit with regard to the construction of the Project showing all fees paid.

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

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

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

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

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

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

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

4. FINANCING REQUIREMENTS AND CITY ASSISTANCE.

(a) Verification of Redevelopment Project Costs. The Developer shall substantially perform all of its obligations under this Agreement and furnish the City with a cost analysis certified by an independent party, setting forth all redevelopment project costs for the Project on or before December 15, 2026.

(b) Maximum Reimbursement. The City shall remit to the Developer the requested sales tax rebate set forth above, in an amount not to exceed a total reimbursement of $75,000.00 to be rebated to the Developer on an annual basis as described in the disbursement schedule.

(c) Misc.

(i) City will not unreasonably withhold consent for the Developer's application to St. Clair County for reduction in assessed valuation pursuant Section 3(a) of this Agreement.

(d) Prior Consent. Prior to December 31, 2037 the Developer shall not petition to St. Clair County for any reduction in assessed valuation without prior consent of the City.

5. DEVELOPER'S COVENANTS.

(a) Use Restrictions. Equal Opportunity Laws and Covenants Running with the Land. The Developer covenants and agrees as follows:

(i) The Project Area shall be utilized solely for construction of improvements to be used in accordance with the Site Plan, the terms and provision of this Agreement, the commitment, and all applicable state and local laws, ordinances, and regulations.

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

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

(i) Any condition of the Project or the Project Area, including without limitation any environmental condition;

(ii) Any breach or default on the part of the Developer in the performance of any of its obligations under this Agreement not due to any act of neglect, willful misconduct or default under this Agreement by the City Parties;

(iii) Any failure of the Developer or any contractor to pay contractors, subcontractors or material men;

(iv) Any material misrepresentation or omission in the Developer's documentation to City to participate as the Developer of the Project which is the result of information supplied or omitted by the Developer or by agents, employees, contractors or persons acting under the control or at the request of the Developer;

(v) Any failure of the Developer to redress any misrepresentations or omissions in this Agreement or any other agreement relating hereto;

(vi) Any act or negligence of the Developer or of any of its agents, contractors, servants, employees or licensees;

(vii) Any act or negligence of any assignee or lessee of the Developer, or of any agents, contractors, servants, employees or licensees of any assignee or lessee of the Developer; and

(viii) Any claim, cost or damage with regard to the use or misuse of the Project by the Developer.

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

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

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

(i) Commercial General Liability Insurance (CGL) providing for coverage equivalent to the Insurance Services Office Commercial General Liability Coverage Form No. CG 0001 12 07. Required liability insurance coverage shall be written in the occurrence form and shall provide coverage for operations of the Developer, operations for subcontractors (contingent or protective liability); completed operations; broad form property damage and hazards of explosion, collapse and underground; and contractual liability. The General Aggregate Limit shall be endorsed on a per-project basis with coverage of at least Two Million Dollars ($2,000,000.00) per occurrence. The CGL policy shall have a projects-completed operations aggregate limit of Two Million Dollars ($2,000,000.00) and each occurrence limit of One Million Dollars ($1,000,000.00).

(ii) Commercial Automobile Liability. The policy shall cover owned non-owned, and hired vehicles. The Commercial Automobile Liability policy shall provide a Bodily Injury & Property Damage Liability Limit of One Million Dollars ($1,000,000.00), per each occurrence.

(iii) Employers Liability Coverage, providing for coverage of at least Five Hundred Thousand Dollars ($500,000.00) and each employee limit of Five Hundred Thousand Dollars ($500,000.00).

(iv) Umbrella Liability. Any policy shall provide excess limits over and above the other insurance limits stated herein. The Developer may purchase insurance for the full limits required or by a combination of primary policies for lesser limits and remaining limits provided by the umbrella policy.

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

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

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

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

6. PERFORMANCE

(a) Time is of the Essence. Time is of the essence of this Agreement.

(b) Permitted Delays. Neither the City nor the Developer shall be considered in breach of obligations with respect to the commencement and completion of the Development requirements in the event of delay in the performance of such obligations due to unforeseeable causes beyond such party's control and without such party's fault or negligence including, but not limited to, any delays or halts in the construction of the Project which are compelled by court order, acts of God, acts of the public enemy acts of the United States or any state government or authority, acts of the other part, fires, floods, epidemics, quarantine restrictions, strikes, embargoes and severe weather or delays of subcontractors due to any such causes. The time for the performance of the obligations shall be extended for the period of the enforced delay if the City or the Developer, as the case may be, seeking the extension shall notify in writing the other party within twenty (20) days after the beginning of any such delay and such party utilizes diligence in attempting to complete performance of its obligations.

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

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

(d) Event of Default. For purposes of the Agreement, the occurrence of any one or more of the following shall constitute an "Event of Default":

(i) If any warranty or representation made or furnished by the City or by the Developer (including, without limitation, the representations and warranties of the Developer described in Section 2), was not true and correct at any time made.

(ii) If the City or the Developer is in breach of any material provisions of this Agreement or any other agreement between the City and the Developer.

(iii) If any petition is filed by or against City or the Developer under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereinafter existing, provided that, in the case of an involuntary proceedings, such petition is not vacated, stayed or set side within ninety (90) days after filing.

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

(vi) If City fails to fulfill its obligations set forth in Section 4; or

(vi) If the Developer fails to comply with the use, occupancy and accessibility covenants affecting the Property described in Section 3 above; or

(vii) If the Developer fails to comply with the non-discrimination covenants described in Section 5 and the Affirmative Action Obligations set forth in Section 7; or

(viii) Failure of the Developer to pay real estate taxes or special assessments affecting the Project when due, or placing thereon any encumbrance or lien other than Financing or suffering any levy or attachment to be made, or any materialman's or mechanics' lien, or any other unauthorized encumbrance or lien to attach to the Project or any part thereof, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the City made for such payment, removal or discharge within twenty (20) days after written demand by City to remove such lien or encumbrance; or

(ix) The Developer makes any assignment, pledge, encumbrance, transfer or other disposition as prohibited by this Agreement; or

(x) If either City or the Developer defaults in performance of any of its other obligations under this Agreement and does not cure the same within thirty (30) days of written notice from the other party; or

(xi) The Developer allows the conduct of general business operations at the Project Area to permanently cease after initial commencement within two (2) years of the Project Completion Date.

(e) Prior to the Issuance of Certificate. If prior to the time the City issues its Certificate of Completion, Developer shall default in any specific manner as described in Section 6(d), then City may, upon written notice to Developer and the failure of Developer to cure such default within the applicable cure period, terminate this Agreement. In the event of termination, the City shall be excused from performance of any further obligations under this Agreement, shall be entitled to repayment of any and all amounts reimbursed to the Developer under this Agreement, as well as any rights available against the Developer at law or in equity, including, without limitation, a suit for injunctive relief or specific performance and/or direct and consequential damages.

(f) After Issuance of a Certificate. If, after the date on which the City issues its Certificate of Completion, the Developer defaults in any specific manner as described in Section 6(d), including but not limited to, Section 6(d)(ix), the City shall be excused from performance of any further obligations under this Agreement, entitled to the repayment of any and all amounts reimbursed to the Developer under this Agreement, and any rights available against Developer at law or in equity, including, without limitation, a suit for direct and actual, but not speculative, punitive or consequential damages.

(g) Waiver and Estoppel. Any delay by either party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights operate to deprive such party of or limit such rights in any way. No waiver made by either party with respect to any specific default by the other party shall be construed, considered or treated as a waiver of the rights of either party with respect to any other defaults of the other party.

(h) Access to the Project. Any duly authorized representative of the City shall, at all reasonable times, have access to the Project for the purposes of confirming the Developer's compliance with this Agreement.

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

7. NON-DISCRIMINATION.

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

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

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

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

8. MISCELLANEOUS PROVISIONS.

(a) Entire Agreement. Except as otherwise provided herein, this Agreement contains the entire agreement of the parties with respect to the Project and the Development Plans and supersedes all prior agreements, negotiations, and discussions with respect thereto and shall not be modified, amended or changed in any material manner whatsoever except by the written agreement of the City and the Developer. The term "material" for the purposes of this Section 8(a) shall be defined as any deviation from the terms of this Agreement which operates to cancel or otherwise reduce any developmental, construction or job-creating obligation of the Developer Requirements or any activities undertaken by the Developer affecting the Development Requirements, or increases any time agreed for the performance by City or the Developer by more than one hundred eighty (180) days.

(b) Assignability and Transfer. Unless expressly permitted by the provisions of this Agreement, the Developer, until City issues the Certificate with respect to the Project, shall not assign, transfer or convey any right, title or interest in the Property or any of its duties or obligations under this Agreement as they relate to the Development Requirements nor the land. After issuance of the Certificate, the Developer may assign, transfer or convey any right, title or interest in the Property or any of its duties or obligations under this Agreement in accordance with the terms of this Agreement. Notwithstanding anything to the contrary herein, the Developer may assign this Agreement without the consent of City (but without release of the Developer from its obligations under this Agreement) to:

(i) Its parent company; or

(ii) Any company which merges, consolidates or acquires substantially all of the assets of Developer, including the Project Area as a going concern; or

(iii) Any entity in which the Developer has a controlling interest of 51 % or more.

(c) Conflict of Interest – City's Representatives Not Individually Liable. Developer covenants that, prior to the issuance of any Certificate of Completion by the City, no member of any city board, commission or agency, or official or employee of the City shall have any proprietary interest, direct or indirect, in the Developer, this Agreement, or the Development Requirements, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested. No member, official, or employee of the City shall be personally liable to the Developer to perform any commitment or obligation of the City under this Agreement nor shall any such person be personally liable in the event of any default or breach by the City.

(d) Survival. All representations and warranties contained in this Agreement are made as of the execution, delivery and acceptance hereof by City and the Developer and shall survive the execution, delivery and acceptance of this Agreement.

(e) Mutual Assistance. The City and the Developer agree to perform their respective obligations, including the execution and delivery of any documents, instruments, petitions, and certification, as may be necessary or appropriate, consistent with the terms and provisions of this Agreement.

(f) Cumulative Remedies. The remedies of either party hereunder are cumulative and the exercise of any one or more of the remedies provided by this Agreement shall not be construed as a waiver of any of the other remedies of such party unless specifically so provided herein.

(g) Limited Obligation. The obligations of the City under this Agreement shall never constitute an indebtedness or a general obligation of the City within the meaning of the 1970 Constitution of the State of Illinois or any statutory provisions and shall not constitute or give rise to a charge or lien against City's general credit or taxing power.

(h) Disclaimer. No provision of this Agreement, nor any act of the City or the Developer, shall be deemed or construed by the City and the Developer, or by third persons, to create any relationship of third-party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or any other relationship involving City.

(i) DLED's Authority. The DLED shall have authority to approve non-material changes to the Development Requirements and Plans and Specs and to waive nonmaterial deviations with respect to the requirements of this Agreement. No approvals or waivers shall be effective unless the same is in writing.

(j) Notices. All notices to be served pursuant hereto shall be deemed properly delivered if delivered personally or by Federal Express or comparable "overnight" courier service (which shall be deemed received on the date of delivery thereof), or served by United States certified or registered mail, postage prepaid (which shall be deemed received on the third (3rd) business day following the postmark date thereof), to the City or the Developer at the addresses set forth below or to such other addresses as City of the Developer may direct in writing:

If to the City:	Mayor Mark Kupsky 10025 Bunkum Road Fairview Heights, IL 62208
If to the Developer:	David Stier Fairview Place Capital, LLC 275 Madison Ave, Suite 1100 New York, NY 10016

(k) Headings. The headings of the various sections and subsections of this Agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending, or affecting in any way the express terms and provisions hereof.

(l) Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois without regard for the conflict of laws provision of such law or of the law of any other jurisdiction.

(m) Recordation of Agreement. Without the express written consent of City, neither this Agreement nor any memorandum thereof shall be recorded in the Office of the Recorder of Deeds of St. Clair County, Illinois.

(n) Successors and Assigns. The terms of this Agreement shall be binding upon City and the Developer and the Developer's legal representatives, successors and assigns. No contractor, subcontractor, material vendor, or laborer shall be deemed a third-party beneficiary of this Agreement.

(o) Counterparts. Any number of counterparts of this Agreement may be signed on behalf of the City and the Developer, which counterparts, when fully executed, shall constitute but one and the same agreement.

(p) Severability. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is held by a court of law to be illegal or in conflict with any law of the State of Illinois, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provisions held to be invalid.

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

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

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

By:
____

Mayor Mark T. Kupsky
Mayor, City of Fairview Heights

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

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

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

____
Notary Public

My Commission Expires:_______________

Lincoln Place Capital, LLC

By:

____

David Stier
Lincoln Place Capital, LLC

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

I,____, a notary public in and for said County, in the State aforesaid, do hereby certify that David Stier, personally known to me to be the authorized representative of Lincoln Place, LLC.**,** located at 275 Madison Ave, Suite 1100 New York, NY 10016, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that he signed and delivered the said instrument, pursuant to authority given said corporation, as his free and voluntary act and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

____
Notary Public

My Commission Expires:______________

RETURN TO AGENDA

Disbursement Schdule

Project Footloose - 6101 N Illinois

DRAFT - NOT YET APPROVED

Proposed Incentive Schedule

Year	Gross Sales	City Sales Tax	Rebate	To Developer	To City
1	$1,600,000.00	$ 16,000.00	**%	$ 11,200.00	$4,**0.00
2	$ *******	$ *******	**%	$ 10,712.00	$5,**8.00
3	$ *******	$ *******	**%	$ 10,184.64	$6,**9.76
4	$ *******	$ *******	**%	$ 9,616.00	$7,**7.63
5	$ *******	$ *******	**%	$ 9,004.07	$9,**4.07
6	$ *******	$ *******	**%	$ 8,346.77	$1*,201.61
7	$ *******	$ *******	**%	$ 8,597.18	$1*,507.66
8	$ *******	$ *******	**%	$ 7,339.34	$1*,338.64
9	$ *******	$ *******	**%	$ -	$2*,268.32
10	$ *******	$ *******	**%	$ -	$2*,876.37
	$*******	$ *******		$ 75,000.00	$ 1**,4**.07

13-Oct-25

RETURN TO AGENDA

PROPOSED ORDINANCE NO. 26-'25

AN ORDINANCE REPEALING CHAPTER 16, OF ORDINANCE NO. 190, "THE REVISED CODE," CHAPTER 16, FEES AND SALARIES, ARTICLE I - SALARIES, AND ESTABLISHING A NEW ARTICLE I SALARIES; AN ORDINANCE ESTABLISHING SALARIES OF APPOINTED OFFICIALS AND EMPLOYEES OF THE CITY OF FAIRVIEW HEIGHTS, IL 2025-2026.

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

SECTION 1. SALARY RANGES. Fiscal Year 2025-2026 Salary Ranges and Force Levels for Non-Contract Full Time employees; Non-Contract Part Time employees – per hour; Non-Contract Part Time Recreation Complex employees – per hour and certain appointed officials**,** Contract Operating Engineers Local 148 & Fraternal Order of Police Full Time and Part Time employees are attached hereto, made a part hereof and marked "EXHIBIT A."

SECTION 2. PAY. Pay shall be paid in full for the amount due no later than the fifth (5) day of the following month. The Finance Department shall calculate and establish the hourly rate based on the base pay as approved in this Ordinance.

SECTION 2. CHRISTMAS BONUS. In addition, each full-time employee shall receive a $150.00 Christmas Bonus. Said bonus will be paid on the first payday in December, and will be paid by separate check. To be eligible for a Christmas bonus, the employee must have completed at least twelve (12) months of continuous full-time service prior to December 1ST of the year in which the bonus is paid.

SECTION 3. EMERGENCY EMPLOYEE. Emergency employees shall be paid in an amount equal to the base rate for the type of work they are doing.

RETURN TO AGENDA

SECTION 4. REPEAL. Article I – Salaries of Chapter 16, Fees and Salaries, of Ordinance No. 190, "The Revised Code," is hereby repealed from the date of passage and approval of this Ordinance.

SECTION 5. PASSAGE. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

READ FIRST TIME:

READ SECOND TIME:

PASSED:

APPROVED:

MARK T. KUPSKY- MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD – CITY CLERK

RETURN TO AGENDA

CITY OF FAIRVIEW HEIGHTS

NON CONTRACT SALARY RANGES FY 2025-2026

NON CONTRACT FULL TIME

POSITION	# of positions/hours	DEPARTMENT	BASE MINIMUM FY 2025-2026	BASE MID POINT FY 2025-2026	BASE MAXIMUM FY 2025-2026
CITY ADMINISTRATOR	0	ADMIN	$ 113,557.50	$ 151,410.00	$ 183,206.10
DIRECTOR	4	FIN, LUD, PR, PW	$ 92,072.01	$ 108,320.01	$ 142,982.41
ASSOCIATE DIRECTOR	2	ADMIN, PR	$ 79,762.92	$ 93,838.73	$ 123,867.12
MANAGEMENT I	~~5~~ 6	STREETS, GARAGE, ADMIN, PARKS, RECREATION, LAND USE	$ 71,885.10	$ 84,570.70	$ 111,633.33
MANAGEMENT II	3	FINANCE, ADMIN	$ 64,007.28	$ 75,302.68	$ 99,399.54
MANAGEMENT III	3	REC, LAND USE, ADMIN	$ 51,698.19	$ 60,821.40	$ 80,284.24
MANAGEMENT IV	2	REC	$ 40,226.11	$ 47,324.84	$ 62,468.79
ADMINISTRATIVE ASSISTANTS	4	ADMIN, PD, PR, PW	$ 47,759.28	$ 56,187.38	$ 74,167.35
CITY CLERK'S OFFICE					
DEPUTY CITY CLERK	1		$ 47,759.28	$ 56,187.39	$ 74,167.35
ADMINISTRATION DEPARTMENT					
ECONOMIC/COMMUNITY DEVELOPMENT DIRECTOR	0	DIRECTOR	$ 112,800.45	$ 140,119.14	$ 166,461.54
HR ASSOCIATE DIRECTOR	1	ASSOCIATE DIRECTOR	$ 79,762.92	$ 93,838.73	$ 123,867.12
HR COORDINATOR	1	MANAGEMENT III	$ 51,698.19	$ 60,821.40	$ 80,284.25
IT ASSOCIATE DIRECTOR	1	ASSOCIATE DIRECTOR	$ 79,762.92	$ 93,838.73	$ 123,867.12
IT MANAGER	1	MANAGEMENT I	$ 71,885.10	$ 84,570.70	$ 111,633.33
USER SYSTEMS & SUPPORT MANAGER	1	MANAGEMENT II	$ 64,007.28	$ 75,302.68	$ 99,399.54
ADMINISTRATIVE ASSISTANT	1	ADMINISTRATIVE ASSISTANT	$ 47,759.28	$ 56,187.39	$ 74,167.35
FINANCE DEPARTMENT					
DIRECTOR OF FINANCE	1	DIRECTOR	$ 92,072.01	$ 108,320.01	$ 142,982.41
SUPERVISOR	2	MANAGEMENT II	$ 64,007.28	$ 75,302.68	$ 99,399.54
LAND USE & DEVELOPMENT					
DIRECTOR OF LAND USE & DEVELOPMENT	1	DIRECTOR	$ 92,072.01	$ 108,320.01	$ 142,982.41
CHIEF BUILDING OFFICIAL	1	~~BUILDING OFFICIAL~~ MANAGEMENT I	$ 71,885.10	$ 84,570.70	$ 111,633.33
ECONOMIC DEVELOPMENT COORDINATOR	1	MANAGEMENT III	$ 51,698.19	$ 60,821.40	$ 80,284.24
LIBRARY					
LIBRARY DIRECTOR (*SET BY LIBRARY BOARD)*	1			$ 104,756.65	
LAW ENFORCEMENT					
CHIEF (*COMPRESSION PAY)*	1		$ 131,402.25	$ 141,930.54	$ 167,050.65
CAPTAIN (*COMPRESSION PAY)*	1		$ 123,831.75	$ 132,370.08	$ 149,975.29
LIEUTENANT (*COMPRESSION PAY)*	3		$ 118,965.00	$ 128,995.80	$ 146,152.23
RECORDS CLERK	2		$ 40,991.29	$ 48,225.04	$ 63,657.06
COMMUNITY SERVICE OFFICER	1		$ 44,232.61	$ 52,038.37	$ 68,690.65
CIVILIAN SUPERVISOR	1		$ 54,782.35	$ 64,449.83	$ 85,073.77
INVESTIGATIVE ASSISTANT	1		$ 47,708.12	$ 55,380.21	$ 72,367.28
ADMINISTRATIVE ASSISTANT	1	ADMINISTRATIVE ASSISTANT	$ 47,759.28	$ 56,187.38	$ 74,167.35
PUBLIC WORKS DEPARTMENT ENGINEERING					
DIRECTOR OF PUBLIC WORKS	1	DIRECTOR	$ 92,072.01	$ 108,320.01	$ 142,982.41
ASSISTANT PUBLIC WORKS DIRECTOR	1		$ 83,701.83	$ 98,472.74	$ 129,984.01
STREET MANAGER	1	MANAGEMENT I	$ 71,885.10	$ 84,570.70	$ 111,633.33
ADMINISTRATIVE ASSISTANT	1	ADMINISTRATIVE ASSISTANT	$ 47,759.28	$ 56,187.38	$ 74,167.35
MAINTENANCE GARAGE					
GARAGE MANAGER	1	MANAGEMENT I	$ 71,885.10	$ 84,570.70	$ 111,633.33
PARKS & RECREATION					
DIRECTOR OF PARKS & RECREATION	1	DIRECTOR	$ 92,072.01	$ 108,320.01	$ 142,982.41
ASSOCIATE DIRECTOR OF PARKS & RECREATION	0	ASSOCIATE DIRECTOR	$ 79,762.91	$ 93,838.73	$ 123,867.12
RECREATION MANAGER	1	MANAGEMENT I	$ 71,885.10	$ 84,570.70	$ 111,633.33
PARKS MANAGER	1	MANAGEMENT I	$ 71,885.10	$ 86,212.85	$ 111,633.33
OFFICE MANAGER	1		$ 47,759.28	$ 56,187.38	$ 74,167.35
RECREATION ASSISTANT	1		$ 31,030.73	$ 36,506.74	$ 48,188.90

RETURN TO AGENDA

RECREATION COMPLEX

MEMBERSHIP/MARKETING MANAGER	1	MANAGEMENT III	$ 51,640.27	$ 60,821.40	$ 80,284.24
MEMBERSHIP/MARKETING ASSISTANT	1		$ 30,995.97	$ 36,506.74	$ 48,188.90
AQUATICS MANAGER	1	MANAGEMENT IV	$ 40,226.11	$ 47,324.84	$ 62,468.79
MAINTENANCE MANAGER	1	MANAGEMENT III	$ 51,640.27	$ 60,821.40	$ 80,284.25
CUSTOMER RELATIONS SPECIALIST	1		$ 30,995.97	$ 36,506.74	$ 48,188.90

NON CONTRACT - PART TIME - PER HOUR

POSITION	# of positions/hours	HOURLY BASE RATE 2025-2026	HOURLY BASE RATE MAX 2025-2026
ADMINISTRATIVE SUPPORT CLERK	1 (not to exceed 1,456 hrs/week)	$ 20.48	$ 27.03
PAGER/SHELVER	1 (14 hrs/week)	$ 15.00	$ 18.00
PAGER/SHELVER	1 (10 hrs/week for 10 weeks)	$ 15.00	$ 18.00
SUMMARY LIBRARY AIDE	1	$ 15.00	$ 18.00
LABORER - SKILLED (STREETS) - *SEASONAL*	4	$ 18.00	$ 22.00
LABORER - UNSKILLED (STREETS) - *SEASONAL*	2	$ 16.00	$ 20.00
LABORER - UNSKILLED (PARKS) - *SEASONAL*	3	$ 16.00	$ 20.00
LABORER - UNSKILLED (LAND USE) - *SEASONAL*	1	$ 16.00	$ 20.00
LEAD DAY CAMP COUNSELOR	1	$ 15.00	$ 19.00
DAY CAMP COUNSELOR	3	$ 15.00	$ 18.00
RECREATION PROGRAM COORDINATOR	1	$ 16.00	$ 20.00
RECREATION COORDINATOR	9	$ 15.00	$ 18.00
CIVILIAN POLICE AIDE	12,100 hrs per year	$ 19.33	$ 23.16
CRIME FREE MULTI-HOUSING COORDINATOR	1 (not to exceed 28 hrs per week, average)	$ 35.94	$ 49.35

RECREATION COMPLEX EMPLOYEES
NON CONTRACT - PART TIME - PER HOUR

AQUATICS DEPARTMENT (22,912 hours per year)		HOURLY BASE RATE 2025-2026	HOURLY BASE RATE MAX 2025-2026
LEAD LIFEGUARD	not to exceed 1,456 hours per position	$ 15.00	$ 20.00
LIFEGUARD	not to exceed 1,000 hours per position	$ 15.00	$ 19.00
SWIM INSTRUCTOR	not to exceed 1,000 hours per position	$ 15.00	$ 20.00
ATHLETICS (33,000 hours per year)			
GYM ATTENDANT	not to exceed 1,000 hours per position	$ 15.00	$ 18.00
ATHLETICS INSTRUCTOR (LEVEL I)	not to exceed 1,000 hours per position	$ 16.00	$ 21.00
ATHLETICS INSTRUCTOR (LEVEL II)	not to exceed 1,000 hours per position	$ 21.00	$ 26.00
CLIP 'N CLIMB ASSISTANT	not to exceed 1,000 hours per position	$ 15.00	$ 20.00
CLIP 'N CLIMB ATTENDANT	not to exceed 1,000 hours per position	$ 15.00	$ 18.00
FITNESS (14,000 hours per year)			
FITNESS ATTENDANT	not to exceed 1,000 hours per position	$ 15.00	$ 18.00
FITNESS ASSISTANT	not to exceed 1,456 hours per position	$ 15.00	$ 20.00
SILVER SNEAKERS INSTRUCTORS	not to exceed 1,000 hours per position	$ 18.00	$ 23.00
FITNESS INSTRUCTOR	not to exceed 1,000 hours per position	$ 18.00	$ 23.00
MEMBERSHIP & SALES (25,368 hours per year)			
MEMBERS SERVICES ASSISTANT	not to exceed 1,456 hours per position	$ 15.00	$ 20.00
MEMBER SERVICES ATTENDANT	not to exceed 1,456 hours per position	$ 15.00	$ 18.00
CHILD WATCH ATTENDANT	not to exceed 1,000 hours per position	$ 15.00	$ 18.00
PARTY ATTENDANTS	not to exceed 1,456 hours per position	$ 15.00	$ 18.00
OPERATIONS (11,648 hours per year)			
MAINTENANCE ATTENDANT	not to exceed 1,456 hours per position	$ 15.00	$ 18.00
MAINTENANCE ASSISTANT	not to exceed 1,456 hours per position	$ 15.00	$ 20.00

SALARIES - APPOINTED PART-TIME OFFICIALS / MONTHLY

CITY ATTORNEY	1	$ 14,500.00
PLUMBING INSPECTOR	1	$ 1,028.58
E.S.D.A	1	$ 537.83
ASSISTANT E.S.D.A. COORDINATOR	1	$ 335.27

RETURN TO AGENDA

UPDATED 6/17/2025

CITY OF FAIRVIEW HEIGHTS

CONTRACT **OPERATING ENGINEERS LOCAL 148 & FRATERNAL ORDER OF POLICE**

POSITION	# of positions	May 1, 2025	May 1, 2026	May 1, 2027	May 1, 2028
FINANCE DEPARTMENT					
Full Time:					
Clerk I	1	$ 4,634.03	$ 4,796.22	$ 4,964.09	$ 5,137.83
Clerk II	2	$ 4,401.72	$ 4,555.78	$ 4,715.23	$ 4,880.26
LAND USE & DEVELOPMENT DEPARMENT					
Full Time:					
Clerk I	1	$ 4,634.03	$ 4,796.22	$ 4,964.09	$ 5,137.83
Clerk II	1	$ 4,401.72	$ 4,555.78	$ 4,715.23	$ 4,880.26
Building Inspector Assistant	1	$ 5,250.00	$ 5,433.75	$ 5,623.93	$ 5,820.77
Building Inspector Assistant / Electrical Inspector	2	$ 5,250.00	$ 5,433.75	$ 5,623.93	$ 5,820.77
Building Inspector Assistant Lead	1	$ 5,565.00	$ 5,759.78	$ 5,961.37	$ 6,170.01
LIBRARY					
Full Time:					
Youth Services Asst. Director	1	$ 4,313.64	$ 4,464.62	$ 4,620.88	$ 4,782.61
Head of Circulation Services	1	$ 3,965.77	$ 4,104.57	$ 4,248.23	$ 4,396.92
Marketing & Programs Coordinator	1	$ 3,738.12	$ 3,868.96	$ 4,004.38	$ 4,144.54
Part Time:					
Circulation Clerk	6	$ 18.53	$ 19.18	$ 19.85	$ 20.54
Clerk III	1	$ 20.87	$ 21.60	$ 22.36	$ 23.14
PUBLIC WORKS DEPARMENT ENGINEERING					
Full Time:					
Lead Laborer	2	$ 5,721.36	$ 5,921.61	$ 6,128.87	$ 6,343.38
Laborer - Streets	8	$ 5,377.55	$ 5,565.76	$ 5,760.56	$ 5,962.18
MUNICIPAL COMPLEX					
Full Time:					
Lead Laborer - Municipal Complex	1	$ 6,014.58	$ 6,225.09	$ 6,442.97	$ 6,668.47
Laborer - Municipal Complex	1	$ 5,377.55	$ 5,565.76	$ 5,760.56	$ 5,962.18
Custodian	3	$ 3,672.54	$ 3,801.08	$ 3,934.12	$ 4,071.81
Part Time:					
Custodian	1	$ 17.76	$ 18.38	$ 19.02	$ 19.69
MAINTENANCE GARAGE					
Full Time:					
Master/Lead Mechanic	1	$ 6,014.58	$ 6,225.09	$ 6,442.97	$ 6,668.47
Mechanic	1	$ 5,684.77	$ 5,883.74	$ 6,089.67	$ 6,302.81
Apprentice Mechanic	1	$ 4,978.01	$ 5,152.24	$ 5,332.57	$ 5,519.21
PARKS & RECREATION					
Full Time:					
Lead Laborer	1	$ 5,681.07	$ 5,879.91	$ 6,085.71	$ 6,298.71
Laborer - Parks	6	$ 5,338.40	$ 5,525.24	$ 5,718.62	$ 5,918.77
Parks & Facility Attendant	1	$ 4,401.72	$ 4,555.78	$ 4,715.23	$ 4,880.26
Part Time:					
Custodian	1	$ 17.76	$ 18.38	$ 19.02	$ 19.69
LAW ENFORCEMENT					
FRATERNAL ORDER OF POLICE PATROL OFFICERS					
Patrol Officers	37				
Grade VIII (Police Sworn Personnel - No Degree)		$ 7,009.56	$ 7,289.95	$ 7,581.54	$ 7,808.99
Grade VIII (Police Sworn Personnel - Associate's Degree)		$ 7,142.90	$ 7,423.28	$ 7,714.88	$ 7,942.32
Grade VIII (Police Sworn Personnel - Bachelor's Degree)		$ 7,317.90	$ 7,598.28	$ 7,889.88	$ 8,117.32
Grade IX (Police Sworn Personnel - No Degree)		$ 7,507.86	$ 7,808.17	$ 8,120.50	$ 8,364.11
Grade IX (Police Sworn Personnel - Associate's Degree)		$ 7,641.19	$ 7,941.50	$ 8,253.83	$ 8,497.45
Grade IX (Police Sworn Personnel - Bachelor's Degree)		$ 7,816.19	$ 8,116.50	$ 8,428.83	$ 8,672.45
FRATERNAL ORDER OF POLICE SERGEANTS					
Commissioned Police Sergeants	5	$9,259.78	$9,630.17	$10,015.38	$10,315.84
LOCAL 148 FULL TIME					
Code Enforcement Officer	1	$ 5,684.77	$ 5,883.74	$ 6,089.67	$ 6,302.81
Code Enforcement / Animal Control	3	$ 5,250.00	$ 5,433.75	$ 5,623.94	$ 5,820.78

RETURN TO AGENDA

PROPOSED ORDINANCE NO. 27-'25

AN ORDINANCE TO PROVIDE FOR THE LEVY OF A TAX FOR LIBRARY PURPOSES, PURSUANT TO THE LOCAL LIBRARY ACT (75 ILCS 5/3-1), FOR THE CITY OF FAIRVIEW HEIGHTS, ST. CLAIR COUNTY, IL FOR THE FISCAL YEAR BEGINNING MAY 1, 2026 AND ENDING APRIL 30, 2027.

WHEREAS, there exists a Public Library within the City of Fairview Heights which is operated by the Fairview Heights Public Library Board of Trustees;

WHEREAS, state statute requires the corporate authorities of the City of Fairview Heights to levy a tax for Library purposes;

WHEREAS, the City Council has found and determined and does hereby declare, that it is necessary and appropriate to proceed with the levy of the tax;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAIRVIEW HEIGHTS, ST. CLAIR COUNTY, ILLINOIS as follows:

SECTION 1. PURPOSE. That the amount hereinafter set forth, or so much thereof as may be authorized by law, and the same are hereby levied upon all property subject to taxation within the municipality as that property is assessed and equalized for the current year, and for such Library purposes for the City of Fairview Heights, St. Clair County, IL, for the fiscal year beginning May 1, 2026 and ending April 30, 2027.

SECTION 2. AMOUNTS LEVIED. The total amount of the budget legally made for all corporate and special purposes of the City of Fairview Heights Municipal Library to be provided for from the tax levy for the fiscal year beginning May 1, 2026 and ending April 30, 2027 is hereby ascertained by the corporate authorities of this City to be the sum of NINE HUNDRED SIXTY-EIGHT THOUSAND TWO HUNDRED THIRTY-SIX DOLLARS ($968,236.00) as set forth in this Ordinance and detailed as follows:

Corporate Library Tax (75 ILCS 5/3-4)	$741,561

RETURN TO AGENDA

Furnishing and equipment (75 ILCS 5/3-4)	98,875
Public Library Audit (65 ILCS 5/8-8-8)	10,000
IMRF (40 ILCS 5/7-101)	37,200
Purchase of Insurance (745 ILCS 10/9-107)	40,000
Medicare Social Security (40 ILCS 5/21-110)	40,600
TOTAL LEVY	**$968,236**

SECTION 3. FILING OF ORDINANCE. That forthwith, upon the adoption of this Ordinance, the City Clerk of the City shall file a duly certified copy hereof with the County Clerk of the County of St. Clair, IL, on or before the last Tuesday in December.

SECTION 4. SEVERABILITY. That if any section, subdivision, or sentence of this Ordinance shall for any reason be held invalid or to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance.

SECTION 5. SUPERSEDER AND EFFECTIVE DATE. All Ordinances, Resolutions and orders or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded; and this Ordinance shall be in full force and effect immediately upon its passage and approval as provided by law.

READ FIRST TIME:

READ SECOND TIME:

PASSED:

APPROVED:

RETURN TO AGENDA

MARK T. KUPSKY – MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD – CITY CLERK

RETURN TO AGENDA

CERTIFICATION

STATE OF ILLINOIS)
)
ST. CLAIR COUNTY) ss.
)
CITY OF FAIRVIEW HEIGHTS)

I, KAREN J. KAUFHOLD, do hereby certify that as the City Clerk of the City of Fairview Heights, Illinois, I am the keeper of the Records, Minutes, Ordinances and other Books, Records and Papers of the City, and that the foregoing is a true and correct copy of Ordinance No. XXXX-2025, AN ORDINANCE TO PROVIDE FOR THE LEVY OF A TAX FOR LIBRARY PURPOSES, PURSUANT TO THE LOCAL LIBRARY ACT (75 ILCS 5/3-5), FOR THE CITY OF FAIRVIEW HEIGHTS, ST. CLAIR COUNTY, IL FOR THE FISCAL YEAR BEGINNING MAY 1, 2026 AND ENDING APRIL 30, 2027, passed at the DATE XX, 2025 City Council meeting and approved by the Mayor DATE XX, 2025.

WITNESS, my hand and the Corporate Seal of the City of Fairview Heights, Illinois this XXth day of DATE 2025.

____
KAREN J. KAUFHOLD - CITY CLERK

RETURN TO AGENDA

Fairview Heights
Public Library

10017 Bunkum Road • Fairview Heights, Illinois 62208 • Phone (618) 489-2070 • Fax (618) 489-2079
www.fhplibrary.org • E-mail: fhpl@fhplibrary.org

Mayor, Mark Kupsky
City of Fairview Heights

October 16, 2025

Attached is a document that is designed to meet the statutory requirement that the Library Board submit a levy request to the City Council each year.

The Library Board has made it clear that they will accept whatever method the City Council chooses to fund the library: either by levy, partial levy or substitution of other funds to displace the requested amounts.

I am available to meet with you and go over the document, if needed.

Sincerely,

Deborah Smith

Deborah Smith
Library Board President

RETURN TO AGENDA

Fairview Heights Public Library

10017 Bunkum Road • Fairview Heights, Illinois 62208 • Phone (618) 489-2070 • Fax (618) 489-2079
www.fhplibrary.org • E-mail: fhpl@fhplibrary.org

Mark Kupsky, Mayor
City of Fairview Heights
10025 Bunkum Rd.
Fairview Heights, IL 62208

October 16, 2025

RE: Public Library Levy Request

Dear Mayor Kupsky,

1) As you know, the undersigned is President of the Fairview Heights Public Library. In that capacity and at the direction of the Board of Library Trustees, I herewith notify you of this year's levy data for library taxes.

2) Pursuant to Section 5/3-5 of the Local Library Act [75 ILCS 5/3-5] and the various court cases interpreting the same, the library taxes provided in the Local Library Act shall be levied by the City Council "in the amounts determined by the Fairview Heights Public Library Board and collected in like manner with other general taxes of the city, village, incorporated town or township and the proceeds shall be deposited in a special fund, which shall be known as the library fund." Since under this law it is the Library Board of Trustees' responsibility to determine the amount required for the public library, on behalf of the Library Board, I will set out below its determination.

3) The Library's total financial requirements for **FY 2026-2027** are **$968,236.00**. The following paragraphs will explain how that number was determined.

4) For the annual tax for the establishment and operation of the library (the maximum rate of .15% of the equalized assessed valuation as provided in 75 ILCS 5/3-4), the amount of **$741,561.00**; for the furnishing and equipment of buildings and for the maintenance, repairs and alterations of library buildings and equipment (the maximum rate of which is .02% of the equalized assessed valuation under 75 ILCS 5/3-4), the amount of **$98,875.00**; for purchase of insurance, payment of costs of protecting or defending itself, and for risk management and loss control programs (which has no rate limit as is pursuant to 745 ILCS 10/9-107) the amount of **$40,000;** for a public library audit (the maximum rate of which is .005% of the equalized assessed valuation under 65 ILCS 5/8-8-8) the amount of **$10,000.** Finally, for participation in the Illinois Municipal Retirement Fund (which has no rate limit and is pursuant to 40 ILCS 5/7-101, et seq. and 5/22-401, et seq.) the amount of **$37,200.00**; and for payments of employer's share of Medicare and Social Security (which has no rate limit and is pursuant to 40 ILCS 5/21-110) the amount of **$40,600.00**.

RETURN TO AGENDA

Fairview Heights Public Library

10017 Bunkum Road • Fairview Heights, Illinois 62208 • Phone (618) 489-2070 • Fax (618) 489-2079
www.fhplibrary.org • E-mail: fhpl@fhplibrary.org

5) I would like to remind you for purposes of the County Clerk in the Extension of tax collections and for the inclusion of this library determination in the city levy ordinance must be broken into the specific amounts and sections recited above.

6) Consistent with all past levy letters submitted to the City, this action should not be construed as a demand or a request by the Library Board for the City implementation and collection of a property tax on the residents of Fairview Heights. If the City of Fairview Heights, following its past practices and customs chooses to replace the requested revenues in whole or part with non-property tax revenues instead, we would support such a decision, as we believe the prerogative rests with the City officials to determine the source of the funds, though not the authorized amount of such funds. Additionally, pending the action of the City Council on these levies, the deadlines for filing will need to be kept in mind regarding the compliance timelines for the Truth in Taxation Act (35 ILCS 200/18-55 through 200/18-100).

If you have any questions in this regard or require our assistance in any respect, do not hesitate to contact the undersigned. We appreciate the fine support given to the library in the past and know it will continue into the future.

Sincerely,

Deborah Smith

Deborah Smith, President
Fairview Heights Public Library
Board of Trustees

RETURN TO AGENDA

PROPOSED ORDINANCE NO. 28-‘25

AN ORDINANCE ABATING THE TAX HERETO LEVIED FOR LIBRARY PURPOSES FOR THE FISCAL YEAR STARTING MAY 1, 2026, AND ENDING APRIL 30, 2027, IN THE AMOUNT OF NINE HUNDRED SIXTY-EIGHT THOUSAND TWO HUNDRED THIRTY-SIX DOLLARS ($968,236).

WHEREAS, the City Council (the “City Council”) of the City of Fairview Heights, St. Clair County, Illinois (the “City”), by Ordinance No.______, adopted on the ____ day of ________ 2025 (the “Ordinance”), provided for the levy of a direct annual tax sufficient to pay NINE HUNDRED SIXTY-EIGHT THOUSAND TWO HUNDRED AND THIRTY-SIX DOLLARS ($968,236.00) to the Library Fund of the Fairview Heights Public Library (the “Public Library”); and

WHEREAS, the City has moneys in the General Fund sufficient to pay that amount necessary for the Public Library to operate in the upcoming fiscal year and;

WHEREAS, it is necessary and in the best interest of the City that the tax levied for Library purposes be abated;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAIRVIEW HEIGHTS, ST. CLAIR COUNTY, ILLINOIS as follows:

SECTION 1. ABATEMENT OF TAX. The tax levied for the Fiscal Year starting May 1, 2026 and ending April 30, 2027, for Library purposes, namely NINE HUNDRED SIXTY-EIGHT THOUSAND TWO HUNDRED AND THIRTY-SIX DOLLARS ($968,236.00), is hereby abated.

SECTION 2. FILING OF ORDINANCE. Forthwith, upon the adoption of this Ordinance, the City Clerk of the City shall file a certified copy hereof with the County Clerk

RETURN TO AGENDA

of the County of St. Clair, IL and it shall be the duty of said County Clerk to abate said tax levied for Library purposes for the tax year 2025 in its entirety.

SECTION 3. SUPERSEDER AND EFFECTIVE DATE. All Ordinances, Resolutions and orders or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded; and this Ordinance shall be in full force and effect immediately upon its passage and approval as provided by law.

READ FIRST TIME:

READ SECOND TIME:

PASSED:

APPROVED:

____
MARK T. KUPSKY – MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

____
KAREN J. KAUFHOLD – CITY CLERK

RETURN TO AGENDA

CERTIFICATION

STATE OF ILLINOIS)
)
ST. CLAIR COUNTY) ss.
)
CITY OF FAIRVIEW HEIGHTS)

I, KAREN J. KAUFHOLD, do hereby certify that as the City Clerk of the City of Fairview Heights, Illinois, I am the keeper of the Records, Minutes, Ordinances and other Books, Records and Papers of the City, and that the foregoing is a true and correct copy of Ordinance No. XXXX-2025, AN ORDINANCE ABATING THE TAX HERETO LEVIED FOR LIBRARY PURPOSES FOR THE FISCAL YEAR STARTING MAY 1, 2026, AND ENDING APRIL 30, 2027, IN THE AMOUNT OF NINE HUNDRED SIXTY-EIGHT THOUSAND TWO HUNDRED THIRTY-SIX DOLLARS ($968,236.00) passed at the DATE XX, 2025 City Council meeting and approved by the Mayor DATE XX, 2025.

WITNESS, my hand and the Corporate Seal of the City of Fairview Heights, Illinois this XXth day of DATE 2025.

KAREN J. KAUFHOLD - CITY CLERK

RETURN TO AGENDA

PROPOSED ORDINANCE NO. 29-'25

AN ORDINANCE ABATING THE TAX HERETO LEVIED FOR THE YEAR 2025 TO PAY THE PRINCIPAL OF AND INTEREST ON THE NINE MILLION FOUR HUNDRED SEVENTY THOUSAND DOLLAR ($9,470,000.00) GENERAL OBLIGATION BONDS, SERIES 2017 OF THE CITY OF FAIRVIEW HEIGHTS, ST. CLAIR COUNTY, ILLINOIS.

WHEREAS, the City Council (the "City Council") of the City of Fairview Heights, St. Clair County, Illinois (the "City"), by Ordinance Number 1792-2017, adopted on the 5th day of September 2017 (the "Ordinance"), did provide for the issuance of NINE MILLION FOUR HUNDRED SEVENTY THOUSAND DOLLAR ($9,470,000.00) General Obligation Bonds, Series 2017, (the "Bonds"), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and;

WHEREAS, the City has moneys in the Bond Fund established pursuant to the Ordinance for the purpose of paying the principal of and interest on the bonds up to and including January 1, 2026 and;

WHEREAS, it is necessary and in the best interest of the City that the tax hereto levied for the year 2025 to pay the principal of and interest on the Bond to be abated;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAIRVIEW HEIGHTS, ST. CLAIR COUNTY, ILLINOIS as follows:

SECTION 1. <u>ABATEMENT OF TAX.</u> The tax hereto levied for the year 2025 in the Ordinance, namely FIVE HUNDRED EIGHTY-ONE THOUSAND SIX HUNDRED SEVENTY-FIVE ($581,675.00), is hereby abated in its entirety.

SECTION 2. <u>FILING OF ORDINANCE.</u> Forthwith, upon the adoption of this Ordinance, the City Clerk of the City shall file a certified copy hereof with the County Clerk

RETURN TO AGENDA

of the County of St. Clair, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2025 in accordance with the provisions hereof.

SECTION 3. SUPERSEDER AND EFFECTIVE DATE. All Ordinances, Resolutions and orders or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded; and this Ordinance shall be in full force and effect immediately upon its passage and approval as provided by law.

READ FIRST TIME:

READ SECOND TIME:

PASSED:

APPROVED:

____
MARK T. KUPSKY – MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

____
KAREN J. KAUFHOLD – CITY CLERK

RETURN TO AGENDA

PROPOSED ORDINANCE NO. 30-'25

AN ORDINANCE ABATING THE TAX HERETO LEVIED FOR THE YEAR 2025 TO PAY THE PRINCIPAL OF AND INTEREST ON THE SEVEN MILLION NINE HUNDRED TWENTY-FIVE THOUSAND DOLLAR ($7,925,000.00) GENERAL OBLIGATION BONDS, SERIES 2018 OF THE CITY OF FAIRVIEW HEIGHTS, ST. CLAIR COUNTY, ILLINOIS.

WHEREAS, the City Council (the "City Council") of the City of Fairview Heights, St. Clair County, Illinois (the "City"), by Ordinance Number 1792-2017, adopted on the 5th day of September 2017 (the "Ordinance"), did provide for the issuance of SEVEN MILLION NINE HUNDRED TWENTY-FIVE THOUSAND DOLLAR ($7,925,000.00) General Obligation Bonds, Series 2018, (the "Bonds"), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and;

WHEREAS, the City has moneys in the Bond Fund established pursuant to the Ordinance for the purpose of paying the principal of and interest on the bonds up to and including January 1, 2026 and;

WHEREAS, it is necessary and in the best interest of the City that the tax hereto levied for the year 2025 to pay the principal of and interest on the Bond to be abated;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAIRVIEW HEIGHTS, ST. CLAIR COUNTY, ILLINOIS as follows:

SECTION 1. ABATEMENT OF TAX. The tax hereto levied for the year 2025 in the Ordinance, namely FOUR HUNDRED NINETY-EIGHT THOUSAND FOUR HUNDRED SEVENTY- FIVE DOLLARS ($498,475.00), is hereby abated in its entirety.

RETURN TO AGENDA

SECTION 2. FILING OF ORDINANCE. Forthwith, upon the adoption of this Ordinance, the City Clerk of the City shall file a certified copy hereof with the County Clerk of the County of St. Clair, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2025 in accordance with the provisions hereof.

SECTION 3. SUPERSEDER AND EFFECTIVE DATE. All Ordinances, Resolutions and orders or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded; and this Ordinance shall be in full force and effect immediately upon its passage and approval as provided by law.

READ FIRST TIME:

READ SECOND TIME:

PASSED:

APPROVED:

____
MARK T. KUPSKY – MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

____
KAREN J. KAUFHOLD – CITY CLERK

RETURN TO AGENDA

PROPOSED RESOLUTION NO. 72-'25

A RESOLUTION AUTHORIZING THE MAYOR ON BEHALF OF THE CITY TO ENTER INTO AN ENGINEERING SERVICES AGREEMENT WITH GONZALEZ COMPANIES, LLC TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE SECOND PHASE OF IMPROVEMENTS TO LONGACRE DRIVE FROM RUBY LANE TO UNION HILL ROAD.

WHEREAS, it has been determined it necessary to obtain professional engineering services for updating the plans and specifications for the second phase of improvements to Longacre Drive from Ruby Lane to Union Hill Road, and

WHEREAS, it is the City's intent to entirely fund these professional engineering services through an Illinois Department of Transportation programming grant, and

WHEREAS, Gonzalez Companies, LLC prepared the original plans and specifications for the improvements to Longacre Drive 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 Engineering Services Agreement with Gonzalez Companies, LLC, 525 West Main Street, Suite 125, Belleville, Illinois 62220 to provide professional engineering services for the second phase of improvements to Longacre Drive from Ruby Lane to Union Hill Road for a sum amount of TWENTY-TWO THOUSAND EIGHT HUNDRED EIGHTY DOLLARS AND NO CENTS ($22,880.00) per Gonzalez Companies, LLC's Engineering Services Agreement, attached hereto, made a part hereof, and marked "Exhibit A."

RETURN TO AGENDA

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

RETURN TO AGENDA

Illinois Department of Transportation

Local Public Agency Engineering Services Agreement

Using Federal Funds? ☐ Yes ☒ No

Agreement For: MFT PE

Agreement Type: Original

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Fairview Heights	St. Clair	20-00044-00-RS	C-98-013-24

Project Number	Contact Name	Phone Number	Email
	John Harty	(618) 489-2020	harty@cofh.org

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Longacre Drive	FAU 9163	1.0 Mi.	N/A

Location Termini: Union Hill Road to IL Route 159

Add Location | Remove Location

Project Description

The proposed improvements to Longacre Drive will include patching areas of pavement that have already failed, as well as selective repair of curb and gutter. Improvements will also include hot-mix asphalt resurfacing, pavement markings and selective sidewalk replacement and curb ramp improvements.

Engineering Funding ☐ MFT/TBP ☒ State ☐ Other

Anticipated Construction Funding ☒ Federal ☐ MFT/TBP ☒ State ☐ Other

AGREEMENT FOR

☒ Phase I - Preliminary Engineering ☒ Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
Gonzalez Companies, LLC	Tony Schenk	(618) 222-2221	tschenk@gocos.net

Address	City	State	Zip Code
525 West Main Street, Suite 125	Belleville	IL	62220

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge	A full time LPA employee authorized to administer inherently governmental PROJECT activities
Contractor	Company or Companies to which the construction contract was awarded

RETURN TO AGENDA

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

☒ EXHIBIT A: Scope of Services

☒ EXHIBIT B: Project Schedule

☒ EXHIBIT C: Qualification Based Selection (QBS) Checklist

☐ EXHIBIT D: Cost Estimate of Consultant Services (BLR 05513 or BLR 05514)

☐ EXHIBIT ___ : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)

☒ EXHIBIT D: Professional Service Rates

☒ EXHIBIT E: Consultant's Manhour Estimate

☐ ______

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
   (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
   (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
   (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
   (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
   (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER

shall be due and payable to the ENGINEER.

(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

(1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.

(2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

☐ Percent

☒ Lump Sum $22,880.00 (Maximum Fee $40,000) (For federal funds the lump sum shall be developed using Cost Plus Fixed Fee Formula).

☐ Specific Rate ______ (Maximum Fee $150,000)

☐ Cost plus Fixed Fee:

Total Compensation = DL + DC + OH + FF

Where:
DL is the total Direct Labor,
DC is the total Direct Cost,
OH is the firm's overhead rate applied to their DL and
FF is the Fixed Fee.

Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national original or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.

2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

   The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.

3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.

5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.

6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

7. The ENGINEER and LPA certify that their respective firm or agency:

   (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
   (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
   (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
   (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
   (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
   (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
   (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

   Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

   If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

9. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

   For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of $5,000 or more from the DEPARTMENT, as defined the Act.

   The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

   (a) Publishing a statement:
      (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
      (2) Specifying actions that will be taken against employees for violations of such prohibition.
      (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
         (a) abide by the terms of the statement; and
         (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.
   (b) Establishing a drug free awareness program to inform employees about:
      (1) The dangers of drug abuse in the workplace;

(2) The grantee's or contractor's policy to maintain a drug free workplace;
(3) Any available drug counseling, rehabilitation and employee assistance program; and
(4) The penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

(d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).

11. For Preliminary Engineering Contracts:

(a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.

(b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Gonzalez Companies, LLC	43-1872209	$22,880.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
	Subconsultant Total	
	Prime Consultant Total	$22,880.00
	Total for all work	$22,880.00

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AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The City of Fairview Heights

(Local Public Agency Type: City; Local Public Agency: Fairview Heights)

By (Signature & Date)

By (Signature & Date)

Local Public Agency: Fairview Heights

Local Public Agency Type: City Clerk

Title

(SEAL)

Executed by the ENGINEER:

Attest:

Prime Consultant (Firm) Name: Gonzalez Companies, LLC

By (Signature & Date) 11/5/2025

Title: President

By (Signature & Date) 11/5/2025

Title: Chief Financial Officer

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

RETURN TO AGENDA

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Fairview Heights	Gonzalez Companies, LLC	St. Clair	20-00044-00-RS

EXHIBIT A
SCOPE OF SERVICES

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

TASK 1 FIELD INVESTIGATION
ENGINEER will complete a field investigation to determine changes to the existing conditions from previous investigations during plan preparation completed in 2022. Investigations will include a supplemental patching survey.

TASK 2 PROJECT DEVELOPMENT REPORT
ENGINEER will prepare revisions to the Project Development Report as required by the DEPARTMENT. Revisions may include updates to the Environmental Survey Request. Attendance at Public Informational Meetings and other revisions are not anticipated and are not included in the scope of services.

TASK 3 PRELIMINARY PLANS
Upon completion of the work described in TASKS 1-2, the ENGINEER will revise the preliminary design documents completed in 2022-2023 and incorporate revisions based on the information collected in Task 1.

It is not anticipated that other preliminary design revisions will be required from the LPA. Other revisions to the preliminary plans, typical sections, plan sheets, or details are not included. Revisions to quantities for patching and a breakdown of the schedules are the only major revisions to preliminary plans, which will be completed based on funding requirements.

Preliminary plans will be submitted to the DEPARTMENT and the LPA for review and comment.

TASK 4 FINAL PLANS
It is anticipated that draft plans will be approved as they have been previously vetted by IDOT and LPA. Further revisions to final plans for the improvements associated with the project are not anticipated.

ENGINEER will prepare revised estimates of cost and estimate of time, and other DEPARTMENT required documentation for the purpose of bidding of the project. ENGINEER will provide final plans and bidding documents to the DEPARTMENT for a state letting.

TASK 5 ADDITIONAL WORK
ENGINEER will perform additional work, as requested by the LPA. Additional work (TASK 5), if required, will be performed and billed in accordance with the Professional Service Rates current at the time of work.

ASSUMPTIONS AND CLARIFICATIONS
It is assumed any pavement cores and/or geotechnical report will be provided by the LPA.
It is assumed there will be one (1) review of prefinal plans by IDOT followed by a final plan submittal.
Utility coordination is not included in the project scope. It is assumed the ENGINEER will tie-in visible and marked utilities based upon a Joint Utility Locating Information for Excavators (JULIE) call. If utilities are not marked and additional efforts are required to coordinate utility markings, or survey of potholed utilities is required, this work will be included as TASK 5 Additional Work.

Survey and drafts of proposed right-of-way dedications or easement are not included in the Agreement.
Shop drawing review, bidding services, or construction phase services are not included in the Agreement.

RETURN TO AGENDA

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Fairview Heights	Gonzalez Companies, LLC	St. Clair	20-00044-00-RS

EXHIBIT B
PROJECT SCHEDULE

Field Investigation - 2 weeks

Project Development Report Revision - 2 weeks

IDOT Review - 4-6 Weeks

Final Project Development Report - 1 week

Preliminary Plans - 4 weeks

IDOT Review - 4-6 weeks

Final Plans - 2 weeks

IDOT Review 4-6 weeks

Bidding - 4 weeks

RETURN TO AGENDA

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Fairview Heights	Gonzalez Companies, LLC	St. Clair	20-00044-00-RS

Exhibit C
Qualification Based Selection (QBS) Checklist

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☐ Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	☐	☐
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	☐	☐
3	Was the scope of services for this project clearly defined?	☐	☐
4	Was public notice given for this project?	☐	☐
5	Do the written QBS policies and procedures cover conflicts of interest?	☐	☐
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	☐	☐
7	Do the written QBS policies and procedures discuss the methods of evaluation?	☐	☐

Project Criteria	Weighting

		No	Yes
8	Do the written QBS policies and procedures discuss the method of selection?	☐	☐

Selection committee (titles) for this project

Top three consultants ranked for this project in order	
1	
2	
3	

		No	Yes
9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	☐	☐
10	Were negotiations for this project performed in accordance with federal requirements.	☐	☐
11	Were acceptable costs for this project verified?	☐	☐
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	☐	☐
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	☐	☐
14	QBS according to State requirements used?	☐	☐
15	Existing relationship used in lieu of QBS process?	☐	☒
16	LPA is a home rule community (Exempt from QBS).	☐	☐

RETURN TO AGENDA

2025 PROFESSIONAL SERVICE RATES

Employee Classification	Rate
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

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11/5/25

Longacre Drive - LPF Funding Revisions

MANHOUR ESTIMATE

PREPARED BY: TS

QA'ED BY:

ROW ID	REVENUE PHASES, TASKS AND MILESTONES	Project Manager VIII	Project Engineer VI	Survey Technician IV	Project Engineer IV	HOURS	LABOR
1.00	**Survey**						
1.01	Patching Survey	2	8	8		18	$ 2,620.00
1.02	QA	1				1	$ 250.00
1.04						0	$ -
SUM	**SUMMARY**	**3**	**8**	**8**	**0**	**19**	**$ 2,870.00**
2.00	**Project Development Report**						
2.01	Preliminary Alignment Exhibits and Project Data (ASSUMED COMPLETE)					0	$ -
2.02	Intial Coordination Meeting (NOT INCLUDED)					0	$ -
2.03	Environmental Survey Request (NOT INCLUDED)					0	$ -
2.04	Preliminary Environmental Site Assessment (NOT INCLUDED)					0	$ -
2.05	Draft Project Development Report (ASSUMED COMPLETE)					0	$ -
2.06	Project Development Report Exhibits (ASSUMED COMPLETE)					0	$ -
2.07	Public Involvement (NOT INCLUDED)					0	$ -
2.08	Environmental Updates & Final Report Prep Based on IDOT Comments	2	8		8	18	$ 2,820.00
2.09	QA	1				1	$ 250.00
2.10						0	$ -
SUM	**SUMMARY**	**3**	**8**	**0**	**8**	**19**	**$ 3,070.00**
3.00	**Preliminary Plans**						
3.01	Horizontal Alignment (ASSUMED COMPLETE NO REVISIONS)					0	$ -
3.02	Pavement Design and Typical Section (ASSUMED COMPLETE NO REVISIONS)					0	$ -
3.03	Plan Sheet Revisions Indicating Revised Patching Locations	2	8		8	18	$ 2,820.00
3.04	Sidewalk, Curb Ramp, & ADA Details (ASSUMED COMPLETE NO REVISIONS)					0	$ -
3.05	Misc. Details (ASSUMED COMPLETE NO REVISIONS)					0	$ -
3.06	Removal Plan (ASSUMED COMPLETE NO REVISIONS)					0	$ -
3.07	Schedule of Quantities Revisions	2	4		8	14	$ 2,200.00
3.08	Summary of Quantities Revisions	2	4		8	14	$ 2,200.00
3.09	General Notes and Cover Sheet Revisions	1	2			3	$ 560.00
3.10	Coordination with Client on Design Details (ASSUMED COMPLETE NO REVISIONS)					0	$ -
3.11	Coordination with IDOT on Submittals	2				2	$ 500.00
3.12	QA	2				2	$ 500.00
3.13						0	$ -
SUM	**SUMMARY**	**11**	**18**	**0**	**24**	**53**	**$ 8,780.00**
4.00	**Final Plans**						
4.01	Meeting with Client to Review Plans	2	2			4	$ 810.00
4.02	Incorporate Revisions and Finalize Plans (NOT INCLUDED)					0	$ -
4.03	Utility Coordination (NOT INCLUDED)					0	$ -
4.04	Special Provisions and BDE Provision Revisions	2	4		8	14	$ 2,200.00
4.05	Calculate Quantities (COMPLETED ABOVE)					0	$ -
4.06	Check & Finalize Schedule of Quantities (COMPLETED ABOVE)					0	$ -
4.07	Check & Finalize Summary of Quanitities (COMPLETED ABOVE)					0	$ -
4.08	Estimate of Cost	1	2		2	5	$ 830.00
4.09	Estimate of Time	1	2		2	5	$ 830.00
4.10	Finalize Bid Package	1	2		2	5	$ 830.00
4.11	Coordination on IDOT Submittals and Disposition	1	2		4	7	$ 1,100.00
4.12	QA	4				4	$ 1,000.00
4.13						0	$ -
SUM	**SUMMARY**	**12**	**14**	**0**	**18**	**44**	**$ 7,600.00**
5.00	**Bidding Assistance**						
5.01	Questions / Addenda	1	2			3	$ 560.00
5.02						0	$ -
SUM	**SUMMARY**	**1**	**2**	**0**	**0**	**3**	**$ 560.00**
	TOTAL	**30**	**50**	**8**	**50**	**138**	**$ 22,880.00**

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PROPOSED RESOLUTION NO. 73-'25

A RESOLUTION AUTHORIZING THE MAYOR ON BEHALF OF THE CITY OF FAIRVIEW HEIGHTS TO ENTER INTO AN AGREEMENT WITH THE COUNTY OF ST. CLAIR, VILLAGE OF SWANSEA, CITY OF FAIRVIEW HEIGHTS AND THE JMT ENTERPRISE GROUP, LLC FOR THE CONSTRUCTION OF A SIGNALIZED INTERSECTION AT FRANK SCOTT PAKRWAY, DEPAUL DRIVE AND JENNINGS STATION DRIVE.

WHEREAS, the City of Fairview Heights desires to participate in the construction of a signalized intersection at Frank Scott Parkway, DePaul Drive and Jennings Station Drive to facilitate the free flow of traffic and ensure safety to the motoring public, and

WHEREAS, the City of Fairview Heights and the Village of Swansea will be responsible for all energy charges and maintenance of the traffic signals to be located at Frank Scott Parkway, DePaul Drive and Jennings Station Drive, and

WHEREAS, the County of St. Clair will maintain ownership and operation of the traffic signals.

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 with the County of St. Clair, Village of Swansea, City of Fairview Heights and the JMT Enterprise Group, LLC per the Agreement (Highway Construction & Maintenance) attached hereto, and 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.

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PASSED:

APPROVED:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD - CITY CLERK

RETURN TO AGENDA

AGREEMENT
(Highway Construction & Maintenance)

THIS "**AGREEMENT**" is entered into to be effective as of the ___ day of _______________, 20___, by and among the **COUNTY OF ST. CLAIR,** hereafter "**County**" or "**St. Clair County**", the **VILLAGE OF SWANSEA** hereafter "**Village**", the **CITY OF FAIRVIEW HEIGHTS**, hereafter "**City**", and **JMT ENTERPRISE GROUP, LLC**, an Illinois Limited Liability Corporation, hereafter "**Developer**" (each a "**Party**" and collectively referred to herein as the "**Parties**").

WITNESSETH

Whereas, JMT Enterprise Group, LLC, the developer, is the record owner of certain undeveloped land located in Swansea, Illinois, St. Clair County, Illinois (the "**Property**"), which is legally described in Exhibit "A", attached to this Agreement and incorporated herein by reference;

WHEREAS, the Parties, in order to facilitate the free flow of traffic, ensure safety to the motoring public and to foster economic development of the area, seek to complete the improvement work described in this Agreement in connection with Developer's or its affiliate's development of the Property.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

1. **Description of the Improvements.** The "**Improvements**" shall generally consist of asphalt pavement, earthwork, combination curb and gutter, storm sewer, traffic signals, pavement markings, signage, and other ancillary work necessary for the construction of a signalized intersection at Frank Scott Parkway and Jennings Station Drive pursuant to the construction and roadway plans prepared by Thouvenot, Wade & Moerchen, Inc., dated the ___ day of _________, 20__, attached hereto as Exhibit "B" and incorporated herein by reference (the "**Construction Plans**").

2. **Construction/Installation of the Improvements.**

   2.01. Developer's Work. Any and all work that is to be performed on St. Clair County right-of-way, which is to be maintained by St. Clair County in the future, shall be done in accordance with the Illinois Department of Transportation ("**IDOT**") Standard Specifications for Road and Bridge Construction in effect at the time of the letting for the Improvements and/or as shown on the Construction Plans and/or as directed by the County Engineer. This work must be performed by a contractor who is prequalified with the Illinois Department of Transportation in those categories relevant to the work being done.

   2.02. Review of Construction Plans. The Developer agrees to prepare, or cause to be prepared, the plans and specifications for the Improvements. The County shall cooperate in good faith to provide its approval for roadway access in a reasonably prompt manner, for the Improvements. The Developer agrees not to award the

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contract for the Improvements until said approval is granted. Developer shall obtain any permits, licenses and approvals required for performance of the Improvements work (collectively, the "**Approvals**"). The County, shall cooperate with Developer in its efforts to obtain the Approvals to the extent such Party's involvement is required in connection with issuing the Approvals.

2.03. Material Testing. Any material that is incorporated into areas that are to be maintained by St. Clair County must be tested in accordance with procedures set forth by IDOT by a consultant prequalified with IDOT under Special Services-Construction Inspection. The results of said testing shall be made available to the County upon request. The cost of said testing shall be borne solely by the Developer. Only those materials meeting the standards of IDOT are to be incorporated into the Improvements.

2.04. Temporary Construction Easements. The County agrees to grant and convey, and does hereby grant and convey, to Developer, Developer's affiliates, and their employees, agents, contractors, and representatives, a temporary, non-exclusive easement(s) over, upon, across and under those portions of the public rights-of-way and other real property owned or controlled by such Party which are necessary for the construction and completion of the Development for purposes of: (a) ingress and egress to and from the Property and the location where the Development work is ongoing; (b) the installation and construction of any portion of the materials, equipment, or other improvements constituting a part of the Development, as applicable and otherwise facilitating the construction of the Improvements and the completion of the Development, as contemplated herein. Upon request, any such temporary easements between Developer and/or its affiliates and another Party shall be evidenced pursuant to a written temporary construction easement executed by Developer and/or its affiliates and such Party and in a form reasonably agreeable to the Parties, which may be recorded in the St. Clair County Records upon request of either Party.

2.05. Construction Inspector. Developer shall provide a professional engineer registered in the State of Illinois or a consultant prequalified with IDOT under Special Services – Construction Inspection, to oversee any work being done on St. Clair County right-of-way which will be the maintenance responsibility of the County when completed. The inspections must be in accordance with IDOT's "*Criteria for Outsource Inspector*". Developer must provide the name of the individual or firm performing the work, along with documentation of his/her/their past experience, for County approval.

3. **Maintenance of the Project.**

3.01. County's Maintenance. The County shall maintain permanently all improvements lying within the right-of-way of **Frank Scott Parkway** with the exceptions set forth below. The degree of maintenance required will be at the sole direction of the County Engineer.

3.02. Developer Maintenance. The Developer or its affiliates shall maintain, or cause to be maintained, all proposed or future sidewalks that are located on the Property in

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addition to the commercial entrance, extending up to the edge-of-pavement of **Frank Scott Parkway**. This maintenance shall include, but not be limited to: (i) ensuring that any sidewalk constructed on the Property that are contiguous to, or will be contiguous with, sidewalks on St. Clair County right-of-way are ADA compliant; ii) maintaining the surface of the sidewalks in a level, smooth and evenly covered condition with the type of surface material originally installed or of similar quality, use and durability; (ii) removing all debris, snow, ice, filth and refuse and thoroughly sweeping the sidewalks to the extent reasonably necessary to keep the same clear and accessible; and (iii) otherwise keeping the sidewalks in a good, safe and clean condition that permits pedestrian traffic.

3.03. Village and City Maintenance. The VILLAGE and CITY agree to be responsible for and to pay all energy charges and all maintenance of the traffic signals located at the intersection of Jennings Station Drive and Frank Scott Parkway. The COUNTY will maintain ownership and operation of said signals.

3.04. Dedication: No Obligation of Developer. Notwithstanding anything in this Agreement to the contrary, maintenance, repair, and replacement of any and all improvements constructed or installed as part of the Improvements which are not located on the Property shall be the obligation of (a) the Party owning the property on which such improvements are located, or (b) the County, as part of the public roadway system.

4. **Insurance.** The Developer agrees to cause its contractor to provide both property damage and liability insurance for the project. In order to protect the interest of St. Clair County and the Public Building Commission of St. Clair County, the Developer agrees that such policies of insurance shall name each of St. Clair County and the Public Building Commission of St. Clair County, IL, as additional insured with all costs to be paid by the Developer. The Developer agrees to indemnify, and hold harmless the County for any acts or omissions made by their officers, agents, and/or employees in the construction of the Improvements. The Developer shall cause its contractor to comply with the St. Clair County Standard Insurance Certificate Requirements as described on Exhibit "E", attached hereto and incorporated herein by reference.

5. **Irrevocable Letter of Credit.** The Developer must provide a surety, in the form of an irrevocable line of credit payable to St. Clair County, equal to 115% of the value of the proposed work that is to be done on St. Clair County right-of-way which will become the maintenance responsibility of St. Clair County upon completion and approval of the Improvements. The amount shall be based on the Estimate of Cost as shown on Exhibit "D". This surety is a prerequisite to receiving a Notice to Proceed Authorization from St. Clair County.

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6. **Notices.** All notices, demands or communications required to be given under this Agreement shall be in writing to a Party at its address listed below:

If to County:	St. Clair County Highway Department Attention: Mr. Norman Etling, PE Title: County Engineer Address: 1415 North Belt West Belleville, Illinois 62226 Tel.: (618) 233-1392
If to Village:	Village of Swansea, Illinois Attention: Ben Schloesser Title: Village Administrator Address: 1444 Boul Avenue Swansea, Illinois 62226 Tel.: (618) 234-0044
If to City:	City of Fairview Heights, Illinois Attention: John Harty Title: Director Public Works Department Address: 10025 Bunkum Road Fairview Heights, Illinois 62208 Tel.: (618) 489-2000
If to Developer:	JMT Enterprise Group, LLC Attention: Matt Patterson Title: Manager Address: 4001 State Route 159 Suite 107 Smithton, Illinois 62285-2508 Tel.: (618) 234-7710

7. **Default and Remedies.** Except as otherwise provided in this Agreement, if a Party breaches any provision of this Agreement and fails to remedy such breach within twenty (20) days of notice thereof (unless such cure is not reasonably possible within such 20-day period and the breaching Party has commenced and is pursuing with reasonable diligence such cure), a non-breaching Party may institute legal action against the defaulting Party for specific performance, injunctive or declaratory relief, damages, and/or any other remedy provided by law or in equity. All remedies hereunder shall be deemed cumulative and not exclusive.

8. **Assignment.** No Party may assign this Agreement without obtaining express, written consent from the other Parties prior to assignment; provided, however that Developer may assign this Agreement without the consent of any other Party in connection with the sale of all or a portion of the Property to a successor developer. This Agreement embodies the entire understanding of the Parties with respect to the subject matter hereof and shall be binding upon and inure to the Parties, their respective successors and assigns.

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9. **Governing Law/Venue.** Any controversy or claim, whether based upon contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to this Agreement whether between Parties, or any of the Parties' employees, agents or affiliated businesses, will be resolved under the laws of the State of Illinois, in any court of competent jurisdiction in St. Clair County, IL.

10. **Interpretation of Agreement.** The terms hereof shall not be construed in favor of or against any Party, but shall be construed as if jointly prepared by the Parties, it being understood and agreed that each Party hereto had sufficient opportunity to participate in the drafting of this Agreement and to seek legal advice in relation hereto.

11. **Complete Agreement.** This writing constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof. It supersedes all prior oral and written understandings, agreements, representations, and negotiations.

12. **Non-Waiver.** No waiver by either Party of any default in performance on the part of the other Party, or of any breach or series of breaches, or any of any term, covenant, or condition of this Agreement will constitute a waiver of any subsequent breach or waiver of any term, covenant or condition of this Agreement.

13. **Severability.** If any provision of this Agreement shall be held to be void or unenforceable for any reason, said provision shall be deemed modified so as to constitute a provision conforming as nearly as possible to said void or unenforceable provision while still remaining valid and enforceable, and the remaining terms or provisions hereof shall not be affected thereby.

14. **Modification of Agreement.** No modification of this Agreement shall be effective unless in writing and signed by the Parties hereto. Nothing contained in this Agreement shall constitute or be construed to be a partnership or joint venture between the Parties or their respective successors and assigns.

15. **Execution.** This Agreement may be executed by facsimile, electronic or original signature of the Parties and in counterparts which, assuming no modification or alteration, shall constitute an original and when taken together, shall constitute one and the same instrument.

16. **Survivability.** The terms and provisions of Sections 9-15 shall survive the expiration, termination or completion of this Agreement.

[Signature Pages to Follow]

RETURN TO AGENDA

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the day and year first above written.

Date:____________________

ST. CLAIR COUNTY

By:__________________________________

Name: Mark Kern

Title: St. Clair County Board Chairman

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IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the day and year first above written.

Date: ____________________

Village of Swansea, Illinois

By: ________________________________

Name: ______________________________

Title: Mayor, Village of Swansea ________

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IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the day and year first above written.

Date: ___________________

City of Fairview Heights, Illinois

By: ______________________________

Name: ______________________________

Title: Mayor, City of Fairview Heights

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IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the day and year first above written.

Date:____________________

By: JMT Enterprise Group, LLC

Name: ______________________________

Title: Manager, JMT Enterprise Group, LLC

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EXHIBIT "A"
PROPERTY LEGAL DESCRIPTIONS

Exhibit "B"
CONSTRUCTION PLANS
(consisting of 16 sheets following this page)

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Exhibit "C"

ST. CLAIR COUNTY STANDARD INSURANCE CERTIFICATE REQUIREMENTS

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Exhibit "D"

ESTIMATE OF COST OF WORK TO BE CONSTRUCTED ON ST. CLAIR COUNTY RIGHT-OF-WAY THAT WILL BECOME THE MAINTENANCE RESPONSIBILTY OF ST. CLAIR COUNTY UPON COMPLETION AND ACCEPTANCE.