

Committee Members:

Josh Frawley
James Winkeler
Brenda Wagner
Pat Peck
Bill Poletti

AGENDA

OPERATIONS COMMITTEE

Wednesday, November 12, 2025 | 7:00 p.m.

Council Chambers, Fairview Heights City Hall
10025 Bunkum Road, Fairview Heights, IL 62208

Public participation (hybrid):

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1. **Roll Call**
2. **Public Participation**
3. **Approval of Minutes – October 15, 2025**

Law Enforcement

Aldersperson Josh Frawley

1. **No Items**

Public Works

Aldersperson Bill Poletti

1. **Longacre Drive – Engineering Services Proposal**
2. **Intergovernmental Agreement - Frank Scott Parkway at DePaul Drive**
3. **Director's Report/Project Updates**

THE CITY OF FAIRVIEW HEIGHTS

OPERATIONS COMMITTEE MEETING MINUTES

Wednesday, October 15, 2025, 7:00 p.m.

Council Chambers

Fairview Heights City Hall

Fairview Heights, Illinois

Committee Members in attendance – Alderpersons Josh Frawley, Jimmy Winkeler, Brenda Wagner, Pat Peck

Committee Members absent – Alderperson Bill Poletti

Other Alderpersons and Elected Officials in attendance – Mayor Mark Kupsy, Alderpersons Frank Menn, Barb Brumfield – tele/conference, Derrick King

Staff in attendance – City Attorney Andrew Hoerner, Finance Director Gina Rader, Associate Director of IT Chris Elliott – tele/conference, Parks & Recreation Director Angie Beaston – tele-conference, Police Chief Steve Johnson, Public Works Director John Harty

Recorder – Jill Huffman

Public Participation

None

Approval of Minutes, September 16, 2025

Motion and second to approve minutes were made by Alderpersons Peck/Wagner. Roll call vote: Alderpersons Frawley – yes, Winkeler - yes, Wagner – yes, Peck - yes, Poletti – absent. Motion carried.

Law Enforcement Committee

Alderperson Josh Frawley, Chairman

STATEMENT OF THE DEPARTMENT

The Chief of Police presented his written report to the elected officials for their review of which there were no questions or comments, however, the Chief had a couple of additions to the report.

The Chief stated that the Police Department is five officers short: three with injuries, one health related, and one resigned. Two officers are on field training at the academy.

The Chief relayed that last Monday, they participated in Faith in Blue which is an annual event and teamed with the Edgemont Bible Church, where Pastor Doug is one of the volunteers who went through the Citizens Academy. The Illinois State Police helped with the event.

The Chief stated the holidays are approaching and that a bit before Thanksgiving to after Christmas, officers are not allowed a day off.

The Chief relayed that as most know, there was an officer on a traffic stop and a motorist hit the back of the squad car. The Chief has received many calls commenting that the officer handled the situation in a professional manner. He stated that no one was injured in the incident.

Aldersperson Wagner stated that since the Chief has been with the City, there has been more information distributed to the community, especially when good things happen. She believes this has set the standard for other police departments, showing that the Fairview Heights Police Department is above the curve. The Mayor added that it was three years ago yesterday that he called Chief Johnson offering him the Chief position. The Chief believes the Police Department is great due to the support of the City Council.

Aldersperson Peck stated that although an event was not stated in the report, the FOP, officers and staff participated in the 5K run for Special Olympics. Aldersperson Wagner commented that this was posted on social media.

The Chief believes there are 30 Trunk or Treat events, and that the Police Department is invited to every event, however, they cannot attend them all. If the Department is unable to have a table at the event, an officer stops by the event. The Chief stated this creates ties with the community who then supports the officers.

The Mayor questioned the Chief for the Halloween hours. The Chief replied that there are no specific hours, however, the generally accepted hours are from dusk to between 8:30 – 9:00 p.m.

CODE ENFORCEMENT – SEPTEMBER 2025

No discussion.

PURCHASE FOUR (4) 2025 FORD POLICE INTERCEPTOR VEHICLES

The Chief is requesting that the Committee approve the purchase of four 2025 Ford Police Interceptors. He stated that this is budgeted, and the vehicles are at the dealer.

Aldersperson Peck commented that the vehicles have to be equipped. The Chief stated that they are going to transfer as much equipment as possible to the new vehicles.

Motion and second to forward a resolution to City Council with recommendation of approval the purchase of four 2025 Ford Police Interceptors from Morrow Brothers Ford in the amount, not to exceed, \$181,720.00 by Aldersperson Wagner/Peck. Roll call vote showed Alderspersons Frawley – yes, Winkeler – yes, Wagner – yes, Peck – yes, Poletti – absent. Motion carried.

PURCHASE 1 POLICE INTERCEPTOR (WRECK REPLACEMENT)

The Chief is requesting the purchase of an additional squad car to replace the vehicle involved in the crash. The insurance carrier claimed this vehicle as a total loss. He stated that there is a vehicle at the dealership.

Aldersperson Wagner questioned what the insurance will cover to which the Chief replied that they do not know. He stated that there are enough funds in the Capital Improvements Plan to cover the difference. The City will be reimbursed for portions of the cost from insurance. The Mayor added that this vehicle was purchased four to five years ago and the interior equipment was not added to the City's insurance policy. He stated that some of the interior equipment may be salvageable, and if necessary, a six-month budget adjustment may be needed. The Chief stated that the City should be paid the worth of the vehicle from the insurance company.

Motion and second to forward a resolution to City Council with recommendation of approval the purchase of one 2025 Ford Police Interceptor from Morrow Brothers Ford in the amount, not to exceed, \$45,430.00 by Aldersperson Peck/Winkeler. Roll call vote showed Alderspersons Frawley – yes, Winkeler – yes, Wagner – yes, Peck – yes, Poletti – absent. Motion carried.

ITOUCH BIOMETRICS BOOKING SYSTEM

The Chief relayed the problems they have been having with the outdated fingerprint machine. The purchase of a new machine is in the current budget. A new machine will provide digital fingerprinting. After review of three companies, it was determined that iTouch Biometrics was the best company to meet the needs of the Department. The Chief stated that many people come to the Police Department to get fingerprinted, i.e., jobs, licensing, etc., therefore, a secondary machine will be provided by iTouch in the Department's lobby, eliminating the need to take a citizen in the secure area of the Department.

Motion and second to forward a resolution to City Council with recommendation of approval to purchase livescan fingerprint software, including shipping, installation, and training from iTouch Biometrics, Chicago, Illinois for use by the Police Department in the amount, not to exceed, \$19,370.00 by Aldersperson Wagner/Peck. Roll call vote showed Alderspersons Frawley – yes, Winkeler – yes, Wagner – yes, Peck – yes, Poletti – absent. Motion carried.

MOTION – DONATE OBSOLETE DJI M200 DRONE TO SWIC

The Chief stated that the first drone the Department purchased is outdated and does currently fly as it would need \$3,000 to \$4,000 to update. The Department's other drones are much more advanced. The Department looked at trading the drone in, however, no one is interested as it needs to be updated. SWIC is interested in using it for training, therefore, the City will sell the drone to SWIC for one dollar.

Motion and second to sell the DJI M200 Drone to SWIC for \$1.00 by Aldersperson Peck/Wager. Roll call vote showed Alderspersons Frawley – yes, Winkeler – yes, Wagner – yes, Peck – yes, Poletti – absent. Motion carried.

MOTION/RESOLUTION – 3 SOLAR LPR CAMERAS (UTILITRA) – 159 & LUDWIG

In keeping the public safe, the Chief stated they found a huge advantage utilizing license plate readers. He relayed that the full amount of three cameras is budgeted, however, a grant was submitted to the Illinois Attorney General's office. The additional readers would be located at Ludwig and Illinois Route 159 corridors.

Motion and second to forward a resolution to City Council with recommendation of approval to purchase three Solar Sight 1465 license plate reader cameras, to include a five-year warranty and basic installation from Utilitra in the amount, not to exceed, \$24,300.00 by Alderperson Wagner/Peck. Roll call vote showed Alderpersons Frawley – yes, Winkeler – yes, Wagner – yes, Peck – yes, Poletti – absent. Motion carried.

Alderperson Peck complimented the Chief on this month's report that included informational and requested items, and was very thorough.

Public Works Committee

Alderperson Josh Frawley, Acting Chairman

OAK, ELM AND CEDAR DRIVE – ENGINEERING PROPOSAL

The Public Works Director presented an engineering proposal associated with Oak, Elm and Cedar Drives near the Pleasant Ridge Road corridor. TWM, Inc. submitted a proposal for the design work. The improvements are for approximately 3,000 feet, a lengthy project. Also included will be Lea Street as there is a portion of Lea that has not been upgraded between Cedar Drive and Bunkum Road. The Director stated he believes the proposal amount of \$114,915.00 is fair and recommends TWM, Inc. for the engineering design.

The Mayor stated that the Ward 1 aldermen will be glad to see this project get underway. Alderperson Menn thanked the Director of Public Works and stated since Oak, Elm, Cedar and Lea will be improved, these streets will no longer have to be oiled and chipped. The Director anticipates construction to begin late summer, 2026.

Motion and second to forward a resolution to City Council with recommendation of approval the contract with TWM, Inc. for the design work associated with Oak, Elm and Cedar Drives for a sum of \$114,915.00 by Alderperson Wagner/Peck. Roll call vote showed Alderpersons Frawley – yes, Winkeler – yes, Wagner – yes, Peck – yes, Poletti – absent. Motion carried.

KADLEC DRIVE – ENGINEERING PROPOSAL

The Public Works Director presented an engineering proposal for Kadlec Drive, also on the Minor Projects Priority List, Capital Improvements Plan. It is in Ward 3 and intersects with Illinois Route 159 near Grand Rental Station and runs west to east. The existing roadway is oil and chip and propose to install curb and gutter, asphalt surface and storm sewer. The improvements are approximately 1,500 feet from Illinois Route 159 to beyond the fire station to Belle Drive. Gonzalez Companies, LLC has provided a proposal for the design work for \$75,000.00 which the Director believes is reasonable; \$80,000.00 is budgeted in the Capital Improvements Plan for engineering.

Alderperson Frawley questioned if this would terminate at the fork in the road to which the Director replied he is proposing to stop beyond the fire station at a property line and pick up Belle with another project. He stated, in time, Kadlec, Elvira, Belle, and East will all be improved, but had to begin with Kadlec as its at the low end.

Motion and second to forward a resolution to City Council with recommendation of approval the contract with Gonzalez Companies, LLC for the design work associated with Kadlec Drive for

the sum of \$75,000.00 by Alderperson Wagner/Peck. Roll call vote showed Alderpersons Frawley – yes, Winkeler – yes, Wagner – yes, Peck – yes, Poletti – absent. Motion carried.

SURPLUS VEHICLES – MOTION TO AUCTION

The Public Works Director requested permission to auction four vehicles: 2016 Ford Explorer, 2017 Ford Explorer, 2017 Ford Interceptor, 2009 Ford Crown Victoria.

Alderperson Peck questioned if these are all police vehicles to which the Director replied yes and one is a detective's vehicle.

Alderperson Peck questioned if these vehicles are auctioned with police markings on them to which the Director replied no, the markings are removed.

The Mayor stated that the listed mileage on the vehicles is drive miles, however, the police have many more idle miles on the vehicles.

Motion and second to direct staff to auction the following vehicles: 2016 Ford Explorer, 2017 Ford Explorer, 2017 Ford Interceptor, and a 2009 Ford Crown Victoria by Alderperson Peck/Wagner. Roll call vote showed Alderpersons Frawley – yes, Winkeler – yes, Wagner – yes, Peck – yes, Poletti – absent. Motion carried.

DIRECTOR'S REPORT/PROJECT UPDATES

The Director presented his written report to the elected officials for their review to which there were no questions or comments.

The Public Works Director relayed that next week, Public Works staff will begin concrete and sidewalk demolition at the Police Department's parking lots. The asphalt contractor should be on site October 27 to mill and overlay the front and back parking lots. The Mayor questioned if this has been coordinated with the Parks Department to which the Director confirmed.

The Mayor questioned the installation of the street lights in Fairview Hills to which the Director replied that he met with Ameren last week and is waiting on a cost differential between the subdivision's lantern-style light and a wood pole light. He stated that the wood pole is free and the lantern-style is not and would like a quote as this would be paid by TIF 1 funds. The Mayor stated that the subdivision sign has been ordered to be placed in front of the subdivision where the guard shack stood. This will also be paid by the remaining TIF 1 funds.

A motion and second was made to adjourn the Operations Meeting by Alderperson Peck/Wagner. All were in favor and the motion carried.

Adjournment 7:31 p.m.

Submitted By:

Recorder



Local Public Agency Engineering Services Agreement

Using Federal Funds? ☐ Yes ☒ No	Agreement For MFT PE	Agreement Type Original
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LOCAL PUBLIC AGENCY

Local Public Agency Fairview Heights	County St. Clair	Section Number 20-00044-00-RS	Job Number C-98-013-24
Project Number 	Contact Name John Harty	Phone Number (618) 489-2020	Email harty@cofh.org

SECTION PROVISIONS

Local Street/Road Name Longacre Drive	Key Route FAU 9163	Length 1.0 Mi.	Structure Number 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 Gonzalez Companies, LLC	Contact Name Tony Schenk	Phone Number (618) 222-2221	Email tschenk@gocos.net
Address 525 West Main Street, Suite 125	City Belleville	State IL	Zip Code 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 Contractor	A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

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 origin 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

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The

Local Public Agency Type
City

 of

Local Public Agency
Fairview Heights

By (Signature & Date)

--

By (Signature & Date)

--

Local Public Agency

Fairview Heights

Local Public Agency Type

City

Clerk

Title

--

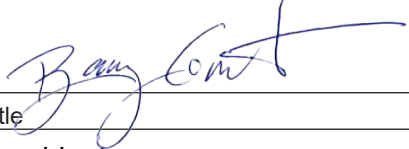
(SEAL)

Executed by the ENGINEER:

Attest:

Prime Consultant (Firm) Name
Gonzalez Companies, LLC

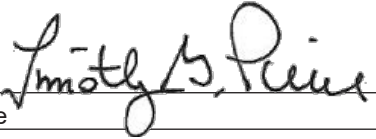
By (Signature & Date)

 11/5/2025
--

Title

President

By (Signature & Date)

 11/5/2025

Title

Chief Financial Officer

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

--

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.

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

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	
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			
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).	☐	☐



2025 PROFESSIONAL SERVICE RATES

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

Direct Costs

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

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	Initial 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 Quantities (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

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

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

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.

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.

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]

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

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

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

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

EXHIBIT "A"
PROPERTY LEGAL DESCRIPTIONS

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

Exhibit "C"

ST. CLAIR COUNTY STANDARD INSURANCE CERTIFICATE REQUIREMENTS

Exhibit "D"

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

Memo

To: Elected Officials
From: John Harty-Director of Public Works
CC: Directors
Date: November 7, 2025
Re: Director's Report



Longacre Drive – Engineering Services Agreement
(Agenda Item 1)

This agreement is associated with the second phase of the Longacre Drive improvements from Ruby Lane to Union Hill Drive. The work addresses changes in the corridor and updating the plans for a State letting. The IDOT programming grant will fund the entirety of the \$22,880. The Department is aiming to get the entire Longacre Drive project on the March of 2026 letting which means construction next summer. The Federal STP grant along with the IDOT grant will fund the entire project with no City funds necessary.

Intergovernmental Agreement – Frank Scott Parkway at DePaul Drive
(Agenda Item 2)

Proposed is an agreement between the City, St. Clair County, the Village of Swansea and JMT Enterprise Group outlining the responsibilities associated with improvements to the Frank Scott Parkway/DePaul Drive intersection. Part of the work, that is to be the responsibility of the developer, is to install signal lights at said intersection that would be beneficial to the Fox Creek neighborhood. DePaul Drive will remain as it exists today as there will be no changes allowed to the current alignment. The agreement is currently being reviewed by the City Attorney.

Director's Report/Project Updates
(Agenda Item 3)

➤ ***Lincoln Highway Improvements***

The work on the north side of Lincoln Highway from the west Mall entrance to the Schnucks frontage is essentially complete. There are a couple of sidewalk ramps yet to be installed, one awaiting an Ameren power pole move and the other to be worked on in the next couple of days. Hank's has moved on to the south, eastbound, side of Lincoln Highway and is building from west to east.

➤ ***Lincoln Trail Sidewalk Improvements***

The design work associated with the current phase of the proposed sidewalks, Union Hill to Bunkum, is on hold due to a policy issue with IDOT District 8. The Department is trying to work through this issue with the assistance of our consultant, Homer and Shifrin.

➤ ***Pearson Drive***

They are about 85% complete with the Pearson roadway plans and fieldwork/lab testing has been completed for the retaining wall. Additionally, they are working internally on the stability models for the proposed retaining wall.

The Pearson Drive improvements are still on schedule for a January bid letting as discussed in prior meetings.

➤ ***Stonewolf Concrete Removal and Replacement***

As of this overview preparation all the northbound lane of Wolfrun Trail patches have been completed, KRB Excavating is moving on to the east bound lanes of Stonewolf Trail

➤ ***Longacre Drive Joint Replacement***

This project is now complete with the installation of eighteen patches on Longacre. The overall concrete patching work is not complete as it will resume next summer with the Longacre overlay project. I felt we repaired the very worst of concrete joints as they would not have survived another winter.

➤ ***Police Department Parking Lot***

The work on the PD parking lot began on Monday, October 27 with the milling of the rear lot. By the 29th both front and rear lots were milled, three-inch mill depth in the rear lot and two-inch depth in the front. Rain on the 30th forced us into a waiting period as the milled surfaces and aggregate base need to dry out. Work resumed on the 4th of this month as the rear lot was graded and soft subgrade was repaired. The rear lot was paved on the 5th and the front on the 6th. All that is left is the pavement marking and that should occur in the next week or so.

Thanks to the Street Division of PW for removing all the concrete sidewalk and curb sections and replacing those areas with aggregate base. That work was necessary to keep the overall parking lot replacement cost to a minimum.

MOTIONS

Agenda Item 1

Move to send to City Council with the recommendation of approval the contract with Gonzales Companies, LLC for the design work associated with the second phase of Longacre Drive from Ruby Lane to Union Hill Road for the sum of \$22,880.00.

Agenda Item 2

Move to send to City Council, with the recommendation of approval, the intergovernmental agreement with St. Clair County, the Village of Swansea and JMT Enterprise Group, LLC for the construction of a signalized intersection at Frank Scott Parkway and DePaul Drive.