



City of Fairview Heights

CITY COUNCIL MEETING AGENDA
10025 BUNKUM ROAD
FAIRVIEW HEIGHTS, IL 62208
September 15, 2026
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. Pledge of Allegiance

F. Consent Agenda:

City Council Minutes – September 01, 2026
Finance Director's Report
Presentation of Bills - \$ 3,594,829.38

B. Invocation

C. Call to Order

G. Committee Reports

D. Roll Call

H. Communications from Mayor

E. Public Participation

I. Communication from Elected Officials

J. UNFINISHED BUSINESS

Proposed Ordinance No. 45-'26 an Ordinance amending Ordinance No. 190, "The Revised Code", thereby creating Section 18 of Chapter 8 – Business Regulations – Mobile Retail Vendor Licensure. (Community Committee)

K. NEW BUSINESS

Proposed Ordinance No. 46-'26 an Ordinance affirming the donation of Real Estate from the City of Fairview Heights to the St. Clair County Transit District to facilitate the construction of a bike trail. (Operation Committee)

Proposed Resolution No. 52-'26 a Resolution authorizing the Mayor to enter into a purchase agreement with Modern Communications for the purchase of an A/V Streaming Systems. (Administration Committee)

Proposed Resolution No. 53-'26 a Resolution Amending Resolution No. 4028-2016; a Resolution Adopting a complete and current City of Fairview Heights Personnel Code. (Administration Committee)

Proposed Resolution No. 54-'26 a Resolution authorizing the Mayor on behalf of the City to enter into a contract with PGAV Planners LLC to provide professional services for completing necessary tasks related to the creation of a Star Bond District. (Administration Committee)

Proposed Resolution No. 55-'26 a Resolution authorizing the purchase of certain items related to Streetscape improvements within the Lincoln Trail Corridor. (Administration Committee)

Proposed Resolution No. 56-'26 a Resolution authorizing the purchase of certain items related to Streetscape improvements within the Lincoln Trail Corridor. (Administration Committee)

Proposed Resolution No. 57-'26 a Resolution authorizing the Mayor to enter into an agreement on behalf of the City of Fairview Heights with Bulk Storage Inc. for the Salt Dome Roof Replacement. (Operation Committee)

Proposed Resolution No. 58-'26 a Resolution authorizing the Mayor to enter into an agreement on behalf of the City with Millennia Professional Services of Illinois, LTD. to provide professional engineering and surveying services for the Blumberg Lake Drainage improvements project. (Operation Committee)

Proposed Resolution No. 59-'26 a Resolution authorizing the Mayor to execute a Temporary Construction Easement with the St. Clair County Transit District to facilitate the construction of a bike trail. (Operation Committee)

Proposed Resolution No. 60-'26 a Resolution of support for the City to install a donated Bronze Plaque on the front of City Hall honoring the Pleasant View Sanatorium. (Operation Committee)

L. MOTION

M. ADJOURNMENT

**CITY OF FAIRVIEW HEIGHTS
CITY COUNCIL MINUTES
September 01, 2026**

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

ROLL CALL

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

PUBLIC PARTICIPATION

None

CONSENT AGENDA

Alderman LeFlore moved to approve the July 7th, 2026 and the August 18th, 2026 City Council Meeting Minutes. Seconded by Alderman Frawley.

Alderman Pat Peck motioned to amend the July 7th, 2026 City Council Meeting Minutes, under Communications from the Mayor, to say "Alderman Pat Peck and the Trekking for Trash volunteers for cleaning the nearby roads". Seconded by Alderman LeFlore.

Roll call on the motion to amend the July 7th, 2026 City Council Meeting Minutes, under Communications from the Mayor, to say "Alderman Pat Peck and the Trekking for Trash volunteers for cleaning the nearby roads" showed Aldermen Peck, Harris, Poletti, King, Menn, Frawley, LeFlore, Winkeler, Wagner, and Brumfield voting "Yea".

Roll call on the August 18th and the amended July 7th, 2026, 2026 City Council Meeting Minutes showed Aldermen Peck, Harris, Poletti, King, Menn, Frawley, LeFlore, Winkeler, Wagner, and Brumfield voting "Yea". Motion passes with 10 yeas.

COMMITTEE REPORTS

The Mayor announced that the Administration and Operations Meeting will be on Wednesday, September 9, 2026 at 7:00 P.M.

COMMUNICATIONS FROM THE MAYOR

Mayor Mark first and foremost wanted to thank the Police Department for keeping the City safe, especially during all the offenses that happened in August. Mayor Kupsy asked for a moment of silence for the passing of Belleville Chief of Police, Matt Eiskant, who served over 25 years to the City of Belleville. The Mayor shared the Salute to the Arts Festival was very successful, highlighting the perfect weather and all the positive feedback that was received. Mayor Mark introduced a special guest, Senator Erica Harriss. Senator Harriss reaches out annually and talks with Mayor Mark Kupsy to see what city projects or needs she can help support using state resources. Mayor announced with Senator Harriss's help, last year the City of Fairview Heights was able to obtain a grant that will help fund the remodeling of the City Hall Council Chambers. Mayor informed everyone registration is open for the Fishing

COMMUNICATIONS FROM THE MAYOR- CONTINUED

Rodeo at Moody Park that will take place on September 12, 2026. Also, on September 12, 2026 the Autism Center will be doing an Autism Walk in the Park, for more details and sign-up information you can visit their website. Next Tuesday, September 8, 2026, we will be having a brunch honoring Captain CJ Beyersdorfer's retirement, he has over 30 years with the City of Fairview Heights. There will also be a swearing in ceremony later that evening for promoting Lieutenant David Kitley to Captain, Sergeant Jason Totel to Lieutenant, and Officer Zachary Adrian to Sergeant. Mayor Mark reminded everyone Monday; September 7th, 2026 is Labor Day and City Hall will be closed. Mayor Kupsy revealed this year's Winterfest will be on November 7th, 2026. Lastly, Mayor shared the next City Council Meeting will be the last meeting in the Chambers room.

COMMUNICATIONS FROM ELECTED OFFICIALS

Alderman Pat Peck announced the next Trekking for Trash is on September 12, 2026. Alderman Peck also expressed her gratitude for Trekking for Trash and it volunteers for being spotlighted on Great Day St. Louis.

Alderman Brenda Wagner discussed the Track or Treat event that will take place on October 16, 2026 at the REC. Alderman Wagner encouraged any Council Members who want to participate to please reach out to her.

Alderman Anthony LeFlore wanted to thank Chief of Police Steve Johnson and the City of Fairview Heights Police Department for sponsoring the Community Event held at Urban League. Alderman LeFlore also thanked Aldermen Pat Peck, Jeff Harris, Barbara Brumfield, City Clerk Karen Kaufhold, and Mayor Mark Kupsy for coming out and showing support along with him.

UNFINISHED BUSINESS

None

NEW BUSINESS

Proposed Ordinance No. 44-'26 an Ordinance granting an Area Bulk Variance to allow a detached carport to be 50' from the front property line, 6' from the side property line, and 5' from the dwelling at 72 Circle, Fairview Heights, PIN #03-17.0-303-001. Motion made by Alderman Peck. Seconded by Alderman Wagner. Proposed Ordinance No. 44-'26 was read for the first time.

Alderman Menn made a motion to advance Proposed Ordinance No. 44-'26 to the second reading. Seconded by Alderman LeFlore.

Roll call to advance Proposed Ordinance No. 44-'26 to the second reading showed Aldermen Peck, Harris, Poletti, King, Menn, Frawley, LeFlore, Winkeler, Wagner, and Brumfield voting "Yea". Motion passes with 10 yeas.

Roll call on Proposed Ordinance No. 44-'26 showed Aldermen Peck, Harris, Poletti, King, Menn, Frawley, LeFlore, Winkeler, Wagner, and Brumfield voting "Yea". Motion passes with 10 yeas.

Proposed Ordinance No. 44-'26 passed on 10 yeas.

Proposed Ordinance No. 44-'26 now becomes **ORDINANCE NO. 2031-2026**

Proposed Ordinance No. 45-'26 an Ordinance amending Ordinance No. 190, "The Revised Code", thereby creating Section 18 of Chapter 8 – Business Regulations – Mobile Retail Vendor Licensure. Motion made by Alderman LeFlore. Seconded by Alderman Wagner. Proposed Resolution No. 45-'26 was read for the first time.

NEW BUSINESS-CONTINUED

Proposed Resolution No. 49-'26 a Resolution authorizing the Mayor on behalf of the City of Fairview Heights, to enter into an Intergovernmental Agreement with Caseyville Township for the exchange of Sewer Tap-In Fee Waivers and Parking Lot Surfacing Services. Motion made Alderman Poletti. Seconded by Alderman Brumfield.

Roll call on Proposed Resolution No. 49-'26 showed Aldermen Peck, Harris, Poletti, King, Menn, Frawley, LeFlore, Winkeler, Wagner, and Brumfield voting "Yea". Motion passes with 10 yeas.

Proposed Resolution No. 49-'26 passed on 10 yeas.

Proposed Resolution No. 49-'26 now becomes **RESOLUTION NO. 4729-2026**

Proposed Resolution No. 50-'26 a Resolution approving a Special Use Permit at 1510 North 89th Street within the "B-3" Community Business District to allow planned unit development. Motion made Alderman LeFlore. Seconded by Alderman Winkeler.

Roll call on Proposed Resolution No. 50-'26 showed Aldermen Peck, Harris, Poletti, King, Menn, Frawley, LeFlore, Winkeler, Wagner, and Brumfield voting "Yea". Motion passes with 10 yeas.

Proposed Resolution No. 50-'26 passed on 10 yeas.

Proposed Resolution No. 50-'26 now becomes **RESOLUTION NO. 4730-2026**

Proposed Resolution No. 51-'26 a Resolution authorizing the Mayor to enter into a purchase agreement with Morrow Brothers Ford, Inc Greenfield, Illinois, for the purchase of one (1) 2026 Ford Interceptor Police Vehicle for use by the Fairview Heights Police Department. Motion made Alderman Wagner. Seconded by Alderman Harris.

Roll call on Proposed Resolution No. 51-'26 showed Aldermen Peck, Harris, Poletti, King, Menn, Frawley, LeFlore, Winkeler, Wagner, and Brumfield voting "Yea". Motion passes with 10 yeas.

Proposed Resolution No. 51-'26 passed on 10 yeas.

Proposed Resolution No. 51-'26 now becomes **RESOLUTION NO. 4731-2026**

Motion made by Alderman Poletti to adjourn. Seconded by Alderman LeFlore. Motion carried.

Meeting adjourned at 7:22 P.M.

Respectfully submitted,

Karen Kaufhold
CITY CLERK

Memo

To: Mayor & City Council
From: Gina Rader - Director of Finance
CC: City Clerk & Directors
Date: September 10, 2026
Re: Finance Report – September 15, 2026 City Council Meeting

Bill List

The Bill List for August 2026 was presented to the Finance Committee and recommended for forwarding to the September 15, 2026, City Council Meeting. The amount is \$ 3,594,829.38.

Sales Tax Report

Attached is the September Sales Tax Report. The City recorded a slight decrease compared to the same period last year; it calculated to 0.6% (\$4,624.72) decrease.

Legislation

- Quote for Proof-of-Concept Streetscape Elements on Lincoln Trail was approved to be forwarded to City Council.
- The STAR Bond District Study Proposal was approved to be forwarded to City Council with the amount not to exceed \$45,000.00
- Bid results were presented for the Fairview Heights Council Chambers A/V Streaming System; the winning bid received approval to be forwarded to City Council.

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

DISTRIBUTION MONTH	MAY 2018 - APRIL 2019	MAY 2020 - APRIL 2021	MAY 2021 - APRIL 2022	MAY 2022 - APRIL 2023	MAY 2023 - APRIL 2024	MAY 2024 - APRIL 2025	MAY 2025 - APRIL 2026	MAY 2026 - APRIL 2027	% CHANGE	CHANGE IN DOLLARS
MAY	\$ 553,114.13	\$ 518,363.86	\$ 485,349.04	\$ 566,819.87	\$ 611,908.51	\$ 629,180.65	\$ 622,533.94	\$ 603,366.03	-4.1%	\$ (19,167.91)
JUN	676,704.83	473,959.16	779,052.70	762,542.61	743,018.96	741,809.41	783,008.20	\$ 730,811.63	-7.1%	\$ (52,196.57)
JUL	555,320.85	292,786.39	671,227.76	729,663.46	646,895.58	645,682.49	701,715.12	\$ 723,376.57	3.0%	\$ 21,661.45
AUG	607,357.54	352,983.85	705,072.08	696,071.59	671,800.32	672,068.48	708,685.86	\$ 658,522.96	-7.6%	\$ (50,162.90)
SEP	623,578.60	573,698.65	769,875.25	723,295.00	714,236.85	686,146.56	755,562.63	\$ 751,037.91	-0.6%	\$ (4,524.72)
OCT	540,557.44	553,942.65	644,304.43	655,076.98	633,142.68	662,673.06	714,150.91			
NOV	570,594.16	539,090.76	669,316.96	657,316.09	666,756.88	681,623.37	710,507.47			
DEC	577,677.65	588,959.31	639,166.02	711,995.75	687,640.20	661,750.89	723,106.41			
JAN	560,273.13	552,631.29	666,763.34	688,819.03	667,526.21	761,850.84	717,013.49			
FEB	668,036.72	555,336.35	707,919.44	717,165.05	722,678.85	779,355.75	749,666.72			
MAR	870,591.30	800,244.14	1,021,806.92	938,892.59	965,462.25	954,362.92	1,006,113.92			
APR	457,194.13	499,297.62	567,463.90	591,594.14	597,229.68	581,935.70	608,444.92			
YTD TOTAL	\$ 7,261,000.48	\$ 6,301,294.03	\$ 8,327,317.84	\$ 8,439,252.16	\$ 8,328,296.97	\$ 8,458,440.12	\$ 8,800,509.59	\$ 3,467,115.10		\$ (104,390.65)
YTD CHANGE	-1.8%	-13.6%	33.7%	1.1%	-1.5%	1.9%	4.0%			
MONTHLY AVG	\$ 605,083.37	\$ 525,107.84	\$ 693,943.15	\$ 703,271.01	\$ 694,024.75	\$ 704,870.01	\$ 733,375.80	\$ 693,423.02		

PROPOSED ORDINANCE NO. 45-'26

AN ORDINANCE AMENDING ORDINANCE NO. 190, "THE REVISED CODE", THEREBY CREATING SECTION 18 OF CHAPTER 8 – BUSINESS REGULATIONS – MOBILE RETAIL VENDOR LICENSURE.

WHEREAS, Chapter 8 of the Fairview Heights Municipal Code provides for the regulation of businesses within the City of Fairview Heights, and

WHEREAS, Certain provisions of the Fairview Heights Municipal Code are not consistent with current business practices, and

WHEREAS, the Fairview Heights Land Use and Economic Development Department has proposed modifications to the Fairview Heights Business Regulations code based on technical review and guidance from the Director of Finance, and

WHEREAS, the City Council of the City of Fairview Heights has determined it is in the best interest of the City to approve the aforementioned modifications and to update the Fairview Heights Business Regulations Code.

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

SECTION 1: The Fairview Heights Municipal Code shall be and is hereby amended by creating a new section within the Revised code titled Chapter 8 – Business Regulations – Section 18 – Mobile Retail Vendor Licensure, a copy of which is attached hereto as Exhibit A and is incorporated herein by reference.

SECTION 2: All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

SECTION 3: This ordinance shall be in full force and effect from and following its passage, approval and publication as provided by law.

READ FIRST TIME: 09/01/2026

READ SECOND TIME:

PASSED:

APPROVED:

PUBLISHED:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD - CITY CLERK

Sponsored by: Community Committee

8-18-1 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

MOBILE FOOD VEHICLE. A motorized vehicle (sometimes referred to as a “food truck”) that may temporarily park in an area designated by this chapter, and engage in the service, sale or distribution of ready-to-eat food for individual-portion service to the general public directly from the vehicle, upon issuance of a business registration by the Finance Department and conformance with the regulations established by this chapter.

MOBILE FOOD VEHICLE VENDOR. The registered owner of a mobile food vehicle, or the owner’s agent or employee, and referred to in this chapter as “vendor.”

MOBILE RETAIL VEHICLE. A motorized vehicle (sometimes referred to as a “store truck”) that may temporarily park in an area designated by this chapter, and engage in the service, sale or distribution of retail products to the general public directly from the vehicle, upon issuance of a business registration by the Finance Department and conformance with the regulations established by this chapter.

MOBILE RETAIL VEHICLE VENDOR. The registered owner of a mobile retail sales vehicle, or the owner’s agent or employee, and referred to in this chapter as “vendor.”

HEALTH DEPARTMENT. St. Clair County Health Department.

FIRE DEPARTMENT. Fairview Caseyville Township Fire Protection District.

8-18-2 SCOPE.

The provisions of this section apply to mobile food vehicles engaged in the business of cooking, preparing and distributing food or beverage, with or without charge, upon or in public and private spaces, and mobile retail sales vehicles engaged in the business of selling retail merchandise upon or in public and private restricted spaces. This chapter does not apply to ice cream vendors, mobile food vehicles operating at the location of their commissary kitchen, or mobile retail vehicles operating on real property owned by the owner of the vehicle.

8-18-3 MOBILE FOOD/RETAIL VENDOR LICENSE REQUIRED.

(A) It shall be unlawful for any person or entity (including, but not limited to, any religious, charitable or non-profit organization) to operate a mobile food vehicle or mobile retail sales vehicle within the City without having obtained from the City a business license in addition to a mobile food/retail vendor license for such purpose.

(B) A mobile food/retail vendor license is required for each and every mobile food vehicle and/or mobile retail vehicle.

8-18-4 FEE.

(A) The application fee for a license and the renewal of a license granted by Finance Department for operation of a mobile food vehicle or mobile retail vehicle shall be **fifty**

dollars (\$50.00). This fee is non-refundable and is used solely for the administration of this Article.

(B) Mobile food vehicles and mobile retail vehicles participating in City organized events are exempt from an application fee.

8-18-5 BUSINESS REGISTRATION APPLICATION.

(A) The license required by this chapter shall be issued in accordance with Article IX of Chapter 8 of this revised code regarding business registration.

(B) Any person or entity desiring to operate a mobile food vehicle or mobile retail vehicle shall make a written application for such license to the Department of Land Use and Economic Development. The application for a mobile food/retail vendor license shall be on forms provided by the Finance Department. In addition to the information prescribed by the Finance Department under 110 Article IX of Chapter 8, the application shall the following information:

- (1) Registration fee;
- (2) The name, signature, phone number, email address, home address, and business address of the applicant, and the name and address of the owner if the applicant is not the owner of the business;
- (3) A copy of the driver's license or state identification card of the individual applying for the mobile food vehicle business registration or mobile retail vehicle business registration;
- (4) A proposed service route and hours of operation with a detailed schedule of times and locations where the mobile food truck will be stationary and serving food;
- (5) A description of the preparation methods and food product offered for sale, including the intended menu;
- (6) A description and a photograph of the mobile food vehicle or mobile retail vehicle to be used, including the license plate and registration number, the vehicle identification number (VIN number), the year, the make and the model of the vehicle, and its dimensions, which shall not exceed 36 feet in length or nine feet in width;
- (7) Copies of all necessary licenses and permits from the county, including the current health department permit for mobile food vendor;
- (8) Certification that the vehicle passed all necessary safety inspection required by the Fairview Caseyville Township Fire Protection District;
- (9) For mobile food vehicles performing cooking operations that produce grease-laden vapors, proof of certification of a fire suppression system;
- (10) Proof of an insurance policy, in a minimum amount of \$250,000, issued by an insurance company licensed to do business in the state, covering all claims for damages to property and bodily injury, including death, that may arise from operation under or in connection with the license or permit. The insurance policy shall name the

City as an additional insured, and shall provide that the policy shall not terminate or be canceled prior to the expiration date without 30 days' advance written notice to the City.

(C) Any application for a mobile food vehicle or mobile retail vehicle vendor license may be denied. Any mobile food vehicle or mobile retail vehicle vendor license may be suspended or revoked for any of the following causes:

- (1) Fraud or misrepresentation contained in the business registration application;
- (2) Fraud or misrepresentation made in the course of operating the business;
- (3) Conduct that creates a public nuisance, or otherwise constitutes a danger to the public health, safety, welfare or morals;
- (4) Conduct contrary to the provisions of this chapter and Article IX of Chapter 8;
- (5) Failure to comply with the provisions of this chapter or any other applicable rules or regulations promulgated by the City;
- (6) Failure to pay any required food and beverage tax when due, where such tax remains delinquent for sixty (60) consecutive days;

Penalty, see Section 10 of this Article.

8-18-6 LIMITATION ON THE NUMBER OF BUSINESS LICENSES.

A separate mobile food/retail vendor license shall be obtained for each vehicle used by the mobile food vehicle or mobile retail vehicle vendor.

8-18-7 BUSINESS LICENSE RENEWAL.

(A) A mobile food/retail vendor license issued under this chapter shall be valid for a period of one year, commencing on January 1 of each year and shall terminate on December 31 of the same year, unless suspended or revoked for cause. A mobile food/retail vendor license shall not be assignable or transferable.

(B) The renewal of a license does not guarantee renewal of the previously approved route. The Department of Land Use and Economic Development reserves the right to add, remove, or reapportion available locations among mobile food vehicle and mobile retail vehicle operations at renewal.

8-18-8 REGULATIONS.

(A) No operator of a mobile food vehicle or mobile retail vehicle shall park, stand or move a vehicle and conduct business within areas of the City where the mobile food/retail vendor license holder has not been authorized to operate. All mobile food vehicles and mobile retail vehicles shall operate in conjunction with a special event permit that shall be reviewed and approved by the Department of Land Use and Economic Development in accordance to Article XII of Chapter 8.

(B) All mobile food vehicle and mobile retail vehicle vendor licenses issued under this chapter shall be kept conspicuously posted on the vehicle at all times.

(C) All mobile food vehicles and mobile retail vehicles shall comply with the following requirement: Compressors, auxiliary engines, generators, batteries, battery chargers, gas-fueled water heaters and similar equipment shall be installed so as to be accessible only from outside the vehicle.

(D) The customer service area for mobile food vehicles shall be on the side of the truck that faces a curb, lawn or sidewalk when parked. No food service shall be provided on the driving lane side of the truck. No food shall be prepared, sold or displayed outside of a mobile food vehicle.

(E) No mobile food vehicle vendor shall provide or allow any dining area that exceeds 100 square feet or is further than 20 feet from the mobile food vehicle, including, but not limited to, table and chairs, booths, stools, benches or stand-up counters.

(F) Mobile food vehicle vendors shall, at all times, possess a valid St. Clair County health department permit and a certificate from the Fairview Caseyville Township Fire Protection District.

(G) All mobile food vehicle vendors shall provide a waste container for public use, which the vendor shall empty at its own expense. All trash and garbage originating from the operation of mobile food vehicles shall be collected and disposed of off-site by the operators, at least each day and as often as is reasonable to protect the public health, safety and welfare. Spills of food or food byproducts shall be cleaned up. No dumping of gray water within the City shall be permitted.

(H) No mobile food vehicle or mobile retail vehicle shall make or cause to be made any public nuisance.

(I) No mobile food vehicle or mobile retail vehicle shall sound or permit the sounding of any device that produces a loud and raucous noise, or use or operate any loudspeaker, public address system, radio, sound amplifier or similar device to attract the attention of the public.

(J) Signage is only allowed when placed on mobile food vehicles. One temporary, separate freestanding sign, not to exceed 12 square feet, is permitted.

(K) No flashing or blinking lights, strobe lights, or related signage are allowed on mobile food vehicles or mobile retail vehicles when they are parked and engaged in serving customers.

(L) Mobile food vehicles and mobile retail vehicles are only permitted in commercially zone areas.

Exceptions:

(1) Mobile food vehicles or mobile retail vehicles participating in City organized events;

(2) Mobile food vehicles or mobile retail vehicles operating on City property or on public right-of-way immediately adjacent to property owned by the City, provided that the Department of Land Use and Economic Development obtained prior written

approval from the Director of the department having jurisdiction over that property or event.

(M) Mobile food vehicles and mobile retail vehicles shall be parked in conformance with all applicable parking restrictions, when parked on public streets.

(N) Mobile food vehicles and mobile retail vehicles shall not, under any circumstances, park, stop or stand upon any street during the hours when parking, stopping or standing has been prohibited by signs or curb markings, or is prohibited by statute or ordinance.

(O) Mobile food vehicles and mobile retail vehicles shall not in any way restrict or interfere with the ingress or egress of the abutting property owner or tenant, or otherwise hinder the lawful parking or operation of other vehicles.

(P) Mobile food vehicles or mobile retail vehicles shall not increase traffic congestion or delay, or constitute a hazard to traffic, life or property, or an obstruction to adequate access to fire, police or sanitation vehicles.

(Q) Mobile food vehicles and mobile retail vehicles shall not park, stop or stand upon any street, or remain in the roadway, except when at the curb for the purpose of vending therefrom.

(R) A vendor shall not operate a mobile food vehicle or mobile retail vehicle within 500 feet of any fair, festival, special event or civic event that has been approved by the City, unless the vendor has been approved as a part of the event.

(S) A vendor shall not operate on private property without first obtaining written consent from the affected property owner. A private property owner shall not permit parking by a mobile food vehicle or mobile retail vehicle, until a business registration and a special event permit has been granted by the City.

(1) Special event permits on private property shall be granted only after a written request has been approved by the Director of Land Use and Economic Development.

(T) Any power or fuel required for the mobile food vehicle or and mobile retail vehicle shall be self-contained. A mobile food vehicle or and mobile retail vehicle shall not use utilities drawn from the public right-of-way. Mobile food vehicles and mobile retail vehicles on private property may use electrical power from the property being occupied or an adjacent property, but only when the property owner provides written consent to do so. All power sources must be self-contained. No power cable or equipment shall be extended at or across any public street, alley or sidewalk.

(U) Mobile food vehicles and mobile retail vehicles shall not operate within:

- (1) Fifteen (15) feet of any entranceway to any building;
- (2) Fifteen (15) feet of any driveway entrance to a police or fire station;
- (3) Fifteen (15) feet of any other driveway;
- (4) Fifty (50) feet of a crosswalk or intersection;

(5) Twenty-five (25) feet of any bus stop sign.

(6) In the case of mobile food vehicles, not operate within 250 feet of an existing restaurant building during the hours when it is open for business. Exception: In the case all existing restaurant buildings within 250 feet of the mobile food vehicle give written permission for the mobile food vehicle to operate, it shall be permissible for the mobile food vehicle to operate within the aforementioned area.

(7) In the case of mobile retail vehicles, not operate within 250 feet of an existing retail building selling similar products during the hours when it is open. Exception: In the case all existing retail buildings within 250 feet of the mobile retail vehicle give written permission for the mobile retail vehicle to operate, it shall be permissible for the mobile retail vehicle to operate within the aforementioned area.

(V) The issuance of a mobile food vehicle or mobile retail vehicle business registration does not grant or entitle the vendor to the exclusive use of any street or parking space.

(W) A mobile food vehicle or mobile retail vehicle shall not operate for more than three consecutive days at a singular location.

Penalty, see Section 10 of this Article.

8-18-9 ENFORCEMENT.

(A) Any person operating a mobile food vehicle or mobile retail vehicle in violation of any provision of this chapter shall be subject to all other enforcement provisions of this chapter and Article IX of Chapter 8.

(B) Any mobile food/retail vendor license issued under this chapter may be revoked, suspended or not renewed by the Land Use and Economic Development Director for failure to comply with the provisions of this chapter and any rules or regulations promulgated by the City.

8-18-10 PENALTY.

Any person or entity convicted of a violation of any section of this chapter shall be subject to a fine of not less than \$25, nor more than \$750, for each such offense.

PROPOSED ORDINANCE NO. 46-'26

AN ORDINANCE AFFIRMING THE DONATION OF REAL ESTATE FROM THE CITY OF FAIRVIEW HEIGHTS TO THE ST. CLAIR COUNTY TRANSIT DISTRICT TO FACILITATE THE CONSTRUCTION OF A BIKE TRAIL.

WHEREAS, the City of Fairview Heights, is desirous of donating three parcels of real estate to the St. Clair County Transit District to facilitate the construction of a bike trail located on the east side of Bunkum Road between Old Lincoln Trail and Lincoln Trail known as:

Property Identification No. (P.I.N) 03-29.0-209-002, Parcel No. 82023001 containing 0.0785 acres, more or less, or 3,419 square feet, more or less; and
Property Identification No. (P.I.N) 03-29.0-209-002, Parcel No. 82023008 containing 0.0283 acres, more or less, or 1,231 square feet, more or less; and

WHEREAS, the City of Fairview Heights desires to donate P.I.N. 03-29.0-209-002, Parcel Numbers 82023001 and 82023008 in consideration of Zero Dollars (\$0.00) to the St. Clair County Transit District as described by St. Clair County Transit District's Donation Letter, dated May 11, 2026, with attached Warranty Deeds for said parcels; and known as:

Property Identification No. (P.I.N.) None, Parcel No. 82023005 containing 0.046 acres, more or less, or 1,997 square feet, more or less; and

WHEREAS, the City of Fairview Heights desires to donate P.I.N. None, Parcel No. 82023005 in consideration of Zero Dollars (\$0.00) to the St. Clair County Transit District as described by St. Clair County Transit District's Donation Letter, dated May 11, 2026, with attached Warranty Deed for said parcel; and

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

SECTION 1. AUTHORIZATION. After the effective date of the Ordinance, the Mayor be and is hereby authorized and directed to execute, on behalf of the City, the Donation Letters dated May 11, 2026, and Warranty Deeds for said parcels for the sum of Zero Dollars (\$0.00), attached hereto, made a part hereof, and marked "Exhibit A."

SECTION 2. RECORDING. The City Clerk shall cause this Ordinance to be recorded in the Office of the Recorder of Deeds of St. Clair County, Illinois, after its passage and approval.

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

READ FIRST TIME:

READ SECOND TIME:

PASSED:

APPROVED:

MARK T. KUPSKY – MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD – CITY CLERK

"EXHIBIT A"



**BOARD
MEMBERS**

George Markezich
CHAIRMAN

Lonnie Mosley
VICE-CHAIR

Dr. Derienzia Johnson
TRUSTEE

Patty Gregory
TRUSTEE

May 11, 2026

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

RE: Donation Letter
Route FAU Route 9160
St. Clair County
Job No. R-98-020-23
Parcel No. 82023001
Parcel No. 82023008
P.I.N. No. 03-29.0-209-002

In order to comply with state and federal policies, we must inform you of your right to have the required property, as described above, appraised and to receive compensation in the full amount of the approved appraisal. You may, if you so desire, donate the necessary right of way.

Sincerely,

By:


Mr. Ken Sharkey
Managing Director

I recognize my right to an appraisal and compensation in the full amount of the approved appraisal. However, I wish to donate the necessary right of way.

Owner's Signature

Owner's Signature

Date

Date

27 North Illinois St.
Belleville, IL 62220
P: 618-628-8090
scctd.org



Owner City of Fairview Heights
Address 10025 Bunkum Road
Fairview Heights, Illinois 62208
Route FAU Route 9160
County St. Clair
Job No. R-98-020-23
Parcel No. 82023001
P.I.N. No. 03-29.0-209-002

WARRANTY DEED
(Governmental Entity) (Non-Freeway)

The City of Fairview Heights, , a governmental entity organized and existing under and by virtue of the laws of the State of Illinois, (Grantor), for and in consideration of Zero Dollars (\$ 0), (Donation) receipt of which is hereby acknowledged grants, conveys, and warrants to St. Clair County Transit District (Grantee), the following described real estate:

TWM Project No: 220714B
Date of Preparation: July 8, 2026
Parcel Number: 03-29.0-209-002 (82023001)

RE: Right of Way

The part of the Northeast Quarter of Section 29, Township 2 North, Range 8 West Third Principal, St. Clair County, Illinois, described as follows:

Commencing at the intersection of the easterly right of line of Bunkum Road and northerly right of way line of S.B.I. Route 12 (Old Lincoln Trail), as described in Deed Book 797 on Page 439 and reference being had to the plat thereof in the St. Clair County Recorder's Office in Book 38 on Page 14; thence on an assumed bearing of North 89 degrees 59 minutes 40 seconds East, on said northerly right of way line of S.B.I. Route 12 (Old Lincoln Trail), 6.26 feet to the Point of Beginning.

From said Point of Beginning; thence North 00 degrees 08 minutes 35 seconds East, on a line 6.26 feet easterly of and parallel with said easterly right of way line of Bunkum Road 143.02 feet; thence North 42 degrees 25 minutes 54 seconds East, 64.67 feet to the intersection of said easterly right of way line of Bunkum Road and the southerly right of way line of F.A.P. Route 13 (a.k.a. U.S. Highway 50 Lincoln Trail), reference being had to the deed thereof in the St. Clair County Recorder's Office in Deed Book 797 on Page 439; thence southeasterly 16.01 feet, on said southerly right of way line of F.A.P. Route 13 (a.k.a. U.S. Highway 50 Lincoln Trail), on a non-tangential curve to the right having a radius of 5679.58 feet, the chord of said curve bears South 79 degrees 59 minutes 57 seconds East, 16.01 feet; thence South 50 degrees 00 minutes 14 seconds West, 25.00 feet; thence South 19 degrees 23 minutes 33 seconds West, 22.65 feet; thence South 42 degrees 05 minutes 03 seconds West, 25.00 feet; thence South 00 degrees 08 minutes 35 seconds West, on a line 22.26 feet easterly of and parallel with said easterly right of way line of Bunkum Road, 117.41 feet; thence South 42 degrees 39 minutes 43 seconds East, 10.30 feet; thence North 89 degrees 59 minutes 40 seconds East, on a line 7.00 feet northerly of and parallel with said northerly right of way line of S.B.I. Route 12 (Old Lincoln Trail), 14.00 feet; thence South 00 degrees 08 minutes 35 seconds West, on a line 43.26 feet easterly of and parallel with said easterly right of way line of Bunkum Road, 7.00 feet to said northerly right of way line of S.B.I. Route 12 (Old Lincoln Trail); thence South 89 degrees 59 minutes 40 seconds West, on said northerly right of way line of S.B.I. Route 12 (Old Lincoln Trail), 37.00 feet to the Point of Beginning.

Said tract contains 0.0785 acres, more or less or 3,419 sq ft, more or less.

Except any interest in the coal, oil, gas and other mineral rights underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil, gas and other minerals, if any.

	Consultant (Initials)	IDOT (Initials)
Parcel closes	EMB	LSH
Area Correct	EMB	LSH
All Record lines & corners called out	EMB	LSH
Reviewed for coal and mineral rights	EMB	LSH
Approved by	EMB	LSH
Date	07/22/2026	7/27/2026

The above-described real estate and improvements located thereon are herein referred to as the "premises."

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

Dated this ____ day of _____, _____.

Name of Governmental Entity

By: _____
Signature

ATTEST:

By: _____
Signature

Print Name and Title

Print Name and Title

State of _____)
County of _____) ss

I hereby certify that on this _____ day of _____, _____ this instrument was acknowledged before me in person by _____

(SEAL)

Notary Public

My Commission Expires: _____

Exempt under 35 ILCS 200/31-45 (b), Real Estate Transfer Tax Law	
_____	_____
Date	Buyer, Seller or Representative

PREPARED BY AND RETURN TO:
St. Clair County Transit District

MAIL TAX BILLS TO:
17 South Illinois Street
Belleville, Illinois

Owner City of Fairview Heights
Address 10025 Bunkum Road
Fairview Heights, Illinois 62208
Route FAU Route 9160
County St. Clair
Job No. R-98-020-23
Parcel No. 82023008
P.I.N. No. 03-29.0-209-002

WARRANTY DEED
(Governmental Entity) (Non-Freeway)

The City of Fairview Heights, , a governmental entity organized and existing under and by virtue of the laws of the State of Illinois, (Grantor), for and in consideration of Zero Dollars (\$ 0), (Donation) receipt of which is hereby acknowledged grants, conveys, and warrants to St. Clair County Transit District (Grantee), the following described real estate:

TWM Project No: 220714B
Date of Preparation: July 2, 2026
Parcel Number: 03-29.0-209-002 (82023008)

RE: Right of Way

The part of the Northeast Quarter of Section 29, Township 2 North, Range 8 West Third Principal, St. Clair County, Illinois, described as follows:

Beginning at the intersection of the easterly right of line of Bunkum Road and northerly right of way line of S.B.I. Route 12 (Old Lincoln Trail), as described in Deed Book 797 on Page 439 and reference being had to the plat thereof in the St. Clair County Recorder's Office in Book 38 on Page 14; thence on said easterly right of way line of Bunkum Road the following two (2) courses and distances: 1.) on an assumed bearing of North 00 degrees 08 minutes 35 seconds East, 150.49 feet; 2.) North 51 degrees 05 minutes 11 seconds East, 64.10 feet to the intersection of said easterly right of way line of Bunkum Road and the southerly right of way line of F.A.P. Route 13 (a.k.a. U.S. Highway 50/Lincoln Trail), reference being had to the deed thereof in the St. Clair County Recorder's Office in Deed Book 797 on Page 439 and the plat thereof in Book 38 on Page 14; thence leaving said right of way line, South 42 degrees 25 minutes 54 seconds West, 64.67 feet; thence South 00 degrees 08 minutes 35 seconds West, on a line 6.26 feet easterly of and parallel with said easterly right of way line of Bunkum Road, 143.02 feet to said northerly right of way line of S.B.I. Route 12 (Old Lincoln Trail); thence South 89 degrees 59 minutes 40 seconds West, on said northerly right of way line of S.B.I. Route 12 (Old Lincoln Trail), 6.26 feet to the Point of Beginning.

Said tract contains 0.0283 acres, more or less or 1,231 sq ft, more or less.

Except any interest in the coal, oil, gas and other mineral rights underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil, gas and other minerals, if any.

The above-described real estate and improvements located thereon are herein referred to as the "premises."

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the

Grantor caused by the opening, improving and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

Dated this ____ day of _____, _____.

Name of Governmental Entity

By: _____
Signature

ATTEST:

By: _____
Signature

Print Name and Title

Print Name and Title

State of _____)
County of _____) ss

I hereby certify that on this ____ day of _____, _____ this instrument was acknowledged before me in person by _____

(SEAL)

Notary Public

My Commission Expires: _____

Exempt under 35 ILCS 200/31-45 (b),
Real Estate Transfer Tax Law

Date Buyer, Seller or Representative

PREPARED BY AND RETURN TO:
St. Clair County Transit District

MAIL TAX BILLS TO:
17 South Illinois Street
Belleville, Illinois

**Statement of Compliance with the Public Officers
Prohibited Activities Act (50 ILCS 105/3.1)**

CHECK ONE:

- ☒ Grantor has not received and will not receive a non-monetary benefit from the St. Clair County Transit District (for example, an added improvement, re-built or relocated improvement, or any other valuable service) in exchange for the donation of this parcel.

OR

- ☐ Grantor has received or will receive a non-monetary benefit from St. Clair County Transit District in exchange for the donation of this parcel. In compliance with 50 ILCS 105/3.1 for said benefit, Grantor shall disclose, in writing, the identity of every owner and beneficiary having any interest, real or personal, in this parcel, and every member, shareholder, limited partner, or general partner entitled to receive more than 7 1/2% of the total distributable income of any limited liability company, corporation, or partnership having any interest, real or personal, in this parcel.

Owner's Signature

Owner's Signature

Date

Date

Confirmed:

St. Clair County Transit District
Representative

Date



**BOARD
MEMBERS**

George Markezich
CHAIRMAN

Lonnie Mosley
VICE-CHAIR

Dr. Derienzia Johnson
TRUSTEE

Patty Gregory
TRUSTEE

May 11, 2026

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

RE: Donation Letter
Route FAU Route 9160
St. Clair County
Job No. R-98-020-23
Parcel No. 82023005

P.I.N. No. None

In order to comply with state and federal policies, we must inform you of your right to have the required property, as described above, appraised and to receive compensation in the full amount of the approved appraisal. You may, if you so desire, donate the necessary right of way.

Sincerely,

By: 
Mr. Ken Sharkey
Managing Director

I recognize my right to an appraisal and compensation in the full amount of the approved appraisal. However, I wish to donate the necessary right of way.

Owner's Signature

Owner's Signature

Date

Date



Owner City of Fairview Heights
Address 10025 Bunkum Road
Fairview Heights, Illinois 62208
Route FAU Route 9160
County St. Clair
Job No. R-98-020-23
Parcel No. 82023005
P.I.N. No. None

WARRANTY DEED
(Governmental Entity) (Non-Freeway)

The City of Fairview Heights, , a governmental entity organized and existing under and by virtue of the laws of the State of Illinois, (Grantor), for and in consideration of Zero Dollars (\$ 0), (Donation) receipt of which is hereby acknowledged grants, conveys, and warrants to St. Clair County Transit District (Grantee), the following described real estate:

TWM Project No: 220714B
Date of Preparation: July 23, 2025
Parcel Number: None (82023005)

RE: Right of Way

Part of Lot 3, Lot 4, and Lot 7 of Hintertheer Addition, reference being had to the plat thereof in the St. Clair County Recorder's Office in Plat Book 54 on page 24, and being part of the Northeast Quarter of Section 29, Township 2 North, Range 8 West of the Third Principal Meridian, City of Fairview Heights, County of St. Clair, State of Illinois and being more particularly described as follows:

Beginning at the northwest corner of said Lot 7; thence South 01 degrees 17 minutes 28 seconds East, on the easterly line of said a tract described in the St. Clair County Recorder's Office in Document Number A686936, a distance of 399.53 feet to the southerly line of said Lot 1; thence North 89 degrees 25 minutes 37 seconds West, on said southerly line of said Lot 1, a distance of 10.00 feet to the westerly line of said Lot 3, Lot 4 and Lot 7 also being the easterly right of way line of Bunkum Road, reference being had to the description thereof in the St. Clair County Recorder's Office in Deed Book 792 on page 559; thence North 00 degrees 08 minutes 35 seconds East, on said easterly right of way line, 399.33 feet; to the Point of Beginning.

Said tract contains 0.046 acres, more or less or 1,997 sq ft, more or less.

Except any interest in the coal, oil, gas and other mineral rights underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil, gas and other minerals, if any.

The above-described real estate and improvements located thereon are herein referred to as the "premises."

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

Dated this ____ day of _____, _____.

Name of Governmental Entity

By: _____
Signature

ATTEST:

By: _____
Signature

Print Name and Title

Print Name and Title

State of _____)
County of _____) ss

I hereby certify that on this _____ day of _____, _____ this instrument was acknowledged before me in person by _____

(SEAL)

Notary Public

My Commission Expires: _____

Exempt under 35 ILCS 200/31-45 (b), Real Estate Transfer Tax Law	
Date	Buyer, Seller or Representative

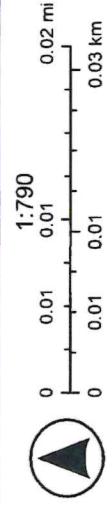
PREPARED BY AND RETURN TO:
St. Clair County Transit District

MAIL TAX BILLS TO:
17 South Illinois Street
Belleville, Illinois

St. Clair County Parcel Map



9/1/2026, 4:09:15 PM



Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community, Missouri Dept. of Conservation, Esri, HERE, Garmin, Geotechnologies, Inc., USGS, EPA

PROPOSED RESOLUTION NO. 52-'26

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A
PURCHASE AGREEMENT WITH MODERN COMMUNICATIONS
FOR THE PURCHASE OF AN A/V Streaming System.**

WHEREAS, the City of Fairview Heights is in need of a Fairview Heights Council Chambers A/V Streaming System

WHEREAS, MODERN COMMUNICATIONS has submitted the best bid for the video and audio streaming system, in the amount not to exceed EIGHTY-FIVE THOUSAND, SIX HUNDRED AND SEVENTEEN DOLLARS (\$85,617.00) pursuant to the sales agreement attached hereto, made a part hereof and marked "EXHIBIT A";

WHEREAS, the funds for the purchase of the Video and Audio Streaming System in the 2026-2027 City of Fairview Heights approved Budget;

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

That the Mayor be and hereby authorized to enter into a purchase agreement with MODERN COMMUNICATIONS, for the purchase of a Video and Audio Streaming System, in the amount not to exceed EIGHTY-FIVE THOUSAND, SIX HUNDRED AND SEVENTEEN DOLLARS (\$85,617.00) pursuant to the purchase agreement attached hereto, made a part hereof and marked "EXHIBIT A."

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

PASSED:

APPROVED:

MARK T. KUPSKY – MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD – CITY CLERK

PROPOSAL

City Council Audio / Video

City of Fairview Heights

10025 Bunkum Road
Fairview Heights, IL 62208

Revision: 0
Modified: 9/10/2026



Presented By:

Modern Communications

David Stephan

636-343-0800



SCOPE OF WORK

CITY OF FAIRVIEW HEIGHTS COUNCIL / JURY ROOM

AV TECHNOLOGY SYSTEMS - SCOPE OF WORK: VERSION-2 6/12/2026

The Council / Jury Room upgrade installation will include MODCOMM providing and installing new AV equipment for complete and reliable functioning system that provides ease of use for the end-user experience. The scope of the work being provided in this space is as follows:

COUNCIL / JURY ROOM:

A meeting space that will be used for presentations or for web-based conference capability. The room will contain wall mounted displays, a wired and wireless web-based conference connectivity, table microphone stations, wireless microphones, cameras, and record/streaming capability.

- Provide and install new wall-mounted 75" displays (qty-2) on the wing walls
- Provide and install new wall-mounted 55" displays (qty-4) on the rear side walls
- Provide and install a new wall-mounted camera and a new ceiling-mounted camera
- Provide and install new microphone/speaker stations for each seated person at the Dias
- Provide and install new wireless gooseneck microphones for the podium and desks
- Provide and install new XLR audio input plates (qty-2), one on each column
- Provide and install connectivity for web-based USB conferencing which will be capable of connecting to a dedicated PC located in the equipment rack and a client laptop via wireless connectivity. When connected, both the PC and the client laptop will have access to the in-room installed cameras and microphones
- Provide and install USB extension to allow for in-room keyboard and mouse connectivity to rack PC
- Provide and install a new recorder/streamer to allow for live broadcast via streaming during events
- Provide and install new ceiling-mounted speakers over the audience
- Provide and install a new ADA compliant assisted listening system
- Provide and install new AV headend equipment to include control processor, network switch, digital audio mixer), amplifier
- Room control functions will be controlled via new 10" touch panels, one on the Dias and one wall-mounted

* Price Includes Accessories

- All new AV headend equipment will be installed in a new split-frame dual colocation equipment rack
- Provide a PREVENTIVE MAINTENANCE 6-month check-up of the system components

****NOTE**** All new equipment locations and installation elevations will be coordinated with the client prior to installation.

****NOTE**** All POWER / DATA / DISPLAY BACKING / CABLE ROUTE INFRASTRUCTURE will be provided by others and is excluded from the AV contractor scope of work.

* Price Includes Accessories

1	Audio-Technica Wired Control Unit	\$1,940.00
13	Audio-Technica Discussion Unit	\$5,811.00
13	Audio-Technica Gooseneck Microphone (long)	\$2,197.00
1	Audio-Technica System 20 PRO Digital Wireless Microphone Desk Stand System - 2.4GHz	\$1,327.00
1	Audio-Technica System 20 PRO Desk Stand Transmitter	\$352.00
3	Audio-Technica Gooseneck Microphone with XLR Power Module	\$1,125.00
1	Barco ClickShare Wireless Conferencing / Collaboration System	\$2,844.00
1	C2G 6' USB 2.0 A/B Cable - Black	\$6.00
19	C2G 5ft Cat6 Snagless Unshielded UTP Ethernet Network Patch Cable - Black	\$114.00
1	C2G 6.6ft (2m) USB 3.0 A Male to B Male Cable	\$14.00
1	C2G 9.8ft (3m) USB 3.0 A Male to B Male Cable	\$13.00
2	Crimson AV Universal tilting wall mount with post installation leveling for 32" to 80" flat panel screens, Black	\$190.00
7	Extron DTP HDMI 4K 230 Rx - HDMI Twisted Pair Receiver - 230 feet (70 m)	\$3,080.00
1	Extron HDMI Twisted Pair Transmitter with Input Loop-Through - 230 feet (70 m)	\$720.00
1	Extron 6x4 Digital Matrix Processor w/ AEC and Dante DMP 64 Plus C AT	\$2,289.00
1	Extron TLP Pro 1025M - 10" Wall Mount TouchLink Pro Touchpanel - Black	\$2,493.00
1	Extron 10" Tabletop TouchLink Pro Touchpanel - Black	\$2,493.00

* Price Includes Accessories

1	Extron HDMI to Eight Output DTP Twisted Pair Distribution Amplifier - 230 feet (70 m)	\$2,847.00
11	Extron 6' Ultra-Flexible HDMI Cable	\$770.00
1	Extron 9' Ultra-Flexible HDMI Cable	\$75.00
1	Extron Control Processor	\$799.00
2	Extron 1U 6" Deep Universal Rack Shelf Kit	\$280.00
2	Extron 1U 9.5" Deep Universal Rack Shelf Kit	\$280.00
2	Extron SoundField XD 6.5" Two-Way Ceiling Speaker with 8" Composite Back Can and 70/100 V Transformer, Complete Pair	\$970.00
1	Extron Four Input 4K/60 Collaboration Switcher and Scaling Receiver Kit Switches USB devices between USB-C and three HDMI inputs with extension to a remote display	\$4,210.00
1	Extron Twisted Pair Extender for USB Peripherals	\$640.00
1	Extron Twisted Pair Extender for USB Peripherals	\$640.00
2	Extron USB-A to USB-C® 10 Gbps Optical Cables – Plenum	\$1,760.00
1	Extron Mono 70 V Amplifier - 200 Watts	\$632.00
1	Lowell Manufacturing Power Panel-15A, 9-Outlets, 1U, 9ft Cord, 1-stage Surge Supp with 1 LED, ETL Listed	\$175.00
1	Lowell Manufacturing Power strip with 6 (15A) NEMA outlets, 6 feet. cord	\$144.00
1	Lowell Manufacturing Rack-Configured-Design-18U, 24inD	\$1,108.00

* Price Includes Accessories

1	Lowell Manufacturing Configured Design Rack, 27U X 22"W X 24"D, Tempered Glass Door, Mounted Accessories	\$1,289.00
1	Lowell Manufacturing Rackmount utility shelf with flange, steel, Black, 1U X 14"D	\$67.00
2	Lowell Manufacturing Utility Shelf w/Multiple Slots, Flanges, steel, black, 1U x 14"D	\$134.00
1	Lumens CaptureVision System •Supports 1080p 60/30fps recording. •Supports 4 HDMI Inputs and IP video sources including Lumens IP Cameras, Lumens NDI HX Cameras, and standard RTSP streams. •Supports HDMI-embedded audio or analog stereo audio with 4 channels Audio Input mixing and gain control.	\$4,420.00
1	Marshall Electronics Ceiling Mount For CV605-Series Cameras	\$74.00
2	Marshall Electronics 5x HD60 USB-C/IP/HDMI PTZ Camera	\$1,512.00
1	Marshall Electronics Wall mount for CV605- series cameras in white	\$67.00
1	MCI HEARING ASSIST HEADSET	\$3,239.00
1	MCI Commissioning & Testing	\$2,160.00
1	MCI Design / Drawings	\$1,350.00
1	MCI	\$13,500.00
1	MCI Preventative Maintenance Agreement to come onsite after a period of 6 months, from project completion, to check systems status, update firmware(s), verify config files and operation of all equipment within the system. This can be recurring or one-time.	\$900.00
1	MCI Programming	\$2,550.00
1	MCI Project Management	\$810.00

* Price Includes Accessories

1	MCI Ground Shipping cost	\$550.00
1	MCI Wire, Hardware, Connectors	\$2,000.00
1	Netgear 24x1G PoE+ 300W 2x1G and 4xSFP Managed Switch	\$1,571.00
4	Peerless-AV Large Articulating Mount, Pblk - Black	\$836.00
4	Sony Professional 55" Bravia 4K HDR Pro Lite Display	\$3,180.00
2	Sony Professional 75" Bravia 4K HDR Pro Lite Display	\$2,894.00
1	Viewsonic 15.6" 1920x1080 IPS Monitor	\$176.00

Total

\$85,617.00

Project Subtotal:

\$85,617.00

* Price Includes Accessories

TERMS AND CONDITIONS

All pricing and equipment availability are valid for 10 days from the date of this proposal, unless otherwise stated.

1. Payment and Credit

Standard Credit Terms: Customers with an approved credit application may purchase under Net 10 payment terms unless otherwise stated.

Project and Equipment Orders: For projects or equipment orders exceeding \$20,000, unless other terms are specified the following payment schedule applies: 50% deposit due upon acceptance of this proposal to process and order equipment, 25% payment due when substantial equipment is received in MOD COMM's warehouse, delivered to the project site, or ready for shipment or installation, and 25% final payment due within 10 days of functional completion (Net 10). MOD COMM reserves the right to delay equipment shipment, installation, or system commissioning if scheduled payments are not received.

Payment Methods: MOD COMM accepts ACH, check, debit card, Mastercard, and Visa. Credit card payments exceeding \$2,500 will incur a 4% processing fee.

Past Due Accounts: Past due balances may be subject to service charges or interest as permitted by law. MOD COMM reserves the right to suspend work, equipment delivery, or technical services on accounts with outstanding balances.

2. Equipment and System Responsibilities

Equipment Procurement: Most equipment supplied by MOD COMM is special order and non-returnable. Orders are placed immediately upon receipt of the required deposit. Restocking fees may apply to any approved returns or cancelled orders.

Owner Furnished Equipment (OFE): If the customer elects to supply equipment, devices, or materials for use in the project ("Owner Furnished Equipment"), MOD COMM shall not be responsible for compatibility issues, missing components, firmware conflicts, performance limitations, or manufacturer defects associated with such equipment. The customer is responsible for ensuring that all Owner Furnished Equipment is delivered to the project site in a timely manner and is suitable for the intended installation. Any additional labor, configuration, troubleshooting, delays, or modifications required due to Owner Furnished Equipment may result in additional charges. MOD COMM reserves the right to decline installation of Owner Furnished Equipment that is unsuitable, incompatible, or improperly specified.

Programming and System Configuration: MOD COMM will provide system programming, configuration, and commissioning necessary for the equipment and functionality described in this proposal. This includes initial setup, programming, testing, and commissioning required to deliver the system as specified. Additional programming, system modifications, feature changes, user preference adjustments, or configuration changes requested after system commissioning may require additional labor and may be billed separately at MOD COMM's standard service rates.

3. Project Execution

Change Orders: Any modifications to the scope of equipment, installation, programming, or services described in this proposal must be documented and approved through a written change order prior to the work being performed. Change orders may affect project scope, pricing, equipment selection, and project schedule. MOD COMM is not obligated to perform work outside the original scope until a change order has been approved.

Construction and Site Readiness: Installation schedules assume that the project site is ready to receive equipment and installation services at the agreed time. MOD COMM shall not be responsible for delays caused by construction progress, unavailable power, incomplete infrastructure, restricted access, or other conditions outside MOD COMM's control. If installation is delayed due to site readiness or construction progress, MOD COMM reserves the right to invoice for equipment that has been procured, delivered, or stored for the project, and may charge reasonable storage or rescheduling fees.

Field Conditions and Infrastructure: This proposal assumes that the project site conditions and infrastructure are consistent with the drawings, specifications, and information provided to MOD COMM at the time of proposal. If existing site conditions, structural elements, conduit paths, cable infrastructure, electrical service, rack space, or other field conditions differ from those originally represented or reasonably anticipated, additional labor, materials, or equipment may be required. Any work required to address such conditions may result in additional charges and will be handled through a written change order.

Access to Site:

The client agrees to provide safe and reasonable access to the project site during normal working hours to allow MOD COMM and its subcontractors to perform the work. Normal working hours are 7:30 AM to 5:00 PM.

Network and IT Dependencies: Many audiovisual systems depend on the customer's network infrastructure and IT services. MOD COMM is not responsible for delays, performance issues, or system limitations caused by network configuration, bandwidth limitations, security restrictions, firewall policies, or other IT infrastructure outside MOD COMM's control. The customer is responsible for providing network connectivity, required IP addresses, and necessary access permissions needed for system installation and commissioning. Additional configuration, troubleshooting, or coordination required due to customer network or IT systems may result in additional labor charges.

4. Design Ownership

System Design and Documentation: System designs, signal flow diagrams, equipment lists, programming logic, and other technical documentation

* Price Includes Accessories

contained in this proposal are the intellectual property of MOD COMM. These materials are provided solely for the purpose of evaluating this proposal and may not be reproduced, distributed, or used for installation or procurement by other parties without written permission from MOD COMM. If the system design or documentation contained in this proposal is used for installation or procurement by the client or another contractor, MOD COMM reserves the right to invoice for design and engineering services associated with the project.

5. Supply Chain and Pricing

Pricing and Availability: Product availability, inventory levels, pricing, and manufacturer costs may change without notice. If supplier pricing or availability changes prior to equipment procurement, MOD COMM reserves the right to adjust pricing or propose alternative equipment of comparable performance.

Manufacturer Changes and Product Substitutions: Manufacturers may update, discontinue, or replace products without notice. If a specified product becomes unavailable, discontinued, or subject to extended lead times after this proposal is accepted, MOD COMM reserves the right to substitute equivalent or improved equipment that provides comparable functionality and performance. If a manufacturer change results in a material price difference, MOD COMM will notify the customer and adjust the project pricing accordingly.

Freight, Taxes, and Delivery: All applicable sales taxes, freight charges, shipping costs, and delivery expenses are the responsibility of the purchaser unless otherwise stated in this proposal.

6. Project Completion and Support

System Acceptance: The system will be considered accepted upon completion of installation, commissioning, and demonstration of the system functionality described in this proposal. Use of the system by the customer constitutes acceptance of the system. Acceptance shall not be unreasonably delayed due to minor punch list items, which will be addressed within a reasonable time.

Service and Support: System commissioning includes initial setup, testing, and operational demonstration of the installed system. Ongoing technical support, troubleshooting, maintenance, user training, or service visits after project completion are not included unless specifically stated in this proposal or covered under a separate service agreement. Service requests after project completion may be billed at MOD COMM's standard service rates, including applicable travel and labor charges.

* Price Includes Accessories

PAYMENT SCHEDULE

Payment Schedule

Amount

Billing Date

Deposit

\$42,808.50

Final - Net 30

\$42,808.50

PROJECT SUMMARY

Equipment:	\$72,117.00
Labor:	\$13,500.00

Grand Total:	\$85,617.00
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By signing below, the purchaser authorizes MOD COMM to proceed with the procurement of equipment and services described in this proposal and agrees to the included Terms and Conditions.

Client: **Mark Kupsky**

Date

Contractor: **Modern Communications**

Date

Notes:

PROPOSED RESOLUTION NO. 53-‘26

**A RESOLUTION AMENDING RESOLUTION
NO. 4028-2016; A RESOLUTION ADOPTING
A COMPLETE AND CURRENT CITY OF
FAIRVIEW HEIGHTS PERSONNEL CODE.**

WHEREAS, the City of Fairview Heights has adopted a Personnel Code governing the rules and benefits for the employees of the City; and

WHEREAS, administrative corrections have been made to the Personnel Code by deleting and inserting certain verbiage which is no longer relevant.

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

That upon passage and approval, the Human Resource Associate Director shall distribute copies of the Personnel Code to each City employee as well as new employees.

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



Personnel Code

September 2026

ABOUT THIS PERSONNEL CODE/DISCLAIMER

We prepared this handbook to help employees find the answers to many questions that they may have regarding their employment with the City of Fairview Heights. Please take the necessary time to read it.

We do not expect this handbook to answer all questions. Human Resources and Department heads/supervisors also serve as a major source of information.

Neither this handbook nor any other verbal or written communication by a management representative is, nor should it be considered to be, an agreement, contract of employment, express or implied, or a promise of treatment in any particular manner in any given situation, nor does it confer any contractual rights whatsoever. The City of Fairview Heights adheres to the policy of employment at will that permits the City or the employee to end the employment relationship at any time, for any reason, with or without cause or notice. No City representative other than the City Council may modify at-will status and/or provide any special arrangement concerning terms or conditions of employment in an individual case or generally and any such modification must be in a signed writing.

The Mayor or Designee will be charged with the primary responsibility for implementing and interpreting these personnel rules. The City Council will be responsible for seeing to the implementation, and/or interpretation of these policies that will be final and binding.

Many matters covered by this handbook, such as benefit plan descriptions, are also described in separate City documents. These City documents are always controlling over any statement made in this handbook or by any member of management. For example, employees employed as full-time police officers are subject to rules and regulations established by the Board of Police Commissioners and the Illinois Compiled Statutes, as amended. If any provisions of this handbook conflict with applicable regulations or statutes, the regulations or statutes will control.

This handbook states only general City guidelines. The City may, at any time, in its sole discretion, modify or vary from anything stated in this handbook, with or without notice, except for the rights of the parties to end employment at will, which may only be modified by an express written agreement signed by the employee and the City Council.

This handbook is subject to the terms of any applicable collective bargaining agreement.

This handbook supersedes all prior handbooks.

UPDATES:

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SECTION 1 - INTRODUCTION

1-1 Welcome

For employees who are employed with the City of Fairview Heights ("Fairview Heights" or "the City"), on behalf of the City of Fairview Heights, we thank you for your service to the city and our community

For employees who have been with us, thanks for your past and continued service.

1-2 About the City

Fairview Heights is a growing community of over 50 years, Fairview Heights in St. Clair County, Illinois, offers all the advantages of a St. Louis Metro location, yet retains small town hospitality and well-planned travel routes. Fairview Heights is a regional center of retail trade and tourism for all of Southwest Illinois, including St. Clair Square Mall, Metrolink access to downtown St. Louis and Lambert International Airport, more than 75 restaurants, eight hotels and conference center golf courses and Rec Center. The City also has great parks, a highly recognized police department and a wide variety of housing to meet any family and lifestyle, as well as offering a great quality of life for its residents and nearby Scott Airforce Base.

The City operates as a Aldermanic form of government, with ten Aldermen, Mayor, and City Clerk Fairview Heights is a Home Rule community. Being a Home Rule community means city officials are allowed to address issues as they arise in their community without needing approval of the Illinois State legislature.

Ten main departments operate the business of the City. These departments employ over 200 people to assist in satisfying the needs of approximately 17,000 residents over about 11.5 square miles.

1-3 Management Rights

The City of Fairview Heights has the statutory right and authority to administer the business of the City and, in addition to other functions and responsibilities that are required by law, the City has the full right and responsibility to direct the operation of City departments, to circulate rules and regulations, and to otherwise exercise the prerogatives of management, which more particularly include but are not limited to the following:

- A. To manage and direct City employees, including the right to hire, classify, promote, demote, assign, train, retrain, place on probation, evaluate, layoff, recall, enforce corrective actions, suspend, remove, and maintain order among employees;
- B. To manage and determine the location, type and number of physical facilities, equipment, programs, and the work to be performed;
- C. To determine each department's mission, goals, objectives, programs, and services and to utilize personnel in a manner designed to effectively meet these purposes;
- D. To determine the size and composition of the workforce and the organizational structure;
- E. To determine the hours of work and work schedules for individual employees;
- F. To determine the necessity to schedule overtime and the amount required;
- G. To determine when a position vacancy exists, the duties to be performed by job classifications, and the standards of quality and performance to be maintained;

- H. To maintain the security of records and other important information;
- I. To determine and implement necessary actions in emergency situations;
- J. To establish and modify benefits and wages;
- K. To set and amend budgets and to determine the utilization of technology, including the introduction of new or improved methods or facilities, or the changing of existing methods or facilities.

1-4 Customer Service and Phone Etiquette

Customers/citizens are among the City of Fairview Heights most valuable assets. Every employee represents Fairview Heights to our customers and the public. The way we do our jobs presents an image of our entire City. Citizens judge all of us by how they are treated with each employee contact. Therefore, one of our first business priorities is to assist any customer or potential customer. Nothing is more important than being courteous, friendly, helpful, and prompt in the attention employees give to customers.

Our personal contact with the public, our manners on the telephone, and the communications we send to customers are a reflection not only of ourselves, but also of the professionalism of Fairview Heights. Positive customer relations not only enhance the public's perception or image of the City, but also pay off in greater customer loyalty and increased City resources to accomplish our goals.

All City employees will promote the culture of customer service excellence through the following seven behavioral standards for customer service, and apply to both internal and external interactions:

1. **Greeting, Welcome, and Appreciation.** Take the time to connect with others. Be courteous and invest your time in the other person, treating your customer like your guest to a party where you are the host. Acknowledge the person's presence and smile to show friendliness and openness. When interactions do not occur in person (over the phone or by e-mail), a smile can be heard even if it is not seen. All persons want to feel valued. Showing appreciation for what each person contributes builds loyalty.
2. **Professional Telephone Behavior.** All incoming calls to stationery or cell phones will be responded to in a professional and courteous manner at all times. If unable to personally assist the caller, employees answering telephones will make an immediate attempt to determine where the call should be forwarded, if applicable, then to transfer the call within a minimum amount of time.
3. **Confidentiality and Privacy.** Always taking appropriate steps to ensure confidential and private information maintains its confidentiality and privacy.
4. **Communication.** Because people cannot NOT communicate, make a great first impression with both verbal and non-verbal communication. Most communication takes place nonverbally, through gestures, facial expressions and our body posture. Verbal communication occurs in what we say and how we say it. Problems can arise when what we say sends a different message from what we show in our body language and tone of voice. Always look up, use positive body language and be sincere.
5. **Respect.** Customers who are irate or display other signs of emotional distress should be treated with the same level of courtesy and professionalism as all others. Employees responding to such customers should stay calm, adhere to the factual aspects of the situation, lower their voice to require the customer to focus more on listening, attempt to take control of the conversation and avoid, in all cases, dismissing the customer (or hanging up) before the end of the conversation.

6. **Responsiveness.** All customers and callers should be greeted and assisted as quickly as possible. Most phone calls should be answered by the third ring and voicemails should be returned within four (4) business hours.
7. **Environment.** Customers expect a clean and professional place of business when they deal with City matters. Employees who regularly interact with customers, or who have workstations in plain view of the public, must keep eating at their workstations to a minimum.

All City employees will report violations of this policy or inappropriate employee conduct to their department head/supervisor. If the situation is unresolved and any violations persist, employees will be subject to disciplinary action.

1-5 Open Door and Grievance Procedure

All employees have the opportunity to express ideas and opinions to management. The City believes that open communication is essential to a successful work environment, as well as to the City's success. All employees may express ideas and opinions directly to City management. Employees who would like to bring an idea or suggestion to the City's attention, or just simply wishes to discuss an issue not covered by a separate reporting procedure, are always welcome to send an email or make a call to Human Resources or the Personnel Committee.

Should any employee believe any provision of these handbook policies has been violated, or that they have been treated unjustly in terms of discipline, they may submit in writing, to their department head/supervisor, a grievance within five (5) working days of the first event giving rise to the grievance.

The department head/supervisor will respond in writing to the grievant within three (3) working days. If within five (5) working days following the department head's/supervisor's response, the grievant wishes to pursue a further resolution of the grievance, the grievant may submit a written appeal, date stamped and distributed by Human Resources, to the Personnel Committee.

The grievant must state in this letter of appeal that they request the Personnel Committee to schedule a meeting to discuss the grievance. All such appeals will be submitted to Human Resources in a sealed envelope marked "Grievance". Human Resources will date stamp this envelope and personally notify the Chairman of the Personnel Committee and Mayor upon receipt of this envelope.

The Personnel Committee will schedule a meeting to hear the grievance/appeal within ten (10) working days after the receipt of the appeal. In the event that the Chairman of the Personnel Committee is not available to schedule this meeting, the other members of the Committee will be notified by the City Clerk and schedule the meeting.

It will be the duty of the City Clerk to send written notice of the time, date and place of the meetings to the Mayor, department head/supervisor and grievant at least three (3) working days in advance of the meeting.

In the event that more than one complaint/grievance is received within the same ten (10) day working period, the ten (10) working day requirement for the Personnel Committee may be waived to not more than forty-five (45) working days.

Any employee who submits a grievance pursuant to this procedure has the right to be represented by legal counsel and to call upon witnesses and other parties involved in the grievance.

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Within fifteen (15) working days following the appeal meeting/hearing, a decision by the Personnel Committee will be submitted in writing to the grievant, the Mayor and department head/supervisor. The decision of the Personnel Committee is final. All appeal hearings will be closed to the public and held within the Municipal Complex.

The Personnel Committee may reinstate discharged employees to the status the employee held immediately prior to the filing of the grievance.

Any contractual or statutory provisions applicable to any employees which are in conflict with this procedure will supersede this procedure.

SECTION 2 - GOVERNING PRINCIPLES OF EMPLOYMENT

2-1 Equal Employment Opportunity

The City of Fairview Heights is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth, pregnancy-related conditions, and lactation), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information, or any other characteristic protected by applicable federal, state, or local laws and ordinances. City of Fairview Heights management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities, access to facilities and programs, and general treatment during employment.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of Human Resources. Fairview Heights will not allow any form of retaliation against employees who raise issues of equal employment opportunity. If employees feel they have been subjected to any such retaliation, they should contact Human Resources. To ensure the workplace is free of artificial barriers, violation of this policy including any improper retaliatory conduct will lead to discipline, up to and including discharge. All employees must cooperate with all investigations conducted pursuant to this policy.

Affirmative Action Plan. In an effort to create a positive atmosphere in the workplace and to encourage employee productivity, prejudicial remarks, gestures and behavior based upon race, color, religion, age, sex, national origin, disability or status as a Veteran directed toward any employee, official or visitor will be prohibited and considered a violation of this policy. Prohibited remarks also include general remarks of a prejudicial nature not necessarily directed at any specific individual or individuals. Employees or officials who are witness to such remarks, gestures and behavior are encouraged to report such incidents to the Mayor, their department head/supervisor, Affirmative Action Officer or City Attorney. Discipline of employees violating this policy will be as outlined in this handbook or the appropriate and applicable employee labor contract.

2-2 Reasonable Accommodations and Interactive Dialogue

The City of Fairview Heights is committed to complying with applicable federal, state, and local laws governing reasonable accommodations of individuals, including, but not limited to, the Americans with Disabilities Act (ADA). To that end, we will endeavor to make a reasonable accommodation to applicants and employees who have requested an accommodation or for whom Fairview Heights has notice may require such an accommodation, without regard to any protected classifications, related to an individual's:

- Disability, meaning any physical, medical, mental, or psychological impairment, or a history or record of such impairment;
- Sincerely held religious beliefs and practices;
- Needs as a victim of domestic violence, sex offenses, or stalking;
- Needs related to pregnancy, childbirth, or related medical conditions; and/or
- Any other reason required by applicable law, unless the accommodation would impose an undue hardship on the operation of our business.

Any individual who would like to request an accommodation based on any of the reasons set forth above should contact Human Resources. Accommodation requests can be made in writing using a form which can be obtained from Human Resources. If an individual who has requested an accommodation has not received an initial response within five (5) business days, the employee should contact Human Resources.

After receiving a request for an accommodation or learning indirectly that the employee may require such an accommodation, Fairview Heights will engage in an interactive dialogue with the employee.

Even if employee has not formally requested an accommodation, Fairview Heights may initiate an interactive dialogue under certain circumstances, such as when Fairview Heights has knowledge that employee's performance at work has been negatively affected and a reasonable basis to believe that the issue is related to any of the protected classifications set forth above, in compliance with applicable law. In the event Fairview Heights initiates an interactive dialogue with an employee, it should not be construed as Fairview Heights belief an individual requires an accommodation, but will serve as an invitation for the employee to share with Fairview Heights any information the employee desires to share, or to request an accommodation.

The interactive dialogue may take place in person, by telephone, or by electronic means. As part of the interactive dialogue, Fairview Heights will communicate openly and in good faith with the employee in a timely manner in order to determine whether and how Fairview Heights may be able to provide a reasonable accommodation. To the extent necessary and appropriate based on the request, Fairview Heights will attempt to explore the existence and feasibility of alternative accommodations as well as alternative positions for the employee. Fairview Heights is not required to provide the specific accommodation sought by the employee, provided the alternatives are reasonable and either meet the specific needs of the employee or specifically address the employee's limitations.

As part of the interactive dialogue, Fairview Heights reserves the right to request supporting documentation to the maximum extent permitted by applicable law.

Fairview Heights will endeavor to keep confidential all communications regarding requests for reasonable accommodations and all circumstances surrounding the employee's underlying reason for needing an accommodation.

Fairview Heights will not allow any form of retaliation against employees who have requested an accommodation, for whom Fairview Heights has notice may require such an accommodation, or who otherwise engage in the interactive dialogue process.

Employees with questions regarding this policy should contact Human Resources.

2-3 Pregnancy Accommodations

In compliance with Illinois law, the City of Fairview Heights will not discriminate against employees because of pregnancy; will engage in a timely, good faith, and meaningful exchange with employees affected by pregnancy, childbirth, or related conditions; and will endeavor to provide a reasonable accommodation unless doing so will impose an undue hardship on the ordinary operation of the City business.

Such accommodations include modifications or adjustments to the work environment or circumstances under which the employee's position is customarily performed, including but not limited to more frequent or longer bathroom, water intake, or rest breaks; private non-bathroom space for expressing breast milk and breastfeeding; seating accommodations or acquisition or modification of equipment; assistance with manual labor, light duty, or a temporary transfer to a less strenuous or non-hazardous position; job restructuring or a part-time or modified work schedule; appropriate adjustment or modifications of examinations or training materials; assignment to a vacant position; or providing leave to recover from childbirth, or pregnancy.

Employees will not be required to accept an accommodation that they did not request or to which they did not agree, nor will they be forced to take leave if another reasonable accommodation is available.

The employee may be required to provide certification from a health care provider concerning the need for a reasonable accommodation to the same extent such a certification is required for other conditions related to a disability. A certification should include:

- Medical justification for the requested accommodation(s);
- A description of the reasonable accommodation(s) medically advisable;
- The date the accommodation(s) became advisable; and
- The probable duration of the reasonable accommodation(s).

The City will not deny employment opportunities or take adverse employment action against employees if such decision is based on the City's need to make a reasonable accommodation, and the City will not retaliate against employees who request an accommodation or otherwise exercise their rights under the Illinois Human Rights Act.

The Illinois Human Rights Act is enforced by the Illinois Department of Human Rights ("IDHR"). The charge process for violations of the law can be initiated by contacting the IDHR at any of the offices shown below or by completing the form at <https://www2.illinois.gov/DHR/Pages/default.aspx>.

Chicago Office
100 W. Randolph St.
10th Floor
Intake Unit
Chicago, IL 60601
(312) 814-6200

Springfield Office
535 West Jefferson
1st Floor
Intake Unit
Springfield, IL 62704
(217) 785-5100

Employees with questions or concerns regarding this policy or who would like to request an accommodation should contact Human Resources.

2-4 Lactation Accommodations

City of Fairview Heights supports the legal right and necessity of employees who choose to express milk in the workplace. This policy establishes guidelines for promoting a breastfeeding-friendly work environment and supporting lactating employees for as long as they desire to express breast milk.

The City will provide a reasonable amount of break time for employees who wish to express breast milk for their infant child each time the employee has a need to express milk, in accordance with applicable local, state, and federal law. If possible, the break time must run concurrently with rest and meal periods already provided. If break time cannot run concurrently with rest and meal periods, it will be unpaid, to the extent permitted by applicable law.

The City will provide breastfeeding employees with space, in close proximity to their work area, that is shielded from view and free from intrusion from co-workers and the public near the work area and which includes access to an electrical outlet for employees to express milk. The room or location may include the place where the employee normally works if it otherwise meets the requirements of the lactation space. Restrooms are prohibited from being used for lactation purposes.

Employees who need lactation accommodation should submit a request for possible accommodation to Human Resources. Upon receiving an accommodation request, Fairview Heights will respond to the employee within five (5) business days. The City and the employee will engage in an interactive process to determine the appropriate accommodations.

State law expressly prohibits discrimination or retaliation against lactating employees for exercising their rights granted by the ordinance. This includes those who request time to express breast milk at work and/or who lodge a complaint related to the right to lactation accommodations.

Employees have the right to file a complaint with the state Labor Commissioner for any violation of the rights underlying this policy.

Employees can consult Human Resources with questions regarding this policy.

2-5 Discrimination and Non-Harassment

In compliance with the Illinois Human Rights Act (Act) and any other related federal or local law/ordinance, all employees have the right to be free from unlawful discrimination or harassment (including sexual harassment). This means that employers may not treat people differently based on race, age, gender, pregnancy, disability, sexual orientation or any other protected class named in the Act or any other related federal or local law/ordinance. This applies to all employer actions, including hiring, promotion, discipline and discharge.

It is the City of Fairview Heights policy to prohibit intentional and unintentional discrimination or harassment (including sexual harassment) of or against job applicants, contractors, interns, volunteers or employees by another employee, department head/supervisor, vendor, customer or any third party on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information or any other characteristic protected by applicable federal, state or local laws (referred to as "protected characteristics"). The City also prohibits retaliation. All such conduct will not be tolerated by Fairview Heights.

The purpose of this policy is not to regulate our employees' personal morality, but to ensure that no one engages in discrimination or harassment (including sexual harassment) of another individual in the workplace, including while on City premises, while on City business (whether or not on City premises) or while representing the City. In addition to being a violation of this policy, discrimination,

harassment or retaliation based on any protected characteristic as defined by applicable federal, state or local laws also is unlawful. For example, sexual harassment and retaliation against an individual because the individual reported or filed a complaint of discrimination or harassment (including sexual harassment) or because an individual aided, assisted or testified in an investigation or proceeding involving a complaint of discrimination or harassment (including sexual harassment) as defined by applicable federal, state or local laws or helped others exercise their right to complain about discrimination or harassment (including sexual harassment) as defined by applicable federal, state or local laws are unlawful.

Reasonable Accommodation. Employees also have the right to reasonable workplace accommodations based on pregnancy, disability, religious beliefs or any other reason required by applicable federal, state or local laws. This means employees can ask for reasonable changes to their job if needed because they are pregnant or disabled or because of their religious beliefs or any other reason required by applicable federal, state or local laws.

Discrimination Defined. Discrimination under this policy generally means treating an individual differently or denying or granting a benefit to an individual because of any actual or perceived protected characteristic as defined under federal, state or local law/ordinance.

Harassment Defined. Harassment generally is defined in this policy as unwelcome verbal, visual or physical conduct that denigrates or shows hostility or aversion towards an individual because of any actual or perceived protected characteristic or has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts or e-mails) or physical conduct (including physically threatening another, blocking someone's way, etc.). Such conduct violates this policy, even if it does not rise to the level of a violation of applicable federal, state or local laws. Because it is difficult to define unlawful harassment, employees are expected to behave at all times in a manner consistent with the intended purpose of this policy.

Sexual Harassment Defined. Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal, visual or physical conduct of a sexual nature when:

- submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or
- submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or
- the conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of conduct that violate this policy include:

1. unwelcome flirtations, leering, whistling, touching, pinching, assault or blocking normal movement;
2. requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
3. obscene or vulgar gestures, posters or comments;
4. sexual jokes or comments about a person's body, sexual prowess or sexual deficiencies;
5. propositions or suggestive or insulting comments of a sexual nature;
6. derogatory cartoons, posters and drawings;
7. sexually-explicit e-mails, text messages or voicemails;
8. uninvited touching of a sexual nature;
9. unwelcome sexually-related comments;
10. conversation about one's own or someone else's sex life;
11. conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
12. teasing or other conduct directed toward a person because of the person's gender.

City Reporting Procedures. If the employee has been subjected to or witnessed conduct which violates this policy, the employee should immediately report the matter to their department head/supervisor. If the employee is unable for any reason to contact this person, or if the employee has not received an initial response within five (5) business days after reporting any incident of what the employee perceives to be harassment, the employee should contact Human Resources. If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should contact any higher-level manager in the reporting hierarchy.

Investigation Procedures. Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. Employees must cooperate with all investigations conducted pursuant to this policy.

Retaliation Prohibited. In addition, the City will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If the employee has been subjected to any such retaliation, the employee should report it in the same manner in which the employee would report a claim of perceived harassment under this policy.

Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including termination.

Additional Reporting Procedures. Aside from the internal complaint process at the City described above, employees may choose to file a charge/complaint of discrimination or harassment (including sexual harassment) with the Illinois Department of Human Rights (IDHR).

The charge process for violations of the law can be initiated by completing the form at www.illinois.gov/dhr or by contacting the IDHR at IDHR.Intake@illinois.gov, or either of these offices:

Chicago Office
160 North LaSalle Street, Suite N-1000
Chicago, Illinois 60601
Tel: [312-814-6269 and/or tel:3128146269]

Springfield Office
300 West Jefferson Street, Suite 108
Springfield, Illinois 62702
Tel: [217-785-4350 and/or tel:2177854350]

TDD: [866-832-2298 and/or tel:866-832-2298]
Fax: 312-814-6517

TDD: [866-832-2298 and/or tel:866-832-2298]
Fax: 217-524-4877

Employees also can contact the Illinois Sexual Harassment and Discrimination Helpline at 1-877-236-7703.

2-6 Drug-Free and Alcohol-Free Workplace

To help ensure a safe, healthy and productive work environment for our employees and others, to protect City property, and to ensure efficient operations, the City of Fairview Heights has adopted a policy of maintaining a workplace free of drugs and alcohol. This policy applies to all employees and other individuals who perform work for the City.

The unlawful or unauthorized use, abuse, solicitation, theft, possession, transfer, purchase, sale, or distribution of controlled substances (including medical marijuana), drug paraphernalia, or alcohol by an individual anywhere on City premises, while on City business (whether or not on City premises) or while representing the City, is strictly prohibited. Employees and other individuals who work for the City also are prohibited from reporting to work or working while they are using or under the influence of alcohol or any controlled substances that may impact the employee's ability to perform their job or otherwise pose safety concerns, except when the use is pursuant to a licensed medical practitioner's instructions and the licensed medical practitioner authorized the employee or individual to report to work. However, this exception does not extend any right to report to work under the influence of lawful recreational or medical marijuana or to use such as a defense to a positive drug test, to the extent the employee is subject to any drug testing requirement, except as permitted by and in accordance with applicable law.

Violation of this policy will result in disciplinary action, up to and including discharge.

Off-Premise Use. The City reserves the right to suspend any employee who has been arrested for criminal offenses related to the manufacture, possession, sale, use, distribution, dispensation, receipt, or transport of any illegal substance pending resolution of the charges to the City's satisfaction.

Employees who are convicted of any substance related violation under state or federal law or who plead guilty or nolo contendere (i.e., no contest) to such charges must inform the City in writing within five (5) days of the conviction or plea. Failure to do so will result in disciplinary action, up to and including termination. In the event of an employee's conviction or plea to charges relating to the manufacture, possession, sale, use, distribution, dispensation, receipt, or transportation of any substance, the City will determine whether disciplinary action will be taken, including the appropriateness of continued employment.

Reasonable Accommodation. The City maintains a policy of non-discrimination and will endeavor to make reasonable accommodations to assist individuals recovering from substance and alcohol dependencies, and those who have a medical history which reflects treatment for substance abuse conditions. However, employees may not request an accommodation to avoid discipline for a policy violation. We encourage employees to seek assistance before their substance abuse or alcohol misuse renders them unable to perform the essential functions of their jobs, or jeopardizes the health and safety of any City employee, including themselves.

2-7 Drug Testing

The City of Fairview Heights may periodically conduct substance tests based on breath, saliva, urine, blood, and/or hair samples under any of the circumstances noted below. Any employee subjected to any substance test will be required to sign a Substance Test Consent Form. Refusal to sign the form or leaving the work area prior to the substance test without permission of the supervisor, or refusal to cooperate in any way with the testing process, will be grounds for immediate termination of employment. In the event, an employee consents to a substance test but fails to sign a Substance Test Consent Form, their failure will not invalidate the consent for the testing.

An employee, who appears to be under the influence of substance(s), is at the sole discretion of the City, will be removed from the work area and provided with transportation to the place of testing. The City will arrange for transportation home following a positive test. At the discretion of the City, employees suspected of violating this policy may be placed on administrative leave with pay pending test results. If test results are negative; the employee will be reimbursed for any salary lost during administrative leave.

Reasons for drug testing include:

1. **Pre-Employment Testing.** Individuals to whom an offer of employment are contingent upon the results of a pre-employment substance test of breath, saliva, urine, blood, and/or hair in accordance with this policy. Individuals who test positive on a drug screen (except with respect to prescription drugs and over-the-counter medications), will be ineligible for employment and offers of employment will be revoked. Such individuals will be charged for the cost of the drug screening.
2. **Post-Incident/Accident Testing.** Employees who are involved in a work-related incident or accident may be tested for drugs or alcohol to the extent there is a reasonable possibility that drugs or alcohol could have caused or contributed to the accident. If an employee refuses to take a drug/alcohol test at the time of the accident, the employee will be subject to disciplinary actions up to termination of employment. All post-incident/accident tests must be administered as soon as possible following the event. Employees will not be able to return to work until favorable results are received.
3. **Reasonable Suspicion.** The City may require an employee to submit to a substance test if the employee's supervisor and another individual in a management position has a reasonable belief that the employee is using, is under the influence of, or is in the possession of substance or has otherwise violated this policy's prohibition on the use of substances. Refusal to submit to a substance test will be grounds for immediate termination of employment.
4. **Random Selection Testing.** All employees are subject to random testing for substances. Where random testing is prohibited or restricted by applicable state or local statute or regulation, or other legally-binding agreement, the City will conform to all applicable laws, regulations, and agreements notwithstanding the provisions of this policy.
5. **Fitness for Duty Testing.** Employees suspected to be unfit for duty as a result of the use or reasonably suspected use of substances will be subject to substance testing. Refusal to submit to substance test will be grounds for immediate termination of employment.

Specimens reported by the testing laboratory as adulterated or substituted will be considered a refusal to test, and therefore grounds for immediate termination of employment or ineligibility for hire.

Testing samples will be collected by a qualified individual only, whether such individuals are employees of an outside testing laboratory. Collection of samples will be performed under reasonable and sanitary conditions. The chain of custody of the sample will be recorded, and this record should be retained.

Management may conduct searches of City property, including lockers, desks, vehicles, storage, and an employee's personal property such as a vehicle in cases where there is reasonable cause to suspect a violation of this policy. Although no search will be conducted without an employee's consent, consent to a search is a condition of continued employment with the City. An employee who refuses to cooperate in the conducting of such searches will be subject to disciplinary action up to and including termination of employment.

2-8 Workplace Violence

The City of Fairview Heights is strongly committed to providing a safe workplace. The purpose of this policy is to minimize the risk of personal injury to employees and damage to City and personal property. Fairview Heights does not expect employees to become experts in psychology or to physically subdue a threatening or violent individual. Indeed, Fairview Heights specifically discourages employees from engaging in any physical confrontation with a violent or potentially violent individual. However, Fairview Heights does expect and encourage employees to exercise reasonable judgment in identifying potentially dangerous situations.

Experts in the mental health profession state that prior to engaging in acts of violence, troubled individuals often exhibit one or more of the following behaviors or signs: over-resentment, anger and hostility; extreme agitation; making ominous threats such as bad things will happen to a particular person, or a catastrophic event will occur; sudden and significant decline in work performance; irresponsible, irrational, intimidating, aggressive or otherwise inappropriate behavior; reacting to questions with an antagonistic or overtly negative attitude; discussing weapons and their use, and/or brandishing weapons in the workplace; overreacting or reacting harshly to changes in City policies and procedures; personality conflicts with co-workers; obsession or preoccupation with a co-worker or department head/supervisor; attempts to sabotage the work or equipment of a co-worker; blaming others for mistakes and circumstances; or demonstrating a propensity to behave and react irrationally.

Prohibited Conduct. Threats, threatening language or any other acts of aggression or violence made toward or by any City employee WILL NOT BE TOLERATED. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, flashing of weapons, stalking or any other hostile, aggressive, injurious or destructive action undertaken for the purpose of domination or intimidation. To the extent permitted by law, employees and visitors are prohibited from carrying weapons onto City premises.

Procedures for Reporting a Threat. All potentially dangerous situations, including threats by co-workers, should be reported immediately to any member of management with whom the employee feels comfortable. Reports of threats may be maintained confidential to the extent maintaining confidentiality does not impede City of Fairview Heights ability to investigate and respond to the complaints. All threats will be promptly investigated. All employees must cooperate with all investigations. No employee will be subjected to retaliation, intimidation or disciplinary action as a result of reporting a threat in good faith under this policy.

If the City determines, after an appropriate good faith investigation, that someone has violated this policy, the City will take swift and appropriate corrective action.

If the employee is the recipient of a threat made by an outside party, that employee should follow the steps detailed in this section. It is important for the City to be aware of any potential danger in its offices. Indeed, the City wants to take effective measures to protect everyone from the threat of a violent act by employees or by anyone else.

Illinois Concealed Carry Law. Although the Illinois Firearm Conceal Carry Act allows private citizens to carry weapons (handguns) on their person and in their vehicles lawfully, there are prohibited areas included in the law. Accordingly, City Hall, the Police Department, Parks Department, City Garage, the Library and all city parks are prohibited areas. Employees as well as the general public are not allowed to carry a weapon in these places, except for duly sworn police officers.

2-9 Whistleblower Protection

In accordance with the Sarbanes-Oxley Act of 2002, the City of Fairview Heights has enacted these methods for protection of Whistleblowers:

1. All employees are encouraged to report on any activity that the employee reasonably believes to constitute fraudulent activity or is in violation of any governmental regulation to Human Resources. All employees have the assurance that these reports will be considered completely confidential, and the identity of the reporting employee will not be disclosed under any circumstance.
2. The City will not tolerate any retaliation in any form, including harassment or discrimination, against any employee who has raised concerns about possible fraudulent activity. Any reports of retaliation will be thoroughly investigated, and offending employees will be dealt with accordingly.

2-10 Captive Audience Meetings

To comply with Illinois state law, the City of Fairview Heights meetings convened to express the employer's views on unionization, religious or political matters in the workplace will follow these guidelines:

1. reasonable notice that the City will express its views on unionization, religious or political matters when that is its intent;
2. attendance is voluntary and not during work hours;
3. employees will not be subject to discipline, discharge, or other adverse consequences for failing to attend the meeting or for leaving the meeting early; and,
4. the City will not keep any records of attendance.

Employees who believe they were unfairly retaliated against for not attending such meetings can report violations to the Illinois Department of Labor.

2-11 Defense and Indemnification of Employees

In accordance with Section 2-302 of the Illinois Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/2-302), the City of Fairview Heights will defend and indemnify a City employee for any claim or action instituted against a City employee based on an injury allegedly arising out of an act or omission occurring within the scope of their employment as a City employee only;

provided, however, that, the City will not indemnify a City employee for any portion of a judgment representing an award of punitive or exemplary damages.

2-12 Personally Identifiable Information (PII)

Every day the City of Fairview Heights will receive, use and store personally identifiable information (PII) about our elected officials, employees, customers and vendors—our stakeholders. PII is any piece of data that someone could use to distinguish or trace a person's identity and use it for fraudulent purposes. Some types of PII are obvious, such as name, Social Security number, or taxpayer identification number, but others are more subtle, such as biometric data (retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry)—and some data points only become PII when analyzed in combination with one another (a birthdate and an address).

It is important that we follow good data protection practices and ensure information is handled lawfully and respectfully. This policy, and any other documents referred to in it, sets out the basis on which we will process any PII we collect or use.

Data Protection Principles. Anyone processing PII, should ensure that data is:

- a. Processed fairly, lawfully, and in a transparent manner.
- b. Collected for specified, explicit, and legitimate purposes, and any further processing is completed for a compatible purpose.
- c. Adequate, relevant and limited to what is necessary for the intended purposes.
- d. Accurate, and where necessary, kept up to date.
- e. Kept in a form that permits identification for no longer than necessary for the intended purposes.
- f. Processed in line with employee/customer rights and in a manner that ensures appropriate security of the data, including protection against unauthorized or unlawful processing and against accidental loss, destruction, or damage, using appropriate technical or organizational measures.
- g. Not transferred to people or organizations situated in countries without adequate protection and without first having advised the employee.

Human Resources must authorize any release of PII to others.

Identity Theft Protection Program. City employees are also responsible for the Identity Theft Protection Program, especially as it relates to our customers, and are required to follow the processes detailed within this program and any other documents referred to in it. Specifically, employees are required to take appropriate steps:

- a. based on notification and warnings of red flags from credit reporting agencies, suspicious documents, suspicious personal identifying information, suspicious account activity or unusual use of account and alerts from others
- b. to detect red flags in new and existing accounts
- c. to prevent and mitigate risks posed by red flags
- d. protect all City stakeholder (employee, customer, supplier, etc.) identifying information

Violators of this policy may be subject to disciplinary action, up to and including discharge.

SECTION 3 - OPERATIONAL POLICIES

3-1 Employee Classifications

For purposes of this handbook, all the City of Fairview Heights employees fall within one of the classifications below.

Regular Full-Time Employees - Employees who regularly work at least forty (40) hours per week who were not hired on a short-term basis.

Regular Part-Time Employees - Employees who regularly work fewer than thirty (30) hours per week who were not hired on a short-term basis.

Seasonal Employees - Employees who were hired for a specific short-term project, or on a short-term freelance, per diem or seasonal basis, and whose employment is expected end in no more than nine (9) months. Short-Term employees generally are not eligible for City benefits, but are eligible to receive statutory benefits.

Emergency Employees – Employees who are authorized by the Mayor, their designee or City Clerk, to meet a specific one-time, unusual, emergency need of the City, who are engaged for a period of not more than twenty-two (22) days in any consecutive three- (3-) month period during which a regular work week may or may not be worked. Emergency employees generally are not eligible for City benefits, but are eligible to receive statutory benefits.

In addition to the above classifications, employees are categorized as either "**exempt**" or "**non-exempt**" for purposes of federal and state wage and hour laws. Employees classified as exempt do not receive overtime pay; they generally receive the same weekly salary regardless of hours worked. Such salary may be paid less frequently than weekly. The employee will be informed of these classifications upon hire and informed of any subsequent changes to the classifications.

3-2 Introductory Period

The first nine (9) months of employees' employment is an introductory period, with the exception of sworn Police Department personnel, who are governed elsewhere. All sworn Police personnel must successfully complete an eighteen (18) month probationary period regardless of previous employment with the City. This is an opportunity for the City of Fairview Heights to evaluate the employee's performance. It also is an opportunity for employees to decide whether they are happy being employed by the City. Completion of the introductory period does not alter the employee's at-will status.

Fairview Heights will conduct a formal performance review at the end of each three- (3-) month period, as well as the introductory period. Introductory employees who fail to receive satisfactory evaluations during the introductory period may be dismissed by only the department head/supervisor or Mayor, except probationary police officers, who may be dismissed by the Chief of Police or the Board of Fire and Police Commissioners.

The introductory period also applies to employees (except Sworn Police personnel) who are rehired after previously terminating their employment with the City. All employees who are rehired by the City are not eligible for benefits they may have earned during their previous employment with the City. All

benefits (such as longevity, sick time, vacation) will be based on the employee's most recent date of hire. This Section does not apply to employees who transfer from one department of City employment to another, or from one position to another, providing they have previously successfully completed an introductory period.

3-3 Your Employment Records

To obtain their position, employees have provided personal information, such as address and telephone number. This information is contained in their personnel file. Protected health information is stored separately in a secure manner.

Employees are to keep their personnel file up to date by informing Human Resources of any changes within seventy-two (72) hours of the change. Employees also should inform Human Resources of any specialized training or skills they acquire, as well as any changes to any required visas. Unreported changes of address, marital status, etc. can affect withholding tax and benefit coverage. Further, an "out of date" emergency contact or an inability to reach employees in a crisis could cause a severe health or safety risk or other significant problem.

According to the Illinois Personnel Records Review Act, employees have a right to request a review of their personnel records twice a year during their employment and up to one (1) year after their employment is terminated. Employees are also entitled to obtain a copy of their personnel records. Personnel records can include documents pertaining to employment, such as job applications, performance evaluations, letters of recognition, disciplinary actions, training records, pay stubs, and forms related to transfers and promotion. Employees must submit requests for access or copies in writing to Human Resources.

3-4 Working Hours and Schedule

The City of Fairview Heights normally is open for business from 8:30 to 5:00, Monday through Friday.

Employees will be assigned a work schedule and will be expected to begin and end work according to the schedule. To accommodate the needs of the business, at some point Fairview Heights may need to change individual work schedules on either a short-term or long-term basis.

Employees will be provided meal and rest periods as required by law. A department head/supervisor will provide further details.

3-5 Remote/Hybrid Work Arrangements

The City of Fairview Heights may allow employees to work remotely if their job duties and work performance are determined to be eligible for remote work. Eligibility will be decided on a case-by-case basis by the City. Employees also may be required to work remotely during periods of public health emergencies if government orders and mandates recommend such work.

This policy provides general information regarding remote/hybrid work arrangements. Employees who are approved to work remotely should consult their individual agreement for specific details of their remote/hybrid work arrangement, such as expected work hours, equipment provided, and other important information.

Any remote/hybrid work arrangement may be discontinued by the City at any time and at the discretion of the City. Employees also may discontinue the arrangement but may not be guaranteed office space at the City's location.

At-Will Employment. This policy and any individual agreement addressing this work arrangement do not create a contract of employment and are not intended to be considered or construed as a promise of continued employment. Employment is at will and may be discontinued at any time by the City or employee without notice, cause, or liability.

Hours of Work. Employees will work their full assigned schedule when working remotely. Scheduled hours of work will be set by the employees' department head/supervisor. Employees should maintain regular contact with their department head/supervisor.

Nonexempt employees must accurately record all hours worked pursuant to the City's timekeeping system and take rest and meal breaks as if in the City's workplace and as required by law. Nonexempt employees may not work beyond scheduled working hours (including working more than forty (40) hours in a workweek) without prior, written authorization from their manager or department head/supervisor.

Location. Employees will provide, at their expense, a secure, dedicated work area. Employees are responsible for maintaining the work area in a safe, secure, and nonhazardous condition at all times. Employees will maintain security devices and procedures necessary to prevent use by unauthorized persons, including by preventing the connection of any City-furnished computer system, network, or database to any computer, network, or database other than a computer, network, or database to which connections are provided or authorized by the City.

Duties. Employees are expected to follow all existing City policies and procedures. The duties, obligations, responsibilities, and conditions of employment with the City remain unchanged. Employees must stay engaged with work throughout the workday and be fully available during normal business hours. If employees do not successfully perform their job duties remotely, this arrangement will be revoked. Employees are expected to follow existing City policies with respect to scheduled and unscheduled time off, including the obligation to speak with their manager or department head/supervisor before the scheduled start time in the event of an unscheduled absence, tardy, or early departure.

Accidents and Injuries. Employees agree to maintain safe conditions in the remote work space and to practice the same safety habits and rules applied on City premises. If employees incur an injury arising out of the course and scope of the assigned job duties while working in the remote work space, the workers' compensation provisions in place for Illinois will apply. Employees must notify their department head/supervisor immediately and complete all necessary and/or requested documents regarding the reported injury. The City assumes no responsibility for injuries occurring in the remote work space outside normal working hours or for injuries that occur as a result of a reasonably recognizable unsafe remote work space.

Equipment. Employees agree to use electronic equipment that has been encrypted and meets all of the City's security requirements. If the City provides equipment for home use, employees agree to provide a secure location for City-owned equipment and will not use, or allow others to use, such equipment for purposes other than City business. Employees have no expectation of ownership in such equipment, linkages, property, or other items installed or provided by the City. The City will bear

the expense of removal of any such equipment, linkages, and installations provided by the City upon the termination of the remote/hybrid work arrangement but not modification of or repairs to the work location. Employees hereby release the City from any damage or liability incurred in the installing or removal of the equipment provided by the City.

Return of City Property. All equipment, records, and materials provided by the City will remain City property. Employees agree to return City equipment, records, and materials upon request. All City equipment will be returned by employees for inspection, repair, or replacement as needed or requested or immediately upon termination of the remote/hybrid work arrangement. All equipment must be returned within five (5) business days of written notice to the employees.

Expenses. Upon presentment of receipts and in accordance with the Business Expense Reimbursement policy, the City will reimburse employees for certain preapproved expenses.

Regular household utility charges, such as electricity, water, phone, Internet service, auto, homeowners' insurance, etc., are not reimbursable unless state law requires reimbursement.

Confidentiality. Employees agree that they are subject to the City's policies prohibiting the nonbusiness use or dissemination of the City's confidential business information. Employees will take all appropriate steps to safeguard the City's confidential business information, including segregating it from personal papers and documents, not allowing nonemployees to access such information, and keeping such information in locked drawers or file cabinets when not in use. Employees will maintain confidential information, including, but not limited to, information regarding the City's products or services, processing, marketing and sales, client lists, client e-mail addresses and mailing addresses, client data, orders, memoranda, notes, records, technical data, sketches, designs, plans, drawings, trade secrets, research and development data, experimental work, proposals, new product and/or service developments, project reports, sources of supply and material, operating and cost data, and corporate financial information.

If employees have any questions concerning this policy or would like to apply to work remotely, they should contact Human Resources.

3-6 Timekeeping Procedures

Employees must record their actual time worked for payroll and benefit purposes.

Non-exempt employees must record the time work begins and ends, as well as the beginning and ending time of any departure from work for any non-work-related reason, on forms as prescribed by management. Non-exempt employees may not start work until their scheduled starting time.

Exempt employees are required to record their daily work attendance and report full days of absence from work for reasons such as leaves of absence, sick leave or personal business.

All employees may be required to document tasks completed during their on-the-clock time.

Altering, falsifying or tampering with time records is prohibited and subjects the employee to discipline, up to and including discharge.

It is the employee's responsibility to sign time records to certify the accuracy of all time recorded. Any errors in the time record should be reported immediately to a department head/supervisor, who will attempt to correct legitimate errors.

3-7 Overtime

When the City of Fairview Heights experiences periods of extremely high activity, additional work may be required. Department heads/supervisors are responsible for monitoring business activity and requesting overtime work if it is necessary. Effort will be made to provide employees with adequate advance notice in such situations. Employees may work overtime only with prior management authorization. Any non-exempt employee who works overtime without authorization may be subject to disciplinary action, up to and including termination.

Any non-exempt employee who works overtime will be compensated at the rate of one and one-half times (1.5) their regular hourly wage for all time worked in excess of forty (40) hours each workweek, unless otherwise required by applicable law. Overtime pay is calculated based on actual hours worked. Paid time off, holidays, or any leave of absence will not be considered hours worked for purposes of performing overtime calculations. For purposes of calculating overtime for non-exempt employees, the workweek begins at Midnight on Sunday and ends at 11:59 p.m. on the following Saturday.

Travel Compensation and Overtime. No overtime or compensatory time will be authorized for travel time to and from a Seminar or Convention. Also, no compensatory time or overtime will be paid for Seminars conducted on weekends or Holidays.

Police Department. Hours worked at the Mayor's or department head's/supervisor's request in excess of the Police Department personnel's regularly scheduled work day, or in excess of the Police Department personnel's regularly scheduled work week will be considered as overtime.

Compensatory Time. When a full-time non-exempt employee works overtime, the employee may elect to take any equivalent of one and one-half (1.5) times the number of overtime hours worked (excluding holidays) as time off with pay at the discretion of the employee's department head/supervisor. After accrual of sixty (60) compensatory hours, (forty (40) regular hours), all other overtime hours will be paid at the overtime rate. Sixty (60) compensatory hours is the maximum to be accrued by any one employee. Compensatory time will be used for time off only at the discretion of the department head/supervisor and will be paid in cash only at the time of termination or promotion to an exempt position, paid within thirty (30) days.

Special Admin Time. The **City of Fairview Heights** may provide special admin time to eligible employees who are required to perform work outside of their regularly scheduled work hours due to special events, emergencies, after-hours assignments, operational needs, or other duties as determined by the City. Eligibility for special admin time shall be limited to employees serving in exempt positions.

Eligible employees shall accrue special compensatory/admin time at a rate of **one (1) hour of special compensatory time for each one (1) hour of qualifying overtime worked**. Special admin time shall be granted only when authorized by the appropriate Department Head and/or the Mayor, as applicable, and shall be properly documented in accordance with the City's established procedures.

Employees eligible for special compensatory time may maintain a maximum balance of **one hundred hours (100) hours**. Once an employee reaches the 100-hour maximum, additional special admin time shall not be credited until the employee's balance falls below the maximum through the use of previously accrued hours.

Special admin time shall be used at a time approved by the employee's Department Head or Mayor and may be subject to the operational needs of the City. The City may establish reasonable procedures and scheduling requirements governing the use and administration of special compensatory time.

Special admin time is a benefit provided for active City employees and shall have no cash value upon separation from employment. Employees who resign, retire, are terminated, or otherwise separate from employment with the City of Fairview Heights shall not be entitled to payment for any unused special admin time. Any unused special admin time balance shall be forfeited upon separation from City employment.

The above listed categories of overtime are the only categories acknowledged by the City of Fairview Heights.

Nothing in this policy shall be construed to supersede any applicable federal or Illinois law, or the terms of an applicable collective bargaining agreement.

3-8 Shift Premium and Call Out Pay

Shift premiums will be paid to all full-time employees (except those working twelve- (12-) hour shifts), and ~~part-time dispatchers and~~ part-time civilian police aides who are regularly scheduled to work second shift, and for all employees regularly required to work third shift. The shift premium will be announced routinely and be added to the employee's regular computed hourly rate when figuring wages for hours worked during second and third shift periods.

Employees (except those working twelve- (12-) hour shifts) will be compensated for hours worked, at the second shift premium if they are required to start their normal work schedule between the hours of 2:00 P.M. and 9:59 P.M. (for Police Telecommunicators only) or 3:00 P.M. and 11:00 P.M. and at the third shift premium rate if they are required to start their normal schedule between the hours of 10:00 P.M. and 5:59 A.M. (for Police Telecommunicators only) or 11:00 P.M. and 7:00 A.M. All other starting times are interpreted as first shift for which no premium will be paid.

Shift premium are determined solely upon the required starting time of the employee. Employees starting work in one shift and ending in another will be compensated at the shift rate for which they started work.

Employees working twelve- (12-) hour shifts who are required to start their normal work schedule between the hours of 4:00 A.M. and 4:00 P.M. will not receive a shift premium. Those required to start their normal work schedule between the hours of 4:00 P.M. and 4:00 A.M. will receive the third shift premium rate.

Employees called out to work in addition to their normal work day will be compensated at the overtime or holiday rate, and the shift premium will **NOT** apply.

Minimum Call Out

A full-time, non-exempt level employee called out to work on employee's day off or after the completion of the employee's regular work day, will be compensated for a minimum of two (2) hours figured at the overtime rate. This benefit does not apply to regularly scheduled overtime, but was meant to include specific call outs. For example, breathalyzer test, female prisoner search and court time in the Police Department, stray animal calls, health nuisances and street related problems in the Planning and Public Works Departments. Those employees who are called out on an official holiday, will be compensated at the holiday pay rate.

The part-time Animal Control/Code Enforcement Officer will receive a minimum two (2) hours at the regular pay rate of emergency calls received after the completion of the employee's work schedule or on employee's day off.

3-9 Travel Time for Non-Exempt Employees

Overnight, Out-of-Town Trips. Non-exempt employees will be compensated for time spent traveling (except for meal periods) during their normal working hours, on days they are scheduled to work and on unscheduled work days (such as weekends). Non-exempt employees also will be paid for any time spent performing job duties during otherwise non-compensable travel time; however, such work should be limited absent advance management authorization.

Out-of-Town Trips for One Day. Non-exempt employees who travel out of town for a one-day assignment will be paid for all travel time, except for, among other things: time spent traveling between the employee's home and the local railroad, bus or plane terminal; and meal periods.

Local Travel. Non-exempt employees will be compensated for time spent traveling from one job site to another job site during a workday. The trip home, however, is non-compensable when the employee goes directly home from the final job site, unless it is much longer than the regular commute home from the regular worksite. In such case, the portion of the trip home in excess of the regular commute is compensable.

Commuting Time. Travel from home to work and from work to home is generally non-compensable. However, if a non-exempt employee regularly reports to a worksite near their home, but is required to report to a worksite farther away than the regular worksite, the additional time spent traveling is compensable. If compensable travel time results in more than forty (40) hours worked by a non-exempt employee, the employee will be compensated at an overtime rate of one and one-half (1-1/2) times the regular rate.

To the extent that applicable state law provides greater benefits, state law applies.

3-10 Safe Harbor Policy for Exempt Employees

It is the City of Fairview Heights policy and practice to accurately compensate employees and to do so in compliance with all applicable state and federal laws. To ensure proper payment and that no improper deductions are made, employees must review pay stubs promptly to identify and report all errors.

Those classified as exempt salaried employees will receive a salary which is intended to compensate them for all hours they may work for Fairview Heights. This salary will be established at the time of hire or classification as an exempt employee. Although it may be subject to review and modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work performed.

Under federal and state law, salary is subject to certain deductions. For example, unless state law requires otherwise, salary can be reduced for the following reasons:

- full-day absences for personal reasons;
- full-day absences for sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing wage replacement benefits for such absences (deductions also may be made for the exempt employee's full-day absences due to sickness or disability before the employee has qualified for the plan, policy or practice or after the employee has exhausted the leave allowance under the plan);
- full-day disciplinary suspensions for infractions of our written policies and procedures;
- Family and Medical Leave Act absences (either full- or partial-day absences);
- to offset amounts received as payment from the court for jury and witness fees or from the military as military pay;
- the first or last week of employment in the event the employee works less than a full week; and
- any full work week in which the employee does not perform any work.

Salary may also be reduced for certain types of deductions such as a portion of health, dental or life insurance premiums; state, federal or local taxes; social security; or voluntary contributions to a 401(k) or pension plan.

In any work week in which the employee performed any work, salary will not be reduced for any of the following reasons:

- partial day absences for personal reasons, sickness or disability;
- an absence because the City has decided to close a facility on a scheduled work day;
- absences for jury duty, attendance as a witness, or military leave in any week in which the employee performed any work (subject to any offsets as set forth above); and
- any other deductions prohibited by state or federal law.

However, unless state law provides otherwise, deductions may be made to accrued leave for full- or partial-day absences for personal reasons, sickness or disability.

If employees believe they have been subject to any improper deductions, they should immediately report the matter to a department head/supervisor. If the department head/supervisor is unavailable or if the employee believes it would be inappropriate to contact that person (or if the employee has not received a prompt and fully acceptable reply), they should immediately contact Human Resources or any other department head/supervisor in Fairview Heights with whom the employee feels comfortable.

3-11 Your Paycheck

Employees will be paid bi-monthly for all the time worked during the past pay period.

Payroll stubs itemize hours worked, pay rates, overtime and deductions made from gross earnings. By law, the City of Fairview Heights is required to make deductions for Social Security, federal income tax and any other appropriate taxes. These required deductions also may include any court-ordered garnishments. Payroll stubs also will differentiate between regular pay received and overtime pay received.

If there is an error in any employee's pay, the employee should bring the matter to the attention of the Finance Department immediately so the City can resolve the matter quickly and amicably.

Paycheck stubs will be given only to the employee, unless the employee requests that they be mailed or authorized in writing that another person may accept the paycheck stub.

3-12 Direct Deposit

The City of Fairview Heights strongly encourages employees to use direct deposit. Authorization forms are available from the Finance Department.

3-13 Performance Evaluation

A written performance evaluation provides the employer with an effective mechanism to measure and communicate levels of job performance to employees. It provides the employee with documented, constructive feedback concerning their current job performance. Documented performance evaluation serves as a basis for management decisions regarding training needs, job assignments, promotion, and retention of employees. The work performance of employees will be evaluated in accordance with established procedures.

However, a positive performance evaluation does not guarantee an increase in salary, a promotion or continued employment. Compensation increases and the terms and conditions of employment, including job assignments, transfers, promotions, and demotions, are determined by and at the discretion of management.

Employees will be evaluated both at the midpoint of their introductory period and immediately prior to its completion if still employed at these time points. All other City employees will be evaluated annually. Special evaluations may be conducted if deemed appropriate by the department head/supervisor.

Department heads/supervisors or their designee who review or conduct an evaluation will be responsible for its quality, consistency, equity, and timeliness.

Each employee will be provided a copy of their performance evaluation. The supervisor will discuss the evaluation with the employee and counsel the employee regarding any improvement in performance that appears desirable or necessary, and discuss career goals.

In addition to these formal performance evaluations, the City encourages employees and department heads/supervisors to discuss job performance on a frequent and ongoing basis.

3-14 Job Postings

The City of Fairview Heights is dedicated to assisting employees in managing their careers and reaching their professional goals through promotion and transfer opportunities. This policy outlines the online job posting program which is in place for all employees. To be eligible to apply for an open position, the employees must meet the following requirements:

- Be a current, permanent, full-time or part-time employee;
- Must be off probation to apply for opening;
- Maintain a performance rating of satisfactory or above;
- Not be on conduct/performance-related probation or warning;
- Meet the job qualifications listed on the job posting; and
- Provide their current manager with notice prior to accepting the position.

If employees find a position of interest on the job posting website and they meet the eligibility requirements, an online job posting application or paper application must be completed in order to be considered for the position. The City reserves the right to seek applicants solely from outside sources or to post positions internally and externally simultaneously.

It is the policy of the City to request permission from prospective employees to conduct background checks if the position will expose these individuals to sensitive information.

The United States Citizenship and Immigration Services (USCIS) requires employees to provide identification and proof of their authorization to work in the United States via the Form I-9. The City will comply with all regulations that govern the completion, filing, retention, and disposal of the City Form I-9 for all new hires, current and past employees.

For more specific information, please contact Human Resources.

3-15 Physical Exam

A physical examination will be required for any employee hired to work for the City. All employees who work more than thirty (30) consecutive days, will be required to undergo the physical examination. The extent of the exam will be to assess the employee's capability to perform the essential functions of the position hired for, with or without accommodation. The City will supply the physical examination form to be completed, designate the examining physician and pay for the cost of the physical.

Employees giving any false information to the examining physician will be subject to disciplinary action or dismissal from employment.

3-16 Record Retention

The City of Fairview Heights acknowledges its responsibility to preserve information relating to litigation, audits and investigations. Failure on the part of employees to follow this policy can result in possible civil and criminal sanctions against the City and its employees and possible disciplinary action against responsible individuals (up to and including discharge of the employee). Each employee has an obligation to contact the Human Resources to inform them of potential or actual litigation, external

audit, investigation or similar proceeding involving the City that may have an impact on record retention protocols.

3-17 Business Expense Reimbursement

This policy establishes the procedures all employees must follow when they are required to incur business-related expenses on behalf of the City of Fairview Heights.

Employees are expected to use good judgment regarding all expenses incurred while conducting business for Fairview Heights. Expenses must be reasonable in the circumstances, necessary and incidental to the performance of the business involved and for the primary benefit of Fairview Heights rather than the employee.

Travel. The City, to advance the training and professionalism of its employees, may authorize attendance at appropriate training sessions and conferences. Employees with city issued credit cards must use them for authorized expenses incurred in travel on City business. This policy is not applicable to an employee's voluntary attendance in a course of formal education instruction, or instruction that may generally lead to improved or upgraded job skills.

Any official overnight travel requires prior approval from the employee's department head/supervisor or City Administrator. A "Travel Authorization/Expense Reimbursement Form" is required for approval prior to the trip, and for expense reporting following the trip. A guest may accompany an employee on an official trip, if it will not interfere with the purpose of the trip. However, no expenses attributable to a guest/spouse will be paid and/or reimbursed by the City.

It is intended that all reasonable costs incurred as a result of authorized travel will be reimbursed in accordance with the following guidelines:

1. Transportation and Parking

- a. Driving. The least expensive, but most direct mode of transportation will be used when traveling out of the area for official business. City staff cars will be used whenever possible. Reimbursement for use of a personal vehicle, when authorized, while on authorized business outside of the City, will be at the most current rate per mile as established by the standard federal mileage rate as published by the Internal Revenue Service (IRS). Such payment is considered to be total reimbursement for all vehicle-related expenses (i.e., gas, oil, depreciation, etc.). Charges incurred for parking at the destination and other highway tolls are reimbursable at the actual amount (receipt required). No reimbursement will be granted for damage, repairs, or towing of personal vehicles used for City business. Auto rentals and/or the use of taxi cabs are permitted if alternate modes of local transportation are not available (receipts must be obtained).
- b. Other Modes. The City will pay the actual costs of "coach" or "economy" fares for transportation by air, train, or bus. Travel arrangements should be made as far in advance as possible to take advantage of the most economical rate. Every effort should be made to take advantage of the excursion fares. If there are penalties associated with changing reservations, the City will pay for these, provided the City required the change or the change was beyond the control of the employee. Penalties or cancellation charges incurred for any other reason will be the responsibility of the employee.

2. **Meals.** Expenses incurred for meals will be reimbursed at an amount not to exceed the IRS per diem rate. Reimbursement will extend through a normal meal period. Charges incurred for

meals are reimbursed at the actual amount. Itemized receipts are required. Expenses for alcoholic beverages are not reimbursable. Banquets and/or other meals that are included within the official program or agenda are fully reimbursable.

3. **Lodging.** Expenses covering the cost of a motel or hotel room will be reimbursed when travel requires an overnight stay(s). (Receipts are required.) Overnight lodging will be reimbursed only when the required travel extends beyond sixty (60) miles from the City of Fairview Heights. Employees must make every effort to get the discounted conference or convention rate, when applicable. If not applicable, the employee must stay at the government discount rate.
4. **Registration Fees.** Expenses incurred for authorized employees to attend conferences, meetings, and/or seminars that can be directly or indirectly beneficial to the City of Fairview Heights are reimbursable.
5. **Other Expenses.** Reasonable expenses incurred for taxi services, baggage storage, internet connection, telephone calls, rental of equipment, recording fees, and copying fees may be reimbursed upon presentation of a receipt.
6. **Travel and Expense Claim.** Any reimbursement due to an employee must be requested on a travel and expense claim form.
7. **Periodic Review.** The City Administration will periodically review and adjust travel reimbursement amounts throughout the calendar year.
8. **Non-Reimbursable Expenses.** The following travel expenses will not be reimbursed:
 - a. Costs incurred by a spouse or other guest accompanying an employee.
 - b. Personal expenditures such as valet service, unless no other form of parking is made available at the lodging facility, laundry and cleaning, entertainment, unless it is included with the conference registration, or side trips.
 - c. Purchase of alcoholic beverages.
9. **Exceptions to the Policy.** In a situation where extraordinary travel expenses are to be incurred, or where this policy does not cover a particular situation or places a particular hardship on an employee, if strictly enforced, the Mayor may authorize exceptions.

City-Owned Credit Cards. Expenses must be paid with a City credit card and be evidenced by appropriate itemized receipts. Furthermore, expenses paid by City credit card will be subject to all the rules provided in this policy. Misuse of a City-owned credit card for personal expenses will be considered theft and will be prosecuted to the fullest extent of the law. Unauthorized use of a City credit card is grounds for corrective action up to and including termination of employment.

Credit Card Expense Reporting. Employees must properly substantiate all business expenses submitted for reimbursement in accordance with this policy.

Employees are responsible for properly substantiating all charges incurred on behalf of the City. All expense reports should be submitted in a timely manner, no later than thirty (30) calendar days from the date the expense was incurred. Expenses submitted more than thirty (30) calendar days after being incurred may be denied for reimbursement, at the City's discretion.

Employees are expected to submit original receipts or other supporting documentation for all business expenses incurred on behalf of the City in accordance with this policy. However, if a receipt or other supporting documentation is missing, lost or nonexistent, employees should contact their department head/supervisor to discuss whether reimbursement may still be available.

Reimbursement. There are limits on the types and amounts of expenses that will be reimbursed, as follows:

1. the City will not reimburse employees for any of the following types of expenses: alcohol, stretch limousines, traffic tickets incurred while traveling on business and parking tickets incurred while traveling on business.
2. the City will not reimburse employees for any single expense of more than \$100.00. The City also will not reimburse employees for expenses that attempt to evade this maximum amount, for example, where employees artificially split a single expense into two (2) transactions so that both are under the limit.
3. the City will not reimburse employees for any expenses that are not required or that primarily benefit employees, rather than the City. This includes, but is not limited to, expenses employees incur by purchasing smartphones or other electronic devices that the employees own, voice or data plans on such devices, Internet service at employees' residence, other home-office equipment or furniture, and like expenses. Even if items or services such as these are used for business purposes at times, employees are generally not required to purchase them to perform their job duties, and they are primarily for the employee's benefit rather than for the City's. Accordingly, expenses for items or services of this nature will not be reimbursed by the City.
4. any other expenses that, in the City's discretion, are unreasonable, extravagant, or not business-related, will not be reimbursed by the City.

Expenses that violate any of the guidelines above will not be reimbursed unless the employee received approval from their department head/supervisor, in writing, prior to incurring the expense. The City assumes no responsibility to reimburse employees for expenses that are not in compliance with this policy.

3-18 Separation Payments

Employee Debt. An employee who owes any money to the City at the time of their separation will have their final pay applied against the debt and be given a receipt for the money credited. The amount deducted from the employee's final pay will not exceed fifteen percent (15%) of their net pay, and the City will provide the employee with an opportunity to dispute the debt prior to deduction. Partial settlement of a debt by application of final pay will not release an employee from any balance remaining due, and the City will take appropriate action, up to and including legal action, if necessary to recover the remaining balance of this debt.

Severance Pay. A full-time employee, who is dismissed or not reappointed, may be given two- (2-) weeks' severance pay. In the event of unusual circumstances, the Mayor may authorize, with Council approval, up to one (1) month severance pay.

Salary Continuation for Non-Reappointed Officials. If a Director or City Administrator ("appointed official"), is not reappointed, or the position is eliminated or is removed from the position other than for a conviction of a disqualifying crime, then the appointed official will receive one (1) month of Salary Continuation Benefit (salary and benefits including health, life, vision and dental coverage) for an employment term of less than thirty-six (36) months of employment for the City of Fairview Heights; and the Appointed Official will receive two (2) months of Salary Continuation Benefit (salary and benefits including health, life, vision and dental coverage) for an employment term of more than thirty-six (36) months for the City of Fairview Heights. Contemporaneously with the delivery of the severance pay, the Appointed Official/Employee will execute and deliver a release to the City of all claims that Appointed Official/Employee may have against the City up to and including the date of separation from the City of Fairview Heights. The entitlement to Salary Continuation benefit is conditioned upon Appointed Official's execution of the release.

Employee Death. In case of death of an employee, their estate will be paid for accrued vacation, compensatory time and regular pay then accrued.

SECTION 4 - BENEFITS

4-1 Benefits Overview

In addition to good working conditions and competitive pay, it is the City of Fairview Heights policy to provide a combination of supplemental benefits to all eligible employees. In keeping with this goal, each benefit program has been carefully devised. These benefits include time-off benefits, such as vacations and holidays, and insurance and other plan benefits. We are constantly studying and evaluating our benefits programs and policies to better meet present and future requirements. These policies have been developed over the years and continue to be refined to keep up with changing times and needs.

The next few pages contain a brief outline of the benefits programs Fairview Heights provides employees and their families. Of course, the information presented here is intended to serve only as guidelines.

The descriptions of the insurance and other plan benefits merely highlight certain aspects of the applicable plans for general information only. The details of those plans are spelled out in the official plan documents that are available for review upon request from Human Resources. Additionally, the provisions of the plans, including eligibility and benefits provisions, are summarized in the summary plan descriptions ("SPDs") for the plans (which may be revised from time to time). In the determination of benefits and all other matters under each plan, the terms of the official plan documents will govern over the language of any descriptions of the plans, including the SPDs and this handbook.

Further, the City of Fairview Heights (including the officers and administrators who are responsible for administering the plans) retains full discretionary authority to interpret the terms of the plans, as well as full discretionary authority with regard to administrative matters arising in connection with the plans and all issues concerning benefit terms, eligibility and entitlement.

Although the City intends to maintain these employee benefits, it reserves the absolute right to modify, amend or terminate these benefits at any time and for any reason.

If employees have any questions regarding benefits, they should contact Human Resources.

4-2 Credited Continuous Service

Employee benefits under many of the City plans are based on length of time the employee had been employed as a regular full-time employee. An employee's service begins on the date the employee is hired. During each successive calendar month in which the employee has earnings, the employee is credited with one (1) month of service, and the total of such service is defined as credited continuous service.

Twelve (12) months of continuous service constitute one (1) year of credited continuous service. The following does not affect the employee's continuity of service:

1. Absence because of an injury, covered under workers' compensation.
2. Authorized leave of absence.
3. Approved leave, as defined in the handbook (such as vacation, bereavement, etc.).

If an employee is separated from employment with the City, either voluntarily or involuntarily, the employee's service is broken. However, if an employee is laid off and subsequently reemployed within twelve (12) months following the separation, the employee's past service will be reinstated; but the time the previously laid off employee was absent from work on the layoff will not be added to the employee's length of service.

4-3 Paid Holidays

Full-time employees will be paid for the following holidays:

New Year's Day	Martin Luther King Day	President's Day
Good Friday	Memorial Day	Juneteenth
Independence Day	Labor Day	Veteran's Day
Thanksgiving Day	Thanksgiving Friday	Christmas Day

Except for employees regularly scheduled to work on a shift basis, if a holiday falls on Sunday, it will be observed on the following Monday; if it falls on Saturday, it will be observed on the preceding Friday.

In observance of each authorized holiday, full-time employees will normally be granted the day off from work. Full-time employees will receive straight time pay for each holiday. Part-time hourly employees, and short-term employees are not eligible for holiday compensation.

Full-time employees who are required to perform work or to render services on one of the holidays listed above will be compensated at one and one half (1.5) times their regular rate of pay for all time worked on the holiday.

To receive holiday pay an employee must work their full scheduled workday on the day immediately preceding the holiday and the full scheduled workday on the day immediately following the holiday, unless they are absent from work on approved leave.

If a holiday falls within an eligible employee's approved vacation period, the eligible employee will be paid for the holiday (at the regular straight-time rate) rather than be charged a vacation day.

Employees on approved leave of absence for any reason at the time of the holiday (including, but not limited to, unpaid personal leave of absence, workers' compensation leave, family medical leave) are not eligible for holiday pay.

4-4 Paid Vacations

The City of Fairview Heights appreciates how hard employees work and recognizes the importance of providing time for rest and relaxation. Fairview Heights fully encourages employees to get this rest by taking vacation time. Full-time employees are awarded paid vacation time as follows:

New Employees. Vacation for new employees is awarded as follows:

- After six (6) months of continuous service five (5) vacation days (40 hours)
- After one (1) year of continuous service five (5) vacation days (40 hours)

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This vacation time must be used at any time between the employee's vacation award date and December 31 after the employee's first anniversary date subject to the employee's right of carryover in accordance with the following eligibility guidelines.

Thereafter, calculations of vacation time will be based on a calendar year as follows:

Years of Continuous Service	Vacation Awarded on January 1
1 – 4 Years	10 Days (80 Hours)
5 – 11 Years	15 Days (120 Hours)
12 – 19 Years	20 Days (160 Hours)
20 Years	25 Days (200 Hours) *
* provided at least one (1) week of vacation is taken during the months of January, February, March, April, November, or December	

Employees hired **prior to May 1**, will receive paid vacation to be used in the calendar year, and employees **hired on or after May 1**, will receive paid vacation to be used in the following calendar year, both subject to the employee's right of carryover.

Directors will receive two (2) weeks of vacation upon completion of one (1) year of service. Thereafter they will receive four (4) weeks of vacation after completion of two (2) years of service and each January 1 thereafter. Following twenty (20) years of service, they will receive five (5) weeks of vacation.

Vacation Carryover. Vacation leave must be taken during the year following its accumulation. However, an employee may carryover up to five (5) vacation days into the following year. Directors may request in writing to the Mayor and/or designee who will approve or disapprove a request to carry-over any amount of vacation into the following year.

Vacation Scheduling. Vacation requests are approved on a "first come, first serve" basis. The decision to approve or deny a vacation request is made by the department head/supervisor and based upon operational concerns and considerations. The department head/supervisor will coordinate vacation schedules with employees. If a scheduling conflict exists, the employee with the longest length of continuous service will have preference.

Use of Vacation Pay to Cover Other Leaves. Absence due to sickness, injury, or disability in excess of leave benefits may, at the request of the employee and within the discretion of the department head/supervisor be charged against the employee's accrued vacation leave. If the employee is out on leave under the Family and Medical Leave Act, they will be required to utilize all available paid leave at the beginning of the FMLA leave before continuing the FMLA leave on an unpaid basis.

Separation. When an employee's service with the City is terminated, they will be paid for the balance of unused accrued vacation leave remaining at the time of separation.

Regular Part-Time Employees. Regular part-time employees must have worked a minimum of seven hundred (700) hours annually before being eligible for prorated vacation leave (computed from anniversary date to anniversary date). Part-time employee vacation must be taken within twelve (12) months of the date it was accrued. In the event a part-time employee is hired full-time, vacation leave will be computed based on part-time hours worked before full-time employment began. This prorated

vacation leave will be paid out at the hourly rate that it was accrued. The employee's existing vacation balance must be used during the calendar year following their promotion to full-time.

4-5 Paid Sick Leave

The City provides paid sick leave benefits to all regular full-time employees for periods of temporary absence due to illnesses or injuries.

Eligible full-time employees will accrue sick leave benefits at the rate of ten (10) hours for each completed month of service beginning with the first month of service. Employees will accumulate sick leave benefits while off work on paid leave as well as while on unpaid leaves of absence of ten (10) days or less in one (1) calendar year.

Employees can request use of paid sick leave after completing a waiting period of six (6) months from the date they become eligible to accrue sick leave benefits. Paid sick leave can be used in minimum increments of one-half (0.50) hour. An eligible employee may use sick leave benefits for an absence due to their own illness, injury, or medical appointment, or due to an illness, injury or medical appointment of a child, parent, spouse, sibling, mother-in-law, father-in-law, grandchild, grandparent, or stepparent of the employee. Such use of sick leave benefit for eligible family members is limited to six (6) months of the employee's current rate of entitlement in a calendar year.

Employees who are unable to report to work due to illness or injury should notify their direct supervisor before the scheduled start of their workday if possible. The direct supervisor must also be contacted on each additional day of absence. If an employee is absent for three (3) or more consecutive days due to illness or injury, a physician's statement must be provided specifying the illness or injury's expected duration. Such verification may be requested for other sick leave absences as well and may be required as a condition to receiving sick leave benefits and must be provided at the employee's expense. Before returning to work from a sick leave absence of three (3) calendar days or more, an employee may be required to provide a physician's verification that they may safely return to work with any limitations clearly noted.

As an additional condition of eligibility for sick leave benefits, an employee on an extended absence must apply for any other available compensation and benefits, such as workers' compensation. Sick leave benefits will be used to supplement any payments that an employee is eligible to receive from state disability insurance, workers' compensation or City-provided disability insurance programs. The combination of any such disability payments and sick leave benefits cannot exceed the employee's normal weekly earnings.

Unused sick leave benefits will be allowed to accumulate until the employee has accrued a total of 180 calendar days (or 1,440 hours) worth of sick leave benefits. If the employee's benefits reach this maximum, further accrual of sick leave benefits can only accrue for the purposes of IMRF service credit, otherwise will be suspended until the employee has reduced the balance below the limit.

Upon retirement with twenty (20) years of service or more, all Sworn Police personnel not eligible for (IMRF) benefits, will be reimbursed for accrued sick leave over one thousand (1,000) hours up to the top of one thousand four hundred forty (1,440) hours. The hours will be compensated at fifty percent (50%) of the final rate of pay. At the City's option, payment for reimbursement may be made in one (1) payment upon retirement, or in two (2) equal installments on July 1 and January 1 immediately following the date of retirement.

Donation of Accrued Sick Leave. Any regular full-time employee may voluntarily donate a portion of their earned and accumulated sick leave to another sick leave eligible employee, who has expended all of their own accrued and earned sick leave. For more information about this program, please see Human Resources.

4-6 Paid Parental Leave

The City of Fairview Heights provides partial wage replacement benefits to eligible employees who are on an approved leave of absence to bond with a new child through birth, adoption or foster care placement. Eligible employees may utilize the Paid Parental Leave benefit only one (1) time in any 12-month period. Where applicable, this policy will run concurrently with any City Short-term Disability Plan and any similar city, state, or federal leave entitlements.

Eligible Employees. To be eligible to receive benefits under this policy, employees must meet all of the following criteria:

1. be absent from work due to an approved leave of absence for the purpose of bonding with a new child during the first year after birth of the child or placement of the child under the age of 18, or under the age of 23 if the child is mentally or physically disabled, with the employee through foster care or adoption;
2. completed within twelve (12) months of the birth or placement of the child; however, employees may use parental leave before the placement of an adopted or foster child to consult with attorneys, appear in court, attend counseling sessions, etc.;
3. have worked at least six (6) months for the City before beginning any parental leave; and,
4. comply with the procedures for requesting Paid Parental Leave benefits described below.

Parental Leave Benefit. The weekly Parental Leave Benefit is calculated based on the employee's wages. Unless otherwise provided by law, the employee's weekly benefit will be based on the employee's average weekly pay for the previous six (6) months excluding any bonus or commission pay. All eligible employees can receive up to two (2) weeks of paid parental leave benefits.

Employees who have physical limitations from pregnancy, childbirth, or a related medical condition will be granted an additional four (4) weeks for a maximum total of six (6) weeks.

Procedure for Receiving Paid Parental Leave Benefits. To receive paid Parental Leave benefits, employees must send a written request to Human Resources stating the need for Paid Parental Leave with at least four (4) weeks' notice.

Employees may be required to reimburse the City of Fairview Heights for any paid parental leave benefits provided under this policy if they do not return to work from a leave of absence during for which they received the benefits.

Coordination with Other Policies. Paid parental leave taken under this policy will run concurrently with any similar city, state, or federal leave requirements.

When short-term disability is available for the birth of a child, paid parental leave will be the difference between the employee's weekly rate and the amount of the short-term disability payment until such time as the short-term disability coverage ceases. Then paid parental leave will be paid at one-hundred

percent (100%) of the employee's weekly rate for the balance of the remaining eligible weeks of paid leave.

When short-term disability is not available (or applicable) for the birth of a child, full-time employees will receive paid parental leave based on their straight time rate according to their regular schedule. Exempt employees will be paid their weekly salary. Part-time employees will receive paid parental leave at their straight-time rate based on the average number of hours worked per week over the six-(6-) month period prior to the beginning of the leave.

After the paid parental leave (and any short-term disability leave for employees giving birth) is exhausted, an employee's accrued and earned PTO must be used if the employee desires to extend the leave. Upon exhaustion of accrued paid time off benefits, any remaining leave will be unpaid leave.

If a City holiday occurs while the employee is on paid parental leave, it will be paid as holiday pay; however, it will not extend the total paid parental leave entitlement.

Upon termination of the individual's employment at the City, they will not be paid for any unused paid parental leave for which they were eligible.

Further Information. As is the case with all Fairview Heights policies, the City reserves the right to interpret this policy, or to modify it as business needs dictate. The City may request evidence of eligibility at its discretion.

Employees with questions regarding this benefit can contact Human Resources.

4-7 Paid Bereavement Leave

The death of a family member is a time when employees wish to be with their families. If the employee is full-time and loses an immediate relative, the employee will be allowed paid time off of up to five (5) workdays (or 40 hours) to assist in attending to obligations and commitments within 2 weeks of losing the immediate family member. For the purposes of this policy, an immediate relative includes a spouse, domestic/civil union partner, child, parent, or any other relation required by applicable law.

If the employee is full-time and loses a close relative, the employee will be allowed paid time off of up to three (3) workdays (or 24 hours) to assist in attending to obligations and commitments within 2 weeks of losing a close relative. For the purposes of this policy, a close relative includes a stepparent, sibling, stepsibling, parents-in-law, sibling-in-law, grandparents, grandparents-in-law, grandchild or step-grandchild.

If the employee requires additional time off due to the death of any family member or if the employee requires time off due to the death of a family member that does not qualify for bereavement leave, they may request use of Sick Leave in accordance with this policy (not to exceed three (3) additional days).

Employees must inform their department head/supervisor prior to beginning bereavement leave. In administering this policy, the City of Fairview Heights may require verification of death.

4-8 Group Insurance Programs

Full-time employees may participate in the City of Fairview Heights group insurance programs. Under these plans, eligible employees will receive comprehensive health and other insurance coverage for themselves and their families, as well as other benefits. Premium costs not covered by the City will be handled through employee payroll deductions.

Upon becoming eligible to participate in these plans, employees will receive summary plan descriptions (SPDs) describing the benefits in greater detail. Please refer to the SPDs for detailed plan information.

Continuation of Benefits. Upon leaving employment with the City, for any reason, coverage ends at the end of the month the employee is terminated. However, eligible employees may be able to continue insurance under the Illinois Continuation (mini-COBRA) Law for a period of up to twelve (12) months at their own expense if the employee was covered under the plan for a minimum of three (3) months. If employees choose to decline continued insurance coverage, their policy terminates on the last day of the month in which the employee ends employment with the City.

Please contact Human Resources with any further questions.

4-9 Retirement Fund

Employees who are under the age of sixty (60) and are hired for positions normally requiring 1,000 or more hours per year are required to participate in the Illinois Municipal Retirement Fund. The Illinois Municipal Retirement Fund is created by Illinois Law under Article 7 of the Illinois Pension Code (Illinois Compiled Statutes, 40 ILCS 5/1- 101). Payroll deductions for retirement and Social Security are made in accordance with the provisions of this act.

Upon becoming eligible to participate in this fund, employees will receive an SPD describing the plan in greater detail. Please refer to the SPD for detailed plan information. Of course, feel free to speak to Human Resources or Finance Department if there are any further questions.

4-10 Workers' Compensation

On-the-job injuries are covered by the City of Fairview Heights Workers' Compensation Insurance Policy that is provided at no cost to employees. If employees are injured on the job, no matter how slightly, they should report the incident immediately to their department head/supervisor. Failure to follow City procedures may affect the ability of employees to receive Workers Compensation benefits.

This is solely a monetary benefit and not a leave of absence entitlement. Employees who need to miss work due to a workplace injury must also request a formal leave of absence. See the Leave of Absence sections of this handbook for more information.

4-11 Jury Duty and Witness Service Leave

The City of Fairview Heights realizes that it is the obligation of all U.S. citizens to serve on a jury or as a witness in a judicial proceeding when summoned or called to do so. All employees will be allowed time off to perform such civic service as required by law. Employees are expected, however, to provide

proper notice of any request to perform jury duty or witness service as noted below and provide verification of their service, including fees received for jury duty service.

Employees also are expected to keep management informed of the expected length of jury duty or witness service and to report to work for the major portion of the day if excused by the court. If the required absence presents a serious conflict for management, employees may be asked to try to postpone jury duty.

The City is not obligated to compensate employees for time taken off for jury duty. However, employees will be paid their full salary less jury duty fees for any week in which they performed work for the City and missed work due to jury service. Employees will not be compensated for time away from work to participate in their own court case, but may use available vacation time to cover the period of absence.

Employees attending judicial proceedings in response to a subpoena will not be disciplined for their absence.

Employees summoned for jury duty must deliver a copy of the summons to the City within ten (10) days of the date of issuance of the summons to the employee.

4-12 Voting Leave

In the event employees do not have sufficient time outside of working hours to vote in a statewide election, the employee may take off enough working time to vote without fear of retribution. This time should be taken at the beginning or end of the regular work schedule. Where possible, supervisors should be notified at least two (2) days prior to the voting day.

Employees who are eligible to vote in an election may request up to two (2) hours with pay to vote while polls are open. Employees must notify the City of their intention to vote at least one (1) week prior to Election Day.

4-13 Educational Assistance Program

The City of Fairview Heights provides tuition reimbursement and payroll incentives to employees who further their education.

Tuition Reimbursement. The City will reimburse full-time employees for fees and tuition expenses incurred while attending College up to a total of Twenty Thousand Dollars (\$20,000) throughout the employee's tenure as a full-time employee with the City of Fairview Heights.

To be eligible for such reimbursement, employees must be enrolled in an accredited Bachelor or Associates Program, in a field directly related to the work performed for the City. All required and elective subjects will be eligible for reimbursement, provided a grade "C" or better is attained. Reimbursement will be made for credit and non-credit undergraduate courses, with the approval of the department head/supervisor, if directly job related to employee's work in the City. Employees choosing to attend a private college or university will receive reimbursement in an amount not to exceed the per hour tuition rate at Southern Illinois University, Edwardsville.

The City reserves the right to demand from the employee repayment for fees and tuition expenses paid by the City for previous twelve (12) months if the employee voluntarily resigns their employment with the City within one (1) year after reimbursement.

Payroll Incentives. Full-time, non-exempt employees will be awarded:

- A. A five percent (5%) payroll increase, above base pay, for successfully completing one of the following:
 - 1. An Associate Degree in the field directly related or connected to the job currently being performed in the City.
 - 2. Police Officers must successfully complete one (1) of the following:
 - a. An Associate Degree in Arts or General Studies in Law Enforcement
 - b. Police Science or Police Administration with a minimum grade average of "C" in sixty (60) semester hours or equivalent work
 - c. An Associate Degree in Arts or in General Studies in any field but with a minimum of twelve (12) semester hours in Law Enforcement subjects with a minimum grade of "C."
- B. A ten percent (10%) payroll increase, above base pay, for successfully completing one of the following:
 - 1. A Bachelor Degree in any field with at least twelve (12) hours in a field directly connected or related to the job currently being performed in the City.
 - 2. Police Officers must successfully complete one of the following:
 - a. A Degree of Bachelor of Arts, Science, Laws or in any other area of study with a minimum of twelve (12) semester hours in Law Enforcement with a minimum grade of "C."

In no instance will education advancement exceed ten percent (10%). An employee receiving five percent (5%) for an Associate's Degree, will, upon receipt of a Bachelor's Degree be entitled to only an additional five percent (5%). When the employee is awarded the education increase, it does not affect the current grade or step of the employee.

4-14 Safety Incentive Program

To encourage a safer workplace, all management level, regular full-time, and regular part-time City employees, building inspector, electrical inspector, plumbing inspector, and property maintenance inspector, with one (1) year of continuous service in an eligible position listed, who record no loss-time accidents between January 1 and December 31, will be entitled to a \$50.00 safety incentive gift card. Seasonal and emergency employees are not eligible for the safety incentive program.

The gift card will be awarded to the eligible employee in January of the following year.

The definition of loss-time accident is an injury that leaves an employee unable to report to work and perform their duties. An injury that requires medical care and enables the employee to return to work will not be considered a loss-time accident.

SECTION 5 - LEAVES OF ABSENCE

5-1 Unpaid Personal Leave

If employees who have been employed for at least one (1) year and are in good standing are ineligible for any other City leave of absence, the City of Fairview Heights, under certain circumstances, may grant a personal leave of absence without pay. A written request for a personal leave should be presented to management at least two (2) weeks before the anticipated start of the leave. If the leave is requested for medical reasons and employees are not eligible for leave under the federal Family and Medical Leave Act (FMLA) or any state leave law, medical certification also must be submitted. The request will be considered on the basis of staffing requirements and the reasons for the requested leave, as well as performance and attendance records.

A leave of absence will be granted for a period of up to six (6) months. During the leave, employees will not earn vacation, personal days, or sick days. Fairview Heights will continue health insurance coverage during the leave if employees submit their share of the monthly premium payments to the City in a timely manner, subject to the terms of the plan documents.

When the employees anticipate returning to work, they should notify management of the expected return date. This notification should be made at least one (1) week before the end of the leave.

Upon completion of the personal leave of absence, the City will attempt to return employees to their original job or a similar position, subject to prevailing business considerations. Reinstatement, however, is not guaranteed.

Failure to advise management of availability to return to work, failure to return to work when notified or a continued absence from work beyond the time approved by the City will be considered a voluntary resignation of employment.

Personal leave runs concurrently with any City-provided Short-Term Disability Leave of Absence.

5-2 Child Extended Bereavement Leave

A full-time employee who has been employed for at least two (2) weeks is entitled to use a maximum of six (6) weeks of unpaid leave if the employee experiences the loss of a child by suicide or homicide.

"Child" includes the employee's biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing *in loco parentis*.

Child extended bereavement leave may be taken in a single continuous period or intermittently in increments of no less than four (4) hours, but leave must be completed within one (1) year after the employee notifies the City of the loss.

The City may require reasonable advance notice of the employee's intention to take leave, unless providing such notice is not reasonable and practicable. The City also may require reasonable documentation. Documentation may include a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society,

crematorium, religious institution, or government agency. The City may require that the documentation include the cause of death.

Employees may elect to substitute any available paid time off while taking unpaid leave provided under the Child Extended Bereavement Leave Act, but this substitution does not extend the length of the leave.

The Child Extended Bereavement Leave Act does not extend the maximum period of leave to which employees are entitled under the federal Family and Medical Leave Act or under any other paid or unpaid leave provided under federal, state, or local law, a collective bargaining agreement, or an employment benefits program or plan.

Employees who take child extended bereavement leave will, on return from such leave, be restored to the position of employment held by the employee when the leave commenced or an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. The taking of leave will not result in the loss of any employment benefit accrued prior to the date on which the leave commenced.

Employees who use leave under the Child Extended Bereavement Leave Act because of the death of a child may not take leave under the Family Bereavement Leave Act because of the death of the same child.

Employees will not be subject to adverse action for exercising rights or attempting to exercise rights under this policy, opposing practices that they believe to be in violation of this policy, or supporting the exercise of rights of another under this policy. If employees have questions about this policy, they should contact Human Resources.

5-3 Family Bereavement Leave

An employee who is eligible for leave under the federal Family and Medical Leave Act (FMLA) may take up to two (2) weeks (10 workdays) of unpaid bereavement leave for any or all of the following purposes:

1. To attend the funeral or alternative to a funeral of the employee's family member;
2. To make arrangements necessitated by the death of the employee's family member;
3. To grieve the death of the employee's family member; or
4. To be absent from work due to:
 - a. A miscarriage,
 - b. An unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure,
 - c. A failed adoption match or an adoption that is not finalized because it is contested by another party,
 - d. A failed surrogacy agreement,
 - e. A diagnosis that negatively impacts pregnancy or fertility, or
 - f. A stillbirth.

For purposes of this policy, "family member" means an employee's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent. "Child"

includes an employee's biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing *in loco parentis*.

Leave under this policy is available only to employees who have not exhausted their FMLA leave entitlement at the time bereavement leave is requested. In the event of the death of more than one (1) covered family member in a 12-month period, an employee may take up to a total of six (6) weeks of bereavement leave during the 12-month period.

An employee who uses leave under the Child Extended Bereavement Leave Act because of the death of a child may not take leave under the Family Bereavement Leave Act because of the death of the same child.

Bereavement leave must be completed within sixty (60) days of the date on which the employee received notice of the death of the employee's family member or the occurrence of an event listed in reason number four (4) above.

An employee requesting leave under this policy generally must provide the City with at least forty-eight (48) hours' advance notice of the intention to take bereavement leave, unless providing such notice is not reasonable and practicable under the circumstances.

Employees may substitute available paid time off while taking unpaid leave under this policy, but this substitution does not extend the length of the leave.

The City may require reasonable documentation in connection with leave taken under this policy. Documentation may include a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency. For leave resulting from an event listed under reason four (4) above, reasonable documentation will include a form, to be provided by the Illinois Department of Labor, to be filled out by a health care practitioner who has treated the employee or the employee's spouse or domestic partner, or surrogate, for an event listed under reason four (4), or documentation from the adoption or surrogacy organization that the employee worked with related to an event listed under reason four (4), certifying that the employee or employee's spouse or domestic partner has experienced an event listed under reason four (4). The City will not require that the employee identify which category of event the leave pertains to as a condition of exercising rights under this policy.

Employees will not be subject to adverse action for exercising rights or attempting to exercise rights under this policy, opposing practices that they believe to be in violation of this policy, or supporting the exercise of rights of another under this policy.

5-4 Military Leave

If employees are called into active military service or enlist in the uniformed services, they will be eligible to receive an unpaid military leave of absence. To be eligible for military leave, employees must provide management with advance notice of service obligations unless they are prevented from providing such notice by military necessity or it is otherwise impossible or unreasonable to provide such notice. Provided the absence does not exceed applicable statutory limitations, employees will retain reemployment rights and accrue seniority and benefits in accordance with applicable federal and state laws. Employees should ask management for further information about eligibility for Military Leave.

If employees are required to attend yearly Reserves or National Guard duty, they can apply for an unpaid temporary military leave of absence not to exceed the number of days allowed by law (including travel). They should give management as much advance notice of their need for military leave as possible so that the City of Fairview Heights can maintain proper coverage while employees are away.

5-5 Family Military Leave

The City of Fairview Heights will grant eligible employees up to thirty (30) days of unpaid family military leave if their spouse or child is called to military service with the State or the United States for more than thirty (30) days. Family military leave must be taken during the time federal or state deployment orders are in effect.

To be eligible, the employee must have been employed for at least twelve (12) months and have worked at least 1,250 hours during the 12-month period immediately preceding the request for family military leave. Employees may take family military leave only if they have exhausted all accrued vacation, personal, compensatory and other leave, except sick and disability leave.

The request for leave must be made at least fourteen (14) days in advance if the leave will consist of five (5) or more consecutive work days. If the leave will consist of less than five (5) days, the request must be made with as much advance notice as is practicable.

Employees that take family military leave may elect to continue benefits at their own expense during the leave.

Employees that take family military leave will be reinstated to the position they held before commencing leave, or to a position with equivalent seniority, status, employee benefits, pay and other terms and conditions of employment.

Employees must provide certification from the proper military authority to verify their eligibility for the family military leave requested.

5-6 Family and Medical Leave

Employees may be entitled to a leave of absence under the Family and Medical Leave Act (FMLA). This policy provides employees information concerning FMLA entitlements and obligations employees may have during such leaves. If employees have any questions concerning FMLA leave, they should contact Human Resources.

I. Eligibility

FMLA leave is available to "eligible employees." To be an "eligible employee," the employee must: 1) have been employed by the City for at least twelve (12) months (which need not be consecutive); 2) have been employed by the City for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave; and 3) be employed at a worksite where fifty (50) or more employees are located within seventy-five (75) miles of the worksite.

II. Entitlements

As described below, the FMLA provides eligible employees with a right to leave, health insurance benefits and, with some limited exceptions, job restoration.

A. Basic FMLA Leave Entitlement

The FMLA provides eligible employees up to twelve (12) workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The 12-month period is determined based on a rolling 12-month period measured backward from the date the employee uses their family and medical leave. Leave may be taken for any one (1), or for a combination, of the following reasons:

- To care for the employee's child after birth or placement for adoption or foster care;
- To care for the employee's spouse, son, daughter or parent (but not in-law) who has a **serious health condition**;
- For the employee's own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the employee unable to perform one (1) or more of the essential functions of the employee's job; and/or
- Because of any **qualifying exigency** arising out of the fact that the employee's spouse, son, daughter or parent is a military member on covered active duty or called to covered active-duty status (or has been notified of an impending call or order to covered active duty) in the Reserves component of the Armed Forces for deployment to a foreign country in support of contingency operation or Regular Armed Forces for deployment to a foreign country.

A **serious health condition** is an illness, injury, impairment or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents employees from performing the functions of their job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two (2) visits to a health care provider or one (1) visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for the parents of the military member on covered active duty and attending post-deployment reintegration briefings.

B. Additional Military Family Leave Entitlement (Injured Servicemember Leave)

In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a **covered servicemember** is entitled to take up to 26 weeks of leave during a single 12-month period to care for the servicemember with a serious injury or illness. Leave to care for a servicemember will be available only during a single-12-month period and, when combined with other FMLA-qualifying leave, may not exceed twenty-six (26) weeks during the single 12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured servicemember.

A "**covered servicemember**" is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status or is on the temporary retired list, for a serious injury or illness. These

individuals are referred to in this policy as "current members of the Armed Forces." **Covered servicemembers** also include a veteran who is discharged or released from military services under condition other than dishonorable at any time during the five (5) years preceding the date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness. These individuals are referred to in this policy as "covered veterans."

The FMLA definitions of a "serious injury or illness" for current Armed Forces members and covered veterans are distinct from the FMLA definition of "serious health condition" applicable to FMLA leave to care for a covered family member.

C. Intermittent Leave and Reduced Leave Schedules

FMLA leave usually will be taken for a period of consecutive days, weeks, or months. However, employees also are entitled to take FMLA leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member or the serious injury or illness of a covered servicemember. Qualifying exigency leave also may be taken on an intermittent basis.

D. No Work While on Leave

The taking of another job while on family/medical leave or any other authorized leave of absence is grounds for immediate discharge, to the extent permitted by law.

E. Protection of Group Health Insurance Benefits

During FMLA leave, eligible employees are entitled to receive group health plan coverage on the same terms and conditions as if they had continued to work.

F. Restoration of Employment and Benefits

At the end of FMLA leave, subject to some exceptions including situations where job restoration of "key employees" will cause the City substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms. The City will notify employees if they qualify as "key employees," if it intends to deny reinstatement, and of their rights in such instances. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA leave.

G. Notice of Eligibility for, and Designation of, FMLA Leave

Employees requesting FMLA leave are entitled to receive written notice from the City telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, employees are entitled to receive written notice of: 1) their rights and responsibilities in connection with such leave; 2) City's designation of leave as FMLA-qualifying or non-qualifying, and if not FMLA-qualifying, the reasons why; and 3) the amount of leave, if known, that will be counted against the employee's leave entitlement.

The City may retroactively designate leave as FMLA leave with appropriate written notice to employees provided the City's failure to designate leave as FMLA-qualifying at an earlier date did not cause harm

or injury to the employee. In all cases where leaves qualify for FMLA protection, the City and employee can mutually agree that leave be retroactively designated as FMLA leave.

III. Employee FMLA Leave Obligations

A. Provide Notice of the Need for Leave

Employees who take FMLA leave must timely notify the City of their need for FMLA leave. The following describes the content and timing of such employee notices.

1. Content of Employee Notice

To trigger FMLA leave protections, employees must inform department head/supervisor of the need for FMLA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA leave specifically, or explaining the reasons for leave so as to allow the City to determine that the leave is FMLA-qualifying. For example, employees might explain that:

- a medical condition renders them unable to perform the functions of their job;
- they are pregnant or have been hospitalized overnight;
- they or a covered family member are under the continuing care of a health care provider;
- the leave is due to a qualifying exigency caused by a military member being on covered active duty or called to covered active-duty status to a foreign country; or
- if the leave is for a family member, that the condition renders the family member unable to perform daily activities or that the family member is a covered servicemember with a serious injury or illness.

Calling in "sick," without providing the reasons for the needed leave, will not be considered sufficient notice for FMLA leave under this policy. Employees must respond to the City's questions to determine if absences are potentially FMLA-qualifying.

If employees fail to explain the reasons for FMLA leave, the leave may be denied. When employees seek leave due to FMLA-qualifying reasons for which the City has previously provided FMLA-protected leave, they must specifically reference the qualifying reason for the leave or the need for FMLA leave.

2. Timing of Employee Notice

Employees must provide thirty (30) days' advance notice of the need to take FMLA leave when the need is foreseeable. When thirty (30) days' notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide the City notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Employees who fail to give thirty (30) days' notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA notice obligations, may have FMLA leave delayed or denied.

B. Cooperate in the Scheduling of Planned Medical Treatment (Including Accepting Transfers to Alternative Positions) and Intermittent Leave or Reduced Leave Schedules

When planning medical treatment, employees must consult with the City and make a reasonable effort to schedule treatment so as not to unduly disrupt the City's operations, subject to the approval of the

employee's health care provider. Employees must consult with the City prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both the City and the employees, subject to the approval of the employee's health care provider. If employees providing notice of the need to take FMLA leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, the City may require employees to attempt to make such arrangements, subject to the approval of the employee's health care provider.

When employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including during a period of recovery from a serious health condition or to care for a covered servicemember, the City may temporarily transfer employees, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave.

When employees seek intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request, employees must advise the City of the reason why such leave is medically necessary. In such instances, the City and employee will attempt to work out a leave schedule that meets the employee's needs without unduly disrupting the City's operations, subject to the approval of the employee's health care provider.

C. Submit Medical Certifications Supporting Need for FMLA Leave (Unrelated to Requests for Military Family Leave)

Depending on the nature of FMLA leave sought, employees may be required to submit medical certifications supporting their need for FMLA-qualifying leave. As described below, there generally are three (3) types of FMLA medical certifications: an **initial certification**, a **recertification** and a **return to work/fitness for duty certification**.

It is the employee's responsibility to provide the City with timely, complete and sufficient medical certifications. Whenever the City requests employees to provide FMLA medical certifications, employees must provide the requested certifications within 15 calendar days after the City's request, unless it is not practicable to do so despite the employee's diligent, good faith efforts. The City will inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven (7) calendar days to cure deficiencies. The City will deny FMLA leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

With the employee's permission, the City (through individuals other than the employee's direct department head/supervisor) may contact the employee's health care provider to authenticate or clarify completed and sufficient medical certifications. If employees choose not to provide the City with authorization allowing it to clarify or authenticate certifications with health care providers, the City may deny FMLA leave if certifications are unclear.

Whenever the City deems it appropriate to do so, it may waive its right to receive timely, complete and/or sufficient FMLA medical certifications.

1. Initial Medical Certifications

Employees requesting leave because of their own, or a covered relation's, serious health condition, or to care for a covered servicemember, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If employees provide at least thirty (30) days' notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

If the City has reason to doubt initial medical certifications, it may require employees to obtain a second opinion at the City's expense. If the opinions of the initial and second health care providers differ, the City may, at its expense, require employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by the City and the employee.

2. Medical Recertifications

Depending on the circumstances and duration of FMLA leave, the City may require employees to provide recertification of medical conditions giving rise to the need for leave. The City will notify employees if recertification is required and will give employees at least fifteen (15) calendar days to provide medical recertification.

3. Return to Work/Fitness for Duty Medical Certifications

Unless notified that providing such certifications is not necessary, employees returning to work from FMLA leaves that were taken because of their own serious health conditions that made them unable to perform their jobs must provide the City with medical certification confirming they are able to return to work and the employees' ability to perform the essential functions of the employees' position, with or without reasonable accommodation. The City may delay and/or deny job restoration until employees provide return to work/fitness for duty certifications.

D. Submit Certifications Supporting Need for Military Family Leave

Upon request, the first time employees seek leave due to qualifying exigencies arising out of the covered active duty or call to covered active duty status of a military member, the City may require employees to provide: 1) a copy of the military member's active duty orders or other documentation issued by the military indicating the military member is on covered active duty or call to covered active duty status and the dates of the military member's covered active duty service; and 2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees must provide a copy of new active-duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different covered active duty or call to covered active-duty status of the same or a different military member.

When leave is taken to care for a covered servicemember with a serious injury or illness, the City may require employees to obtain certifications completed by an authorized health care provider of the covered servicemember. In addition, and in accordance with the FMLA regulations, the City may request that the certification submitted by employees set forth additional information provided by the employee and/or the covered servicemember confirming entitlement to such leave.

E. Substitute Paid Leave for Unpaid FMLA Leave

Employees must use any accrued paid time while taking unpaid FMLA leave.

The substitution of paid time for unpaid FMLA leave time does not extend the length of FMLA leave and the paid time will run concurrently with the employee's FMLA entitlement.

Leaves of absence taken in connection with a disability leave plan or workers' compensation injury/illness will run concurrently with any FMLA leave entitlement. Upon written request, the City will allow employees to use accrued paid time to supplement any paid disability benefits.

F. Pay Employee's Share of Health Insurance Premiums

During FMLA leave, employees are entitled to continued group health plan coverage under the same conditions as if they had continued to work. Unless the City notifies employees of other arrangements, whenever employees are receiving pay from the City during FMLA leave, the City will deduct the employee portion of the group health plan premium from the employee's paycheck in the same manner as if the employee was actively working.

If FMLA leave is unpaid, employees must pay their portion of the group health premium through a method determined by the City upon leave.

The City's obligation to maintain health care coverage ceases if the employee's premium payment is more than thirty (30) days late. If the employee's payment is more than fifteen (15) days late, the City will send a letter notifying the employees that coverage will be dropped on a specified date unless the co-payment is received before that date. If employees do not return to work within thirty (30) calendar days at the end of the leave period (unless employees cannot return to work because of a serious health condition or other circumstances beyond their control), they will be required to reimburse the City for the cost of the premiums the City paid for maintaining coverage during their unpaid FMLA leave.

IV. Questions and/or Complaints about FMLA Leave

If you have questions regarding this FMLA policy, please contact Human Resources. The City is committed to complying with the FMLA and, whenever necessary, will interpret and apply this policy in a manner consistent with the FMLA.

The FMLA makes it unlawful for employers to: 1) interfere with, restrain, or deny the exercise of any right provided under FMLA; or 2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If employees believe their FMLA rights have been violated, they should contact Human Resources immediately. The City will investigate any FMLA complaints and take prompt and appropriate remedial action to address and/or remedy any FMLA violation. Employees also may file FMLA complaints with the United States Department of Labor or may bring private lawsuits alleging FMLA violations.

V. Coordination of FMLA Leave with Other Leave Policies

The FMLA does not affect any federal, state, or local law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement that provides greater family or medical leave rights. For additional information concerning leave entitlements and obligations that might arise when FMLA leave is either not available or exhausted, please consult the City's other leave policies in this handbook or contact Human Resources.

5-7 Leave for Domestic, Sexual, Gender or Other Crimes of Violence

In accordance with the Illinois Victims' Economic Security and Safety Act (VESSA), employees who are the victims of domestic violence, sexual violence, gender violence, or any other crime of violence or who have family or household members who are the victims of domestic violence, sexual violence, gender violence, or any other crime of violence whose interests are not adverse to the employee as it relates to the domestic violence, sexual violence, gender violence, or any other crime of violence, may be eligible for up to twelve (12) weeks of unpaid leave within any 12-month period, except a employee may be eligible for up to a cumulative total of not more than two (2) weeks (10 work days) of unpaid leave for the purposes described in reasons F, G, or H below which must be completed within 60 days after the date on which the employee receives notice of the death of the victim.

If the employee is also entitled to take unpaid bereavement leave under the Family Bereavement Leave Act (FBLA) as a result of the death of the victim, VESSA does not create a right for the employee to take unpaid bereavement leave that exceeds, or is in addition to, the unpaid bereavement leave the employee is entitled to take under the FBLA. If the employee is also entitled to take unpaid bereavement leave under the FBLA as a result of the death of the victim, leave taken under VESSA for the purposes described in reasons F, G, or H in the list below or leave taken under the FBLA will be in addition to, and will not diminish, the total amount of leave time of up to twelve (12) weeks of unpaid leave within any 12-month period.

If the employee is not entitled to unpaid bereavement leave under the FBLA as a result of the death of the victim, leave taken for the purposes described in reasons F, G, or H in the list below will be deducted from, and is not in addition to, the total amount of leave time of up to twelve (12) weeks of unpaid leave within any 12-month period.

Leave under this policy also runs concurrently with Family and Medical Leave when the reason for the leave qualifies for Family and Medical Leave, such as for a serious health condition. In these situations, the leave does not extend any unpaid time available to the employee under Family and Medical Leave.

Employees may elect to substitute any or all annual or vacation leave, personal leave and sick leave during the otherwise unpaid leave. This substitution of paid leave does not extend the total allowed leave period but runs concurrently with it.

Reasons for Leave. Eligible employees may take leave under this policy so that they or a member of their family or household may take part in one or more of the following actions:

- A. Seek **medical attention** for or recover from physical or psychological injuries caused by domestic violence, sexual violence, gender violence, or any other crime of violence;
- B. Obtain services from a **victim's services** organization;
- C. Obtain **psychological or other counseling**;
- D. Participate in **safety planning**, including temporary or permanent relocation, or other actions to increase their physical safety or economic security;
- E. Seek **legal assistance** or remedies to ensure their health and safety, including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic violence, sexual violence, gender violence, or any other crime of violence;
- F. Attend the funeral or alternative to a funeral or wake of a family or household member who is killed in a crime of violence;

- G. Make arrangements necessitated by the death of a family or household member who is killed in a crime of violence; or
- H. Grieve the death of a family or household member who is killed in a crime of violence.

For purposes of this policy, "family or household member" means a spouse or party to a civil union, parent, grandparent, child, grandchild, sibling, or any other person related by blood or by present or prior marriage or civil union, other person who shares a relationship through a child, or any other individual whose close association with the employee is the equivalent of a family relationship as determined by the employee and persons jointly residing in the same household.

Notice of Need for Leave. Eligible employees must provide Human Resources with at least 48 hours advance notice of the need for leave, unless such notice is not practicable.

Certification of the Need for Leave. To request leave, the employee must supply Human Resources with a sworn statement from the employee that the employee or a family or household member is a victim of domestic violence, sexual violence, gender violence, or any other crime of violence and that leave is necessary for one of the reasons described above.

The employee seeking leave also must provide supporting documentation from one of the following sources if the employee has possession of such document:

- An employee, agent, or volunteer of a victim's services organization, an attorney, a member of the clergy, or a medical or other professional from which the employee or family or household member has sought assistance in addressing domestic violence, sexual violence, gender violence, or any other crime of violence and the effects of the violence;
- A police, court, or military record;
- A death certificate, published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency, documenting that a victim was killed in a crime of violence; or
- Other corroborating evidence.

Employee Benefits. During an approved leave, the City will maintain the employee's health benefits as if the employee continued to be actively employed.

If paid time off is substituted for unpaid leave, the City will deduct the employee's portion of the any applicable health plan premium as a regular payroll deduction.

If the employee's leave is unpaid, the employee must make arrangements with Human Resources prior to taking leave to pay their portion of any applicable health insurance premiums each month.

If the employee elects not to return to work at the end of the leave period, the employee will be required to reimburse the City for the cost of the health benefit premiums paid by the City for maintaining coverage during the unpaid leave period, unless the employee cannot return to work because of continuation, recurrence or onset of domestic violence, sexual violence, or gender violence or other circumstances beyond the employee's control.

Intermittent and Reduced Schedule Leave. Unpaid leave may be taken consecutively, intermittently (in separate blocks of time), or on a reduced leave schedule (reducing the usual number of hours the employee works per work week or work day).

Periodic Reports. During a leave, the employee must provide periodic reports (at least every 30 days) regarding the employee's status and any change in the employee's plans on returning to work.

Returning From Leave. Upon returning from leave, employees will be restored to the same or an equivalent position.

Enforcement and Retaliation. Employees will not be subject to discharge, harassment, or discrimination for exercising rights or attempting to exercise rights under this policy, opposing practices that they believe to be in violation of this policy, or supporting the exercise of rights of another under this policy.

If employees have any questions regarding this policy, they should contact Human Resources.

5-8 School Visitation Leave

Parents and guardians having custody of schoolchildren from kindergarten through Grade 12 are provided up to eight (8) hours per year of unpaid time off (not to exceed four (4) hours in any single day) to attend school conferences or classroom activities related to the child if the conference or classroom activities cannot be scheduled during nonwork hours.

The City of Fairview Heights may require proof that the employee attended school conferences or classroom activities related to the child. Employees must substitute available paid time off (other than sick or disability leave) during unpaid leave taken under this policy. However, employees will be given the opportunity to make up any lost work time.

Seven (7) days' written notice (except in emergency situations when twenty-four- (24-) hours' notice is sufficient) must be given to the department head/supervisor or manager before taking any time off for school children. Employees must consult with the City to schedule their leave so as not to unduly disrupt operations.

5-9 Voluntary Emergency Workers Leave

The City of Fairview Heights will not discharge employees who serve as volunteer emergency workers and are absent from or late to work due to their participation in an emergency situation. Employees will be permitted unpaid time off from work to perform emergency duty as a volunteer emergency work. Volunteer emergency workers include volunteer firefighters, emergency medical technicians, ambulance drivers or attendants, first responders, members of county municipal emergency services and disaster agencies, and auxiliary policemen or deputies. Employees must make a reasonable effort to notify the City that they may be absent from or late to work.

SECTION 6 - GENERAL STANDARDS OF CONDUCT

6-1 Workplace Conduct

The City of Fairview Heights endeavors to maintain a positive work environment. Each employee plays a role in fostering this environment. Accordingly, we all must abide by certain rules of conduct, based on honesty, common sense, and fair play.

Because everyone may not have the same idea about proper workplace conduct, it is helpful to adopt and enforce rules all can follow. Unacceptable conduct may subject the offender to disciplinary action, up to and including discharge, in the City's sole discretion. The following are examples of some, but not all, conduct which can be considered unacceptable:

1. Obtaining employment on the basis of false or misleading information.
2. Stealing, removing, or defacing City of Fairview Heights property or a co-worker's property, and/or disclosure of confidential information.
3. Completing another employee's time records.
4. Violation of safety rules and policies.
5. Violation of City of Fairview Heights Drug and Alcohol-Free Workplace Policy.
6. Fighting, threatening, or disrupting the work of others or other violations of City of Fairview Heights Workplace Violence Policy.
7. Failure to follow lawful instructions of a department head/supervisor.
8. Failure to perform assigned job duties.
9. Violation of the Punctuality and Attendance Policy, including but not limited to irregular attendance, habitual lateness, or unexcused absences.
10. Gambling on City property.
11. Willful or careless destruction or damage to City assets or to the equipment or possessions of another employee.
12. Wasting work materials.
13. Performing work of a personal nature during working time.
14. Violation of the Solicitation and Distribution Policy.
15. Violation of City of Fairview Heights Harassment or Equal Employment Opportunity Policies.
16. Violation of the Communication and Computer Systems Policy.
17. Unsatisfactory job performance.
18. Any other violation of City of Fairview Heights policy.

Obviously, not every type of misconduct can be listed. Note that all employees are employed at-will, and the City of Fairview Heights reserves the right to impose whatever discipline it chooses, or none at all, in a particular instance. The City will deal with each situation individually and nothing in this handbook should be construed as a promise of specific treatment in a given situation. However, Fairview Heights will endeavor to utilize progressive discipline but reserves the right in its sole discretion to terminate the employee at any time for any reason.

The observance of these rules will help to ensure that our workplace remains a safe and desirable place to work.

6-2 Progressive Discipline

Every employee has the duty and the responsibility to be aware of and abide by existing rules and policies and to comply with applicable federal, state, local or administrative law and/or regulations. Each employee has the responsibility to perform their duties to the best of their ability and to the standards as set forth in their job description or as otherwise established.

The City of Fairview Heights supports the use of progressive discipline to address issues such as poor work performance or misconduct. The progressive discipline policy is designed to provide a corrective action process to improve and prevent a recurrence of undesirable behavior and/or performance issues. Our progressive discipline policy has been designed consistent with our organizational values, human resources best practices and employment laws.

Outlined below are the steps of our progressive discipline policy and procedure. The City reserves the right to combine or skip steps in this process depending on the facts of each situation and the nature of the offense. The level of disciplinary intervention may also vary. Some of the factors that will be considered are whether the offense is repeated despite coaching, counseling and/or training; the employee's work record; and the impact the conduct and performance issues have on our organization. Conduct that is illegal or grievous at management discretion will result in immediate termination.

The following outlines the City's progressive discipline process:

- 1. Verbal Warning.** A department head/supervisor verbally counsels an employee about an issue of concern (usually a minor first offense), and a written record of the discussion is placed in the employee's personnel file.
- 2. Written Warning.** Written warnings are used for behavior or violations that a department head/supervisor considers serious or in situations when a verbal warning has not helped change unacceptable behavior. Written warnings are placed in the employee's personnel file. Employees should recognize the grave nature of the written warning.
- 3. Final Warning or Performance Improvement Plan.** Whenever an employee has been involved in a disciplinary situation that has not been readily resolved or when they have demonstrated an inability to perform assigned work responsibilities efficiently, the employee may be given a final warning or placed on a performance improvement plan (PIP). PIP status will last for a predetermined amount of time not to exceed ninety (90) days. Within this time period, the employee must demonstrate a willingness and ability to meet and maintain the conduct and/or work requirements as specified by the manager and the organization. On or before the end of the performance improvement period, the performance improvement plan may be closed or, if established goals are not met, dismissal may occur. Final warnings and Performance Improvement Plans are placed in the employee's personnel file.
- 4. Disciplinary Suspension without Pay.** If the City determines that an employee has committed a violation of policies or procedures, a standard of professional conduct, or safety practice, or engaged in other unacceptable behavior that, under normal circumstances, could warrant termination of employment, the City may choose to suspend the employee without pay for a period of time of based on the employee's violation and/or behavior. Documentation is placed in the employee's personnel file.

Engaging in any unlawful conduct on City property, while engaged in City business, or engaging in any unlawful conduct at any time that negatively impacts or negatively reflects on the City or which affects the employee's relationship to their job or coworkers. Employees who are charged with criminal conduct will be placed on a non-paid leave of absence pending the final resolution of the charge(s) and will retain their employment only if and when they are fully exonerated.

5. Termination.

Employees who are not otherwise subject to alternative remedies as stated in bargaining unit contracts may appeal any disciplinary action through the provisions of the Grievance Procedure as found elsewhere in this handbook.

6-3 Punctuality and Attendance

Employees are hired to perform important functions at the City of Fairview Heights. As with any group effort, operating effectively takes cooperation and commitment from everyone. Therefore, attendance and punctuality are very important. Unnecessary absences and lateness are expensive, disruptive and place an unfair burden on fellow employees and department heads/supervisors. We expect excellent attendance from all employees.

Excessive absenteeism or tardiness will result in disciplinary action up to and including discharge.

We do recognize, however, there are times when absences and tardiness cannot be avoided. In such cases, employees are expected to notify department heads/supervisors as early as possible, but no later than the start of the work day. Asking another employee, friend or relative to give this notice is improper and constitutes grounds for disciplinary action. Employees should call, stating the nature of the illness and its expected duration, for every day of absenteeism.

Unreported absences of three (3) consecutive work days generally will be considered a voluntary resignation of employment with the City.

6-4 Employee Dress and Personal Appearance

Employees are expected to report to work well-groomed, clean, and dressed according to the requirements of their position. Most employees are required to dress in "business casual" attire, Monday through Thursday. This means a style of clothing that blends traditional business wear with a more relaxed and comfortable approach while still maintaining a professional appearance. Jeans can be worn on Fridays.

The following is considered appropriate:

- Slacks or business dress pants, khakis, chinos, knee-length skirts, dark jeans without holes
- Button-down shirts, sweaters, blouses, henleys or polo shirts
- Knee-length or maxi dresses/skirts (no more than two (2) inches above the knee)
- Optional cardigans, blazers or sport coats (especially for the colder months)
- Dress shoes/sandals such as loafers, Oxfords, boots, pumps or flats
- Simple, professional accessories such as scarves, belts or jewelry

Some clothing is inappropriate, including:

- Distressed pants/jeans
- Hoodies, sweatpants, sweatshirts, or other fleece fabric clothing
- Spandex or Lycra (leggings, unless covered to mid-thigh with an over-blouse)
- Excessively wrinkled, too tight or revealing clothing
- Controversial images or language
- Flip-flops, thong sandals, sneakers and running shoes

Some employees may be required to wear uniforms or safety equipment/clothing. Employees should contact their department head/supervisor for specific information regarding acceptable attire for their position. If employees report to work dressed or groomed inappropriately, they may be prevented from working until they return to work well-groomed and wearing the proper attire.

6-5 Conflict of Interest and Business Ethics

It is the City of Fairview Heights policy that all employees avoid any conflict between their personal interests and those of the City. The purpose of this policy is to ensure that the City's honesty and integrity, and therefore its reputation, are not compromised. The fundamental principle guiding this policy is that no employee should have, or appear to have, personal interests or relationships that actually or potentially conflict with the best interests of the City. Furthermore, all City employees are expected to perform their duties within the laws of the State of Illinois.

It is not possible to give an exhaustive list of situations that might involve violations of this policy. However, the situations that would constitute a conflict in most cases include but are not limited to:

1. Holding an interest in or accepting free or discounted goods from any organization that does, or is seeking to do, business with the City, by any employee who is in a position to directly or indirectly influence either the City's decision to do business, or the terms upon which business would be done with such organization;
2. Holding any interest in an organization that competes with the City;
3. Being employed by (including as a consultant) or serving on the board of any organization which does, or is seeking to do, business with the City or which competes with the City; and/or
4. Profiting personally, e.g., through commissions, loans, expense reimbursements, or other payments, from any organization seeking to do business with the City.
5. Acceptance of any gift during any calendar year, in the form of service, loan, item, or promise from any person, firm, or organization having an accumulated total in excess of \$100.00, except where given for the use and benefit of the City, which may tend to influence a City employee in the proper discharge of official City duties to which any purchase order or contract might be awarded; acceptance of any food or refreshments in excess of \$75.00 per person in one setting. One-time seasonal gifts delivered unsolicited to the City Offices for mutual use by the City Staff are permissible.
6. Failure to impartially perform one's duties, enforce the law, or to provide service to the public.

A conflict of interest would also exist when a member of the employee's immediate family is involved in situations such as those above.

This policy is not intended to prohibit the acceptance of modest courtesies, openly given and accepted as part of the usual business amenities, for example, occasional business-related meals or promotional items of nominal or minor value.

It is the employee's responsibility to report any actual or potential conflict that may exist between the employee (and the employee's immediate family) and the City.

6-6 Confidential City Information

During the course of work, employees may become aware of confidential information about the City of Fairview Heights business, including but not limited to information regarding City finances, pricing, products, and new product development, software, and computer programs, marketing strategies, vendors, and customers and potential customers. Employees also may become aware of similar confidential information belonging to the City's clients. It is extremely important that all such information remain confidential, and particularly not be disclosed to the City's competitors. Any employee who improperly copies, removes (whether physically or electronically), uses, or discloses confidential information to anyone outside of the City may be subject to disciplinary action up to and including termination.

6-7 Use of Facilities, Equipment and Property

Equipment essential in accomplishing job duties is often expensive and may be difficult to replace. When using property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards and guidelines.

Employees should notify their department head/supervisor if any equipment, machines, or tools appear to be damaged, defective or in need of repair. Prompt reporting of loss, damages, defects and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. Department heads/supervisors can answer any questions about the employees' responsibility for maintenance and care of equipment used on the job.

Employees also are prohibited from any unauthorized use of the City's intellectual property, such as audio and video tapes, print materials and software.

Improper, careless, negligent, destructive, or unsafe use or operation of equipment can result in discipline, up to and including discharge.

Further, the City is not responsible for any damage to employees' personal belongings unless the employee's department head/supervisor provided advance approval for the employee to bring the personal property to work.

6-8 Personal and City-Provided Telephones

The City of Fairview Heights-provided telephones, fax machines and portable communication devices (PCDs), including cell phones and personal digital assistants, should be used primarily for business purposes. Employees have no reasonable expectation of privacy in regard to the use of such devices, and all use is subject to monitoring, to the maximum extent permitted by applicable law. This includes, as permitted, the right to monitor personal communications as necessary.

For the purpose of this section, employees means any regular part-time, regular full-time, emergency, seasonal or relief employees and elected officials of the City of Fairview Heights. Police Department employees are excluded from this policy and covered by Police Department policy.

Some employees may be authorized to use their own PCD for business purposes. These employees should work with Information Technology to configure their PCD for business use. Communications sent via a personal PCD also may subject to monitoring if sent through the City's networks, and the PCD must be provided for inspection and review upon request.

All conversations, text messages, and e-mails must be professional. When sending a text message or using a telephone for business purposes, whether it is a City-provided or personal device, employees must comply with applicable City guidelines, including policies on sexual harassment, discrimination, conduct, and confidentiality. Using a City-issued PCD to send or receive personal text messages is prohibited at all times and personal use during working hours should be limited to emergency situations.

If employees who use a personal PCD for business resign or are discharged, they may be required to submit the device to Information Technology for resetting on or before their last day of work. At that time, the IT department will reset and remove all information from the device, including but not limited to, City information and personal data (such as contacts, e-mails, and photographs). Information Technology will make efforts to provide employees with the personal data in another form (e.g., on a disk) to the extent practicable; however, the employee may lose some or all personal data saved on the device.

Employees may not use their personal PCD for business unless they agree to submit the device to Information Technology on or before their last day of work for resetting and removal of City information. This is the only way currently possible to ensure that all City information is removed from the device at the time of termination. The removal of City information is crucial to ensure compliance with the City's confidentiality and proprietary information policies and objectives.

Please note that whether employees use their personal PCD or a City-issued device, the City's electronic communications policies, including but not limited to, proper use of communications and computer systems, remain in effect.

6-9 Camera Phones/Recording Devices

Due to the potential for issues such as invasion of privacy, sexual harassment, and loss of productivity, as well as inappropriate disclosure of confidential information, the use of any type of phone or video recording device, including but not limited to smart devices (phone, watches, glasses), anywhere on City property or while performing work for the City, including to record conversations or activities of other employees or management, is strictly prohibited, unless the device was provided by the City and is used solely for legitimate authorized business purposes.

6-10 Use of Communications and Computer Systems

The City of Fairview Heights communication and computer systems are intended primarily for business purposes; however limited personal usage is permitted if it does not hinder performance of job duties, hinder the system's performance, involve the installation/download of software not purchased by the

City or violate any other City policy. This includes the voicemail, e-mail and Internet systems. Users have no legitimate expectation of privacy in regard to their use of the Fairview Heights systems.

Fairview Heights may access the voicemail and e-mail systems and obtain the communications within the systems, including past voicemail and e-mail messages, without notice to users of the system, in the ordinary course of business when the City deems it appropriate to do so. The reasons for which the City may obtain such access include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that City operations continue appropriately during the employee's absence.

Further, Fairview Heights may review Internet usage to ensure that such use with City property, or communications sent via the Internet with City property, are appropriate. The reasons for which the City may review employees' use of the Internet with City property include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that City operations continue appropriately during the employee's absence.

The City may store electronic communications for a period of time after the communication is created. From time to time, copies of communications may be deleted.

The City's policies prohibiting harassment, in their entirety, apply to the use of City's communication and computer systems. No one may use any communication or computer system in a manner that may be construed by others as harassing or offensive based on race, national origin, sex, sexual orientation, age, disability, religious beliefs or any other characteristic protected by federal, state or local law.

The City prohibits the use of the system in a way that disrupts its use by others. This includes excessive usage, sending or receiving many large files and "spamming" (sending e-mail messages to thousands of users unnecessarily).

Further, because the City's communication and computer systems are intended for business use, all employees, upon request, must inform management of any private access codes or passwords.

Unauthorized duplication of copyrighted computer software violates the law and is strictly prohibited.

No employee may access, or attempt to obtain access to, another employee's computer systems without appropriate authorization.

Violators of this policy may be subject to disciplinary action, up to and including discharge.

6-11 Use of Social Media

The City of Fairview Heights respects the right of any employee to maintain a blog or web page or to participate in a social networking, X/Twitter, or similar site, including but not limited to Facebook and LinkedIn. However, to protect City interests and ensure employees focus on their job duties, employees must adhere to the following rules:

Employees may not post on a blog or web page or participate on a social networking platform, such as X/Twitter or similar site, during work time or at any time with City equipment or property.

All rules regarding confidential and proprietary business information apply in full to blogs, web pages, and social networking platforms, such as X/Twitter, Facebook, LinkedIn, or similar sites. Any information that cannot be disclosed through a conversation, a note, or an e-mail also cannot be disclosed in a blog, web page, or social networking site.

Whether the employees are posting something on their own blog, web page, social networking, X/Twitter, or similar site or on someone else's, if the employee mentions the City and also expresses either a political opinion or an opinion regarding the City's actions that could pose an actual or potential conflict of interest with the City, the poster must include a disclaimer. The poster should specifically state that the opinion expressed is a personal opinion and not the City's position. This is necessary to preserve the City's good will in the marketplace.

Any conduct that is impermissible under the law if expressed in any other form or forum is impermissible if expressed through a blog, web page, social networking, X/Twitter, or similar site. For example, posted material that is discriminatory, obscene, defamatory, libelous, or violent is forbidden. City policies apply equally to employee social media usage.

The City of Fairview Heights encourages all employees to keep in mind the speed and manner in which information posted on a blog, web page, and/or social networking site is received and often misunderstood by readers. Employees must use their best judgment. Employees with any questions should review the guidelines above and/or consult with their manager. Failure to follow these guidelines may result in discipline, up to and including discharge.

6-12 Artificial Intelligence

The City of Fairview Heights recognizes that the use of artificial intelligence (AI) tools can potentially assist employees with the performance of job duties. However, there are many risks. To ensure the protection of confidential information and the integrity of our operations, as set forth below, all employees who wish to use AI tools must receive management approval and, if granted, comply with the below best practices.

Evaluation of AI Tools. Employees must evaluate the utility and security of any AI tool before using it. This includes reviewing the tool's security features, terms of service, and privacy policy. Employees should also review the reputation of the tool developer and any third-party services used by the tool. But most importantly, employees **must** receive management approval prior to using any AI tool after explaining the manner in which it will be used and the benefits to the business.

Protection of Confidential Data. In using any AI tool, employees must not upload or share any confidential, proprietary, or protected data without prior written approval from Information Technology. This includes data related to customers, employees, or partners. Similarly, employees must ensure any AI tool does not utilize confidential or copyrighted information of a third party.

Access Control. Employees must not give access to any AI tools approved for business use to anyone outside the company without prior approval from Information Technology and implementation of processes as required to meet security compliance requirements. This includes sharing login credentials or other sensitive information with third parties.

Compliance with Security Policies. Employees must apply the same security best practices we use for all company and customer data. This includes using strong passwords, keeping software up-to-date, and following the City's data retention and disposal policies.

6-13 Inspections

To the maximum extent permitted by applicable law, the City of Fairview Heights reserves the right to require employees while on City property, or on client property, to agree to the inspection of their persons, personal possessions and property, personal vehicles parked on City or client property, and work areas. This includes lockers, vehicles, desks, cabinets, work stations, packages, handbags, briefcases and other personal possessions or places of concealment, as well as personal mail sent to the City or to its clients. Employees are expected to cooperate in the conduct of any search or inspection.

6-14 Personal Visits and Telephone Calls

Disruptions during work time can lead to errors and delays. Therefore, personal telephone calls and text messaging must be kept to a minimum, and only be made or received after working time, or during lunch or break time.

For safety and security reasons, employees are prohibited from having personal guests visit or accompanying them anywhere in the City of Fairview Heights facilities other than the reception areas.

6-15 Solicitation and Distribution

To avoid distractions, solicitation by the employee of another employee is prohibited while either employee is on work time. "Work time" is defined as the time the employee is engaged, or should be engaged, in performing their work tasks for the City of Fairview Heights. Solicitation of any kind by non-employees on City premises is prohibited at all times.

Distribution of advertising material, handbills, printed or written literature of any kind in working areas of the City is prohibited at all times. Distribution of literature by non-employees on City premises is prohibited at all times.

6-16 Bulletin Boards

Important notices and items of general interest are continually posted on the City of Fairview Heights bulletin boards. Employees should make it a practice to review bulletin boards frequently. This will assist employees in keeping up with what is current at Fairview Heights. To avoid confusion, employees should not post or remove any material from the bulletin board.

6-17 Hiring Relatives/Employee Relationships

A familial relationship among employees can create an actual or at least a potential conflict of interest in the employment setting, especially where one relative supervises another relative. To avoid this problem, the City of Fairview Heights may refuse to hire or place a relative in a position where the potential for favoritism or conflict exists.

In other cases, such as personal relationships where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or discharged from employment, at the discretion of the City. Accordingly, all parties to any type of intimate personal relationship must inform management.

If two employees marry, become related, or enter into an intimate relationship, they may not remain in a reporting relationship or in positions where one individual may affect the compensation or other terms or conditions of employment of the other individual. The City generally will attempt to identify other available positions, but if no alternate position is available, the City retains the right to decide which employee will remain with the City.

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

6-18 Publicity/Statements to the Media

All media inquiries regarding the position of the City as to any issues must be referred to the Mayor. Only the Mayor or his/her designee is authorized to make or approve public statements on behalf of the City. No employees, unless specifically designated by the Mayor or his/her designee, are authorized to make those statements on behalf of City. Any employee wishing to write and/or publish an article, paper, or other publication on behalf of the City must first obtain approval from the Mayor or his/her designee.

6-19 Health and Safety

The health and safety of employees and others on City property are of critical concern to the City of Fairview Heights. The City intends to comply with all health and safety laws applicable to our business. To this end, the City must rely upon employees to ensure that work areas are kept safe and free of hazardous conditions. Employees are required to be conscientious about workplace safety, including proper operating methods, and recognize dangerous conditions or hazards. Any unsafe conditions or potential hazards should be reported to management immediately, even if the problem appears to be corrected. Any suspicion of a concealed danger on the City's premises, or in a product, facility, piece of equipment, process, or business practice for which the City is responsible should be brought to the attention of management immediately.

Periodically, the City may issue rules and guidelines governing workplace safety and health. The City may also issue rules and guidelines regarding the handling and disposal of hazardous substances and waste. All employees should familiarize themselves with these rules and guidelines as strict compliance will be expected.

Any workplace injury, accident, or illness must be reported to the employee's department head/supervisor as soon as possible, regardless of the severity of the injury or accident.

Safety Equipment (PPE). Safety equipment, commonly known as personal protective equipment (PPE), is one tool the City uses in its effort to eliminate on the job injuries and illnesses. Our standards require that PPE be used by employees whenever workplace hazards are discovered that could damage any part of the body. In addition, the City requires all employees to wear PPE, such as but not limited to, safety glasses, safety shoes, etc. as required by their job duties. PPE is to be used as a tool to eliminate and/or reduce the hazards employees face in their daily job duties. PPE is **not** to be used

and will not be used as a substitute for safe work practices, machine guards, or other controls designed by equipment manufacturers or other engineering sources.

Employees working in positions needing safety equipment to perform their jobs will be issued the following PPE that will be replaced by the Company due to normal wear and tear; however, replacement due to loss or misuse will be replaced at the employee's expense through a deduction from their pay:

- **Prescription Safety Glasses.**
- **Steel Toe Boots.** Reimbursed \$250.00 annually

6-20 Smoking

In keeping with the City's intent to provide a safe and healthful work environment, smoking and the use of tobacco products are prohibited throughout the workplace and in all City vehicles. This policy applies equally to all employees, customers, and visitors.

Smoking includes any form of use of tobacco products (e.g., pipes, cigars, cigarettes) or "vaping" with e-cigarettes, and smokeless tobacco products (e.g., snuff, chewing tobacco).

Smoking is only permitted during break times in designated outdoor areas. Employees using these areas are expected to dispose of any smoking debris safely and properly.

6-21 Operation of Vehicles

All employees authorized to drive City-owned or leased vehicles or personal vehicles in conducting City business must be eighteen (18) years and older and possess a current, valid driver's license and an acceptable driving record, except that City employees must be at least twenty-one (21) years of age and properly licensed to drive City vehicles larger than pickup trucks and vans. Any change in license status or driving record must be reported to management immediately.

Employees must have a valid driver's license in their possession while operating a vehicle off or on City property. It is the responsibility of every employee to drive safely and obey all traffic, vehicle safety, and parking laws or regulations. Drivers must demonstrate safe driving habits at all times.

City Vehicle Assignment

City-owned or leased vehicles may be used only as authorized by management.

The Mayor will appoint employees designated to drive City vehicles to their homes overnight and will designate which vehicles may be used in this manner. Such use of vehicles will be approved only in cases where the employee will be needing the vehicle to conduct City business of some sort before returning to the City Hall to report for work.

Personal use of an assigned vehicle is prohibited, except for going to lunch within the city limits when during the course of other work duties. Personal use of a previously assigned vehicle is always prohibited.

Daily Logs. When it is determined by the City or department head/supervisor that it is necessary for an employee to use a vehicle to facilitate the completion of their assigned duties, the employee must maintain a log on the vehicle indicating their name, the date (s) the vehicle was used and the mileage used during said use the assignment. Failure to maintain the daily log may result in disciplinary action, up to and including termination.

Use for Travel. In the event that an employee attends a seminar, school, meeting, convention or other event at a location which would require overnight lodging, a City vehicle may be used to provide transportation to that location provided that:

1. It is within 300 miles or less of the City; or
2. The employee, with department head/supervisor approval, has determined and provided documentation to show it would be less expensive to use a City vehicle than to travel by other means; and
3. The employee will be using the City vehicle solely for City business with the exception of stopping for meals, comfort breaks, lodging and gasoline;
4. The employee fulfills the requirements in the Business Expense Reimbursement policy.

Annual Report. Each department head/supervisor will prepare a report on each of the vehicles assigned to the department's inventory. The report will specify the dates the vehicle was taken to an employee's home and the name of the employee. Vehicles not taken home by an employee through the course of the year will be included in this report with "NO PERSONAL USE" recorded next to the vehicle identification. This report will be submitted to the Finance Department no later than January 10 each year.

Portable Communication Device Use While Driving

Employees who drive on City business must abide by all state or local laws prohibiting or limiting portable communication device (PCD) use, including cell phones or personal digital assistants, while driving. Further, even if use is permitted, employees may choose to refrain from using any PCD while driving. "Use" includes, but is not limited to, talking or listening to another person or sending an electronic or text message via the PCD.

Regardless of the circumstances, including slow or stopped traffic, if any use is permitted while driving, employees should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is absolutely necessary while the employees are driving, and permitted by law, they must use a hands-free option and advise the caller that they are unable to speak at that time and will return the call shortly.

Under no circumstances should employees feel that they need to place themselves at risk to fulfill business needs.

Because this policy does not require any employee to use a PCD while driving, employees who are charged with traffic violations resulting from the use of their PCDs while driving will be solely responsible for all liabilities that result from such actions.

Texting and e-mailing while driving are prohibited in all circumstances.

6-22 References

The City of Fairview Heights will respond to reference requests through Human Resources. The City will provide general information concerning the employee such as date of hire, date of discharge, and positions held. Requests for reference information must be in writing, and responses will be in writing. Please refer all requests for references to Human Resources.

Only Human Resources may provide references.

6-23 Employment Separation

Should any employees decide to leave the City, we ask that they provide a department head/supervisor with at least two (2) weeks advance notice of departure. Thoughtfulness will be appreciated. All City property including, but not limited to, keys, security cards, credit cards, parking passes, laptop computers, fax machines, mobile phones, uniforms, etc., must be returned at separation. Employees also must return all of the City's Confidential Information upon separation. To the extent permitted by law, employees will be required to repay the City (through payroll deduction, if lawful) for any lost or damaged City property. As noted previously, all employees are employed at-will and nothing in this handbook changes that status.

Retirement. All full-time employees are eligible for retirement benefits at the age and length of service requirements specified by the retirement plan in which they are enrolled. Notice of retirement will be in the same manner as for resignations.

Resignation. A full-time employee who accepts other employment will be considered to have voluntarily resigned their employment with the City if the other employment prevents or prohibits them from performing any and all assigned duties or responsibilities associated with their employment with the City of Fairview Heights.

Absence for three (3) consecutive days without notice will be considered as a voluntary resignation from the City service.

Failure to provide proper notification may result in ineligibility for re-employment.

Termination. An employee may be discharged for the good of City service or other reason. However, termination of an employee covered by a collective bargaining agreement will not be final until terms of the CBA are satisfied.

Employees who resign are requested to participate in an exit interview with Human Resources, if possible.

6-24 A Few Closing Words

This handbook is intended to give employees a broad summary of things they should know about City of Fairview Heights. The information in this handbook is general in nature and, should questions arise, any member of management should be consulted for complete details. Although we intend to continue the policies, rules and benefits described in this handbook, the City of Fairview Heights, in its sole discretion, may always amend, add to, delete from or modify the provisions of this handbook and/or

change its interpretation of any provision set forth in this handbook. Employees should not hesitate to speak to management if they have any questions about the City or its personnel policies and practices.

GENERAL HANDBOOK ACKNOWLEDGMENT

This Employee Handbook is an important document intended to help employees become acquainted with the City of Fairview Heights. This document is intended to provide guidelines and general descriptions only; it is not the final word in all cases. Individual circumstances may call for individual attention.

Because the City's operations may change, the contents of this Handbook may be changed at any time, with or without notice, in an individual case or generally, at the sole discretion of management.

Please read the following statements and sign below to indicate your receipt and acknowledgment of this Handbook.

I have received and read a copy of the City of Fairview Heights Employee Handbook. I understand that the policies, rules and benefits described in it are subject to change at the sole discretion of the City at any time.

I further understand that my employment is terminable at will, either by myself or the City, with or without cause or notice, regardless of the length of my employment or the granting of benefits of any kind.

I understand that no representative of the City of Fairview Heights other than the City Council may alter "at will" status and any such modification must be in a signed writing.

I understand that my signature below indicates that I have read and understand the above statements and that I have received a copy of the City's Employee Handbook.

Employee's Printed Name: _____

Employee's Signature: _____

Position: _____

Date: _____

The signed original copy of this acknowledgment should be given to Human Resources - it will be filed in your personnel file.

RECEIPT OF NON-HARASSMENT POLICY

In compliance with the Illinois Human Rights Act (Act) and any other related federal or local law/ordinance, all employees have the right to be free from unlawful discrimination or harassment (including sexual harassment). This means that employers may not treat people differently based on race, age, gender, pregnancy, disability, sexual orientation or any other protected class named in the Act or any other related federal or local law/ordinance. This applies to all employer actions, including hiring, promotion, discipline and discharge.

It is the City of Fairview Heights policy to prohibit intentional and unintentional discrimination or harassment (including sexual harassment) of or against job applicants, contractors, interns, volunteers or employees by another employee, department head/supervisor, vendor, customer or any third party on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information or any other characteristic protected by applicable federal, state or local laws (referred to as "protected characteristics"). The City also prohibits retaliation. All such conduct will not be tolerated by Fairview Heights.

The purpose of this policy is not to regulate our employees' personal morality, but to ensure that no one engages in discrimination or harassment (including sexual harassment) of another individual in the workplace, including while on City premises, while on City business (whether or not on City premises) or while representing the City. In addition to being a violation of this policy, discrimination, harassment or retaliation based on any protected characteristic as defined by applicable federal, state or local laws also is unlawful. For example, sexual harassment and retaliation against an individual because the individual reported or filed a complaint of discrimination or harassment (including sexual harassment) or because an individual aided, assisted or testified in an investigation or proceeding involving a complaint of discrimination or harassment (including sexual harassment) as defined by applicable federal, state or local laws or helped others exercise their right to complain about discrimination or harassment (including sexual harassment) as defined by applicable federal, state or local laws are unlawful.

Reasonable Accommodation. Employees also have the right to reasonable workplace accommodations based on pregnancy, disability, religious beliefs or any other reason required by applicable federal, state or local laws. This means employees can ask for reasonable changes to their job if needed because they are pregnant or disabled or because of their religious beliefs or any other reason required by applicable federal, state or local laws.

Discrimination Defined. Discrimination under this policy generally means treating an individual differently or denying or granting a benefit to an individual because of any actual or perceived protected characteristic as defined under federal, state or local law/ordinance.

Harassment Defined. Harassment generally is defined in this policy as unwelcome verbal, visual or physical conduct that denigrates or shows hostility or aversion towards an individual because of any actual or perceived protected characteristic or has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts or e-mails) or physical conduct (including physically threatening another, blocking someone's way, etc.). Such conduct violates this policy, even if it does not rise to the level of a violation of applicable federal, state or local laws. Because it is difficult to define unlawful harassment, employees are expected to behave at all times in a manner consistent with the intended purpose of this policy.

Sexual Harassment Defined. Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal, visual or physical conduct of a sexual nature when:

- submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or
- submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or
- the conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of conduct that violate this policy include:

13. unwelcome flirtations, leering, whistling, touching, pinching, assault or blocking normal movement;
14. requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
15. obscene or vulgar gestures, posters or comments;
16. sexual jokes or comments about a person's body, sexual prowess or sexual deficiencies;
17. propositions or suggestive or insulting comments of a sexual nature;
18. derogatory cartoons, posters and drawings;
19. sexually-explicit e-mails, text messages or voicemails;
20. uninvited touching of a sexual nature;
21. unwelcome sexually-related comments;
22. conversation about one's own or someone else's sex life;
23. conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
24. teasing or other conduct directed toward a person because of the person's gender.

City Reporting Procedures. If the employee has been subjected to or witnessed conduct which violates this policy, the employee should immediately report the matter to their department head/supervisor. If the employee is unable for any reason to contact this person, or if the employee has not received an initial response within five (5) business days after reporting any incident of what the employee perceives to be harassment, the employee should contact Human Resources. If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should contact any higher-level manager in the reporting hierarchy.

Investigation Procedures. Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent

CITY OF FAIRVIEW HEIGHTS, ILLINOIS

possible, but confidentiality cannot be guaranteed. Employees must cooperate with all investigations conducted pursuant to this policy.

Retaliation Prohibited. In addition, the City will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If the employee has been subjected to any such retaliation, the employee should report it in the same manner in which the employee would report a claim of perceived harassment under this policy.

Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including termination.

Additional Reporting Procedures. Aside from the internal complaint process at the City described above, employees may choose to file a charge/complaint of discrimination or harassment (including sexual harassment) with the Illinois Department of Human Rights (IDHR).

The charge process for violations of the law can be initiated by completing the form at www.illinois.gov/dhr or by contacting the IDHR at IDHR.Intake@illinois.gov, or either of these offices:

Chicago Office

**160 North LaSalle Street, Suite N-1000
Chicago, Illinois 60601**

Tel: [312-814-6269 and/or tel:3128146269]

TDD: [866-832-2298 and/or tel:866-832-2298]

Fax: 312-814-6517

Springfield Office

**300 West Jefferson Street, Suite 108
Springfield, Illinois 62702**

Tel: [217-785-4350 and/or tel:2177854350]

TDD: [866-832-2298 and/or tel:866-832-2298]

Fax: 217-524-4877

Employees also can contact the Illinois Sexual Harassment and Discrimination Helpline at 1-877-236-7703.

I have read and I understand City of Fairview Heights Non-Harassment Policy.

Employee's Printed Name: _____

Employee's Signature: _____

Position: _____

Date: _____

The signed original copy of this receipt should be given to Human Resources - it will be filed in your personnel file.

PROPOSED RESOLUTION NO. 54-'26

**A RESOLUTION AUTHORIZING THE MAYOR ON
BEHALF OF THE CITY TO ENTER INTO A CONTRACT
WITH PGAV PLANNERS LLC TO PROVIDE
PROFESSIONAL SERVICES FOR COMPLETING
NECESSARY TASKS RELATED TO THE CREATION OF
A STAR BOND DISTRICT**

WHEREAS, the City is interested in the development and improvement of certain areas within the municipal limits

WHEREAS, the City desires to explore the feasibility of establishing a STAR Bond district, and

WHEREAS, PGAV Planners LLC has served the City in the past and has been selected now to perform said professional services.

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

That the City of Fairview Heights does hereby authorize the Mayor to enter into a contract for Professional Services with PGAV Planners LLC, 200 North Broadway Suite 1000, St. Louis, MO 63102, to provide professional services for preparation of necessary documentation to create a STAR Bond district for a cost plus fixed fee amount not to exceed FOURTY FIVE THOUSAND DOLLARS AND NO CENTS (\$45,00.00) per PGAV Planners LLC's Contract for Professional Services, attached hereto, made a part hereof, and marked "EXHIBIT A."

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

PASSED:

APPROVED:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD - CITY CLERK

September 11, 2026

Via Email

Dallas Alley
Director of Land Use & Development
City of Fairview Heights, IL
10025 Bunkum Road
Fairview Heights, Illinois 62208
alley@cofh.org

Dear Dallas,

PGAV Planners, LLC (“**PGAV**” or “**Consultant**”) is pleased to provide the following proposal to the City of Fairview Heights, IL (the “**Client**” or “**City**”) for a STAR Bond Feasibility Study (the “**Study**”) related to a contemplated development project (the “**Project**”) in the City. This proposal includes the following:

1. General Description
2. Scope of Services
3. Review of Financing Documents
4. Professional Fees and Reimbursable Expenses
5. Timing
6. Subsequent Phases and Additional Services
7. Notices
8. Termination
9. Ownership of Documents

GENERAL DESCRIPTION

The Project is planned to include a mixed-use development that incorporates the St. Clair Square Mall and properties located along State Route 159 south of Lincoln Highway. The Client is interested in the preparation of a Study that includes a tourism assessment, economic impact, market study, and visitation analysis. PGAV is duly experienced in producing these components.

SCOPE OF SERVICES

PGAV will provide the services as outlined below.

Information to be Provided by the Client and Reviewed by PGAV

PGAV will gain an understanding of the fundamentals associated with the Project. The data to be provided by the Client, as appropriate, and reviewed by PGAV will include, but not necessarily be limited to, the following items:

1. The development plan for each phase of Project development;
2. A detailed site plan of the proposed Project;
3. A breakdown of the Project components by type;
4. Estimated construction costs for each Project component by type;
5. Anticipated construction schedules and opening dates for each Project component;
6. Any information regarding competitive properties;
7. Operating considerations of the Project and amenities associated with the Project;
8. Consideration for any tenants that have signed letters of intent, commitment letters, or have executed leases/sale agreements, to build Project components and/or commence business operations within the Project;
9. Any other information that would help to estimate visitation potential; and
10. Any other information, as may be determined by PGAV, to estimate visitation and support the Study not otherwise enumerated herein.

STAR Bond Feasibility Study

PGAV will prepare a feasibility study (the “Study”) pursuant to Section 5-30 of the Statewide Innovation Development and Economy Act (the “Act”). The Study will describe and include the following:

1. The estimated amount of pledged sales tax and revenue (“STAR”) revenues expected to be collected in each year through the maturity date of the proposed STAR bonds.
2. A statement of how the jobs and taxes obtained from the STAR bond project will contribute significantly to the economic development of the state and region.
 - a. PGAV will estimate jobs generated by the STAR bond project.
3. A Tourism Assessment
 - a. PGAV will identify area destinations and review visitor data (either provided by local sources or generated by PGAV using cell phone tracking data). PGAV will analyze the data to present an understanding of the market

capture potential associated with the Project and how it relates to its feasibility.

4. Visitation Expectations
 - a. PGAV will develop an estimate of the trade area, or the geographic extent from which visitors may be attracted to the Project, and the Project's market penetration, or number of visitors it may attract on an annual estimate. This estimate shall include:
 - i. Peak day attendance
 - ii. Number of visitors annually
 - iii. Percentage of visitors originating from outside the State of Illinois
 - iv. The percentage of visitors originating from outside of a 100-mile radius.
5. The unique quality of the project
 - a. PGAV will present an understanding of the Project and its unique qualities added to the state and region.
6. Economic Impact Study
 - a. PGAV will describe the direct, indirect, and induced economic impacts associated with the Project.
7. Market Study
 - a. PGAV staff will conduct an in-depth market analysis for each type of use within the Project. We will review local and regional developments that may compete with one or more component parts of the Project.
 - b. Determine the primary and secondary trade areas for the development planned for the Project and detail retail demand per North American Industrial Classification System ("NAICS") code
 - c. Review our internal retailer sales database for comparable retailers and restaurants
 - d. Develop estimates for future taxable sales performance associated with retailers, restaurants, and entertainment components.
8. Current and anticipated infrastructure analysis
 - a. PGAV will describe any existing infrastructure that can support the Project as well as any additional infrastructure development required for the Project's development.
9. The quality of service and experience provided
 - a. PGAV will review any comparable facilities within the United States and will review their annual attendance figures and their market area to estimate the trade area associated with the Project. PGAV will present case studies of comparable destinations and communicate how the project measures against national consumer standards for the potential market served by the Project.
10. PGAV will analyze the local market and describe the impact the addition of the Project components will have on the local market and how the Project may integrate and collaborate with other resources or businesses.
11. PGAV will review and describe the quality of service and experience provided, as measured against national consumer standards for the specific target market.

12. PGAV will assess and describe Project accountability, measured according to best industry practices.
13. PGAV will analyze and describe the expected return on state and local investment that the Project is anticipated to produce.
14. PGAV will provide a statement concerning whether a portion of the local sales and use taxes are pledged to other uses and are unavailable as revenue for the STAR bond Project. If a portion of local sales and use taxes is so committed, the PGAV will describe the following:
 - a. The percentage of city and county sales and use taxes collected that are so committed
 - b. The date or dates on which the city and county sales and use taxes pledged to other uses can be pledged for repayment of bonds
 - c. PGAV will provide an estimate of an anticipated principal and interest payment schedule on the bond issue.
15. PGAV will summarize community involvement, participation and support for the STAR bond project.
16. PGAV will work with the Client to disclose and to describe all state, federal and local tax incentives that apply or, pursuant to the project plan, are anticipated to apply within the STAR bond district or that apply to any business located in or, pursuant to the Project plan, that will locate in the district.
17. A Draft Tabular Presentation of these revenue projections will be submitted for initial review and discussion with the Client and others as determined by the Client. Subject to these discussions, the revenue projections may be revised to reflect any changes evolving from said discussions (i.e. with respect to bond structure, timing, anticipated future retail tenants, etc.).
18. A Draft and Final Technical Memorandum summarizing the results of the tasks outlined above, which will include the narrative, tabular and graphic elements necessary to accurately describe the work. The Final Technical Memorandum will be prepared subsequent to a review of the Draft Technical Memorandum by the Client.

Deliverable

PGAV will prepare a draft version of the Study (“**Draft Study**”) and a final version of the Study (“**Final Study**”), both of which will include the narrative, tabular, and graphic elements necessary to describe the analysis described herein. The Final Study will be prepared subsequent to a review of the Draft Study by the Client and other appropriate parties.

REVIEW OF FINANCING DOCUMENTS

The work and findings produced by PGAV cannot be included in any bond document, loan prospectus, offering statement or documentation associated with any other financial instrument without prior review and a written authorization letter from PGAV. PGAV

requests a minimum of three (3) business days for such review, and a minimum of three (3) business days for the provision of any such written authorizations. Such approval shall not be unreasonably withheld and shall not involve a separate fee.

PROFESSIONAL FEES AND REIMBURSABLE EXPENSES

The work will be performed for the lump sum amount equal to Forty-Five Thousand Dollars (\$45,000), exclusive of Reimbursable Expenses, as defined herein. Compensation shall be made to PGAV based on submission of an invoice outlining the work performed and based on percentage of work complete. Payments are due and payable under this Agreement forty-five (45) days from the date of the Consultant's invoice.

Reimbursable Expenses

Expenses such as those associated with travel, printing, data acquisition, shipping, long-distance, and other costs typically associated with this type of professional work ("Reimbursable Expenses"), are in addition to the above fees. The Reimbursable Expenses will be invoiced at cost, without mark-up, as part of the Consultant's invoice.

TIMING

The services of PGAV are to commence immediately upon execution of this Agreement and will be undertaken subject to a mutually agreed upon schedule.

SUBSEQUENT PHASES AND ADDITIONAL SERVICES

The scope of work to be performed by PGAV shall be as provided for herein. The Client may acquire the provision of additional services by PGAV at an additional cost to be negotiated and provided for in the form of an addendum, or separate agreement, between the Client and PGAV.

The Client and PGAV may identify that services for a particular task and the associated work are more extensive than contemplated under this Agreement or that the work scope for a particular task can be more defined than is possible at this time. In such instances, PGAV and the Client can negotiate a lump sum fee for compensation of such services.

NOTICES

The relationship between the consultant and the client is one that requires confidence, an ability to work well together, the need to promptly share and evaluate pertinent information, and a willingness to communicate and to respond on a timely basis. If either party believes its expectations or its needs for information from the other party (or within the other party's control) are not being met in a satisfactory manner, each party agrees to notify the other party of the same. The purpose of such notices is to stimulate timely communication and avoid disputes. A notice from one party to another may be a telephone call (followed up by a written summary of the verbal conversation), electronic mail, facsimile, express, or postal service.

TERMINATION

This Agreement may be terminated by either party upon not less than seven days written notice given by registered mail to the below-named persons. In the event of termination, PGAV may submit a final invoice to the Client covering (a) actual fees accrued by PGAV and unpaid by the Client as of the date of termination, calculated at PGAV's standard hourly rates, plus (b) reimbursable expenses, if any, incurred by PGAV through the date of termination as authorized under this agreement, and (c) the amount for Additional Services, if any, performed by PGAV through the date of termination as authorized under this Agreement.

OWNERSHIP OF DOCUMENTS

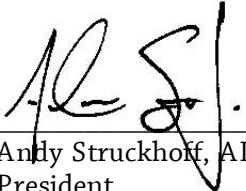
PGAV agrees that any and all documents prepared, and conclusions reached hereunder, are for the confidential information of the Client and that neither PGAV nor any member of the PGAV staff will disclose any of the same with any person whatsoever, other than the Client, or their authorized representatives, except when called upon to testify in relation to such report or conclusion under oath in a judicial forum, or as may be otherwise required by law. Except to the extent that documents, reports or other information are prepared under the provisions of this Agreement and submitted to municipalities or other public entities wherein they become subject to Federal or State "sunshine law" provisions, the Client will have sole ownership of all reports, maps, etc. prepared under this Agreement, including rights of copying and distribution.

AGREEMENT

This letter, when countersigned by a duly authorized representative, will serve as the entire Agreement for the Services outlined herein.

Thank you for the opportunity to work with you on this project. If you have any questions or comments, please don't hesitate to call.

On Behalf of:



Andy Struckhoff, AICP, DFCP
President
PGAV Planners, LLC

Accepted:

Date: _____
Name: _____
Title: _____
Mayor

Attest:

Adam Stroud
Associate Director
PGAV Planners, LLC

Attest:

Date: _____
Name: _____
Title: _____
City Clerk

PROPOSED RESOLUTION NO. 55-'26

**A RESOLUTION AUTHORIZING THE PURCHASE OF CERTAIN
ITEMS RELATED TO STREETScape IMPROVEMENTS WITHIN
THE LINCOLN TRAIL CORRIDOR.**

WHEREAS, the City of Fairview Heights has determined that streetscape improvements should be made within the Lincoln Trail Corridor, and

WHEREAS, the City Council approved a set of elements to be included in the Lincoln Trail Streetscape Concepts plan, and

WHEREAS, the City Council desires to provide proof of concept installations of certain streetscape elements, and

WHEREAS, proposals have been solicited for items identified within the Lincoln Trail Streetscape Concepts Plan.

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

The Mayor is authorized to enter into an agreement with Forms + Surfaces of Pittsburgh, PA for the purchase of benches, trash receptacles, and bike in the amount of Thirty Six Thousand Two Hundred and Nineteen Dollars (\$36,219.00) as outlined in the attached exhibit, marked as Exhibit "A".

PASSED:

APPROVED:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD - CITY CLERK

QUOTATION

286526-00

Quotation No: 286526-00

Project: Lincoln Trail Streetscape / City of Fairview Heights

Specifier: Confluence Chicago (Formerly Wolff Landscape Architecture), Chicago, IL

Territory Manager: JACQUELINE DIETZ

To:

CITY OF FAIRVIEW HEIGHTS
10025 BUNKUM ROAD
FAIRVIEW HEIGHTS IL 62208
United States

Quotation Valid Thru09/05/2026

Pricing Assumes Projected Delivery Q4 2026
Purchaser to Provide Clean Release for the Lead Times as defined in General Notes

AttentionDALLAS ALLEY

Contact Phone

TermsNET 30 OAC

OMNIA Partners Contract: Region 14 ESC - TX / NCPA 07-90
Category: Furniture
At a minimum pricing reflects OMNIA Member Discount from current F+S Standard Price List (Item List Price). Pricing and Terms are contingent upon Buyer's membership status at time of order placement. Unless shown on quote or order, Sales Tax is not included. Any applicable Sales Tax will be added to invoice.

Item	Part / Rev / Description / Details	Quantity	Unit Price	Extended Price
001	SLDIS-136-MODRev: NSU/M: EA PRODUCT: DISPATCH LITTER & RECYCLING RECEPTACLE UNIT LIST PRICE TO WHICH MEMBER DISCOUNT APPLIED: \$2,364 DISPATCH RECEPTACLE WITH MODIFIED GRAPHICS DIMENSION: 36-GALLON 25.5" W X 21.8" D X 43" H LITTER AND RECYCLING OPENING: SINGLE-STREAM ONE 36 GALLON FIRE RATED BLACK POLYETHYLENE LINER LID MATERIAL: CAST ALUMINIUM LID FINISH: POWDER COAT, BLACK TEXTURE BODY MATERIAL: CAST ALUMINUM BODY FINISH: POWDER COAT, BLACK TEXTURE LID INSERTS HINGE SIDE: HINGE SIDE, STANDARD OPENING LID INSERTS LATCH SIDE: LATCH SIDE, STANDARD OPENING TWO POLYCARBONATE GRAPHIC WITH CUSTOM PRINTED LOGO PLACED AT LID SIDES GRAPHIC 'HINGE SIDE' OPTION & MESSAGE: GRAPHIC HINGE SIDE, LITTER GRAPHIC 'LATCH SIDE' OPTION & MESSAGE: GRAPHIC LATCH SIDE, LITTER LATCH OPTION: STANDARD LIFT LEVER LATCH MOUNTING: SURFACE MOUNT *MOUNTING HARDWARE KIT SOLD AND LISTED SEPARATELY: SEE LINE ITEMS BELOW FINAL PER F+ S APPROVAL DRAWINGS	5.0000	2,057.00	10,285.00
002	MISCRev: 000U/M: EA	5.0000	250.00	1,250.00

QUOTATION					# 286526-00
	OFF-CONTRACT LINE ITEM MODIFICATION FEE FEE DESCRIPTION: MODIFIED GRAPHICS FOR SLDIS-136				
003	908-00458 Rev: 000U/M: EA DISPATCH LITTER & RECYCLING RECEPTACLE MOUNTING HARDWARE KIT (36 & 45G) UNIT LIST PRICE TO WHICH MEMBER DISCOUNT APPLIED: \$10 3/8" Sst Drop-In Anchor Kit 9		5.0000	9.00	45.00
004	SKTRO-MOD Rev: NSU/M: EA PRODUCT: TRIO BIKE RACK UNIT LIST PRICE TO WHICH MEMBER DISCOUNT APPLIED: \$648 TRIO BIKE RACK WITH MODIFIED GRAPHICS DIMENSION: 12" L X 2.75" D X 33.5" H BODY MATERIAL: CAST ALUMINUM BODY FINISH: POWDER COAT, BLACK TEXTURE MOUNTING: SURFACE MOUNTED WITH EMBEDDED ANCHORS *MOUNTING HARDWARE KIT SOLD AND LISTED SEPARATELY: SEE LINE ITEMS BELOW FINAL PER F+ S APPROVAL DRAWINGS		5.0000	564.00	2,820.00
005	MISC Rev: 000U/M: EA **OFF-CONTRACT LINE ITEM** MODIFICATION FEE FEE DESCRIPTION: MODIFIED GRAPHICS FOR SKTRO		5.0000	75.00	375.00
006	911-00033 Rev: 000U/M: EA TRIO BIKE RACK MOUNTING HARDWARE KIT UNIT LIST PRICE TO WHICH MEMBER DISCOUNT APPLIED: \$107 1/2" Sst & Epoxy Anchor Kit 2		5.0000	93.00	465.00
007	SBTRO-72BW-MOD Rev: NSU/M: EA PRODUCT: TRIO BENCH UNIT LIST PRICE TO WHICH MEMBER DISCOUNT APPLIED: \$3,356 TRIO BENCH WITH MODIFIED GRAPHICS DIMENSION: 75" L X 22.7" D X 33.6" H CONFIGURATION: BACKED SLAT MATERIAL: FSC 100% CUMARU HARDWOOD		5.0000	2,920.00	14,600.00

QUOTATION				# 286526-00	
	FSC MATERIAL REFERENCE: FSC-SCS-COC-001461 / FSC 100% FSC LICENSE CODE: C004453 SLAT FINISH: NATURAL OILED FINISH FRAME MATERIAL: CAST ALUMINUM FRAME FINISH: POWDER COAT, BLACK TEXTURE ARMRESTS: TWO (EXTERNAL) / ONE ARMREST CENTERED **LOGO TO BE INCORPORATED INTO BENCH BACK** MOUNTING: SURFACE MOUNT *MOUNTING HARDWARE KIT SOLD AND LISTED SEPARATELY: SEE LINE ITEMS BELOW FINAL PER F+ S APPROVAL DRAWINGS				
008	MISC **OFF-CONTRACT LINE ITEM** MODIFICATION FEE FEE DESCRIPTION: MODIFIED GRAPHICS FOR SBTRO-72BW	Rev: 000 U/M: EA	5.0000	150.00	750.00
009	906-00246 TRIO BENCH MOUNTING HARDWARE KIT UNIT LIST PRICE TO WHICH MEMBER DISCOUNT APPLIED: \$208 1/2" Sst & Epoxy Anchor Kit 1	Rev: 000 U/M: EA	5.0000	181.00	905.00
010	SXHPF HANDLING, PACKAGING & FREIGHT SINGLE SHIPMENT - COMMON CARRIER GROUND SERVICE FOB - DESTINATION	Rev: 000 U/M: EA	1.0000	4,724.00	4,724.00

Total Items Price	US\$ 36,219.00
Total Tax	Not Applied
Grand Total	US\$ 36,219.00

OMNIA Partners Contract: Region 14 ESC - TX / NCPA07-90
Category: Furniture
At a minimum pricing reflects OMNIA Member Discount from current F+S Standard Price List (Item List Price). Pricing and Terms are contingent upon Buyer's membership status at time of order placement. Unless shown on quote or order, Sales Tax is not included. Any applicable Sales Tax will be added to invoice.

The following Terms and Conditions of Sale are incorporated into OMNIA Partners Contract: Region14 ESC - TX / NCPA07-90 Furniture as a Supplemental Agreement between F+S and Member / Buyer.

LEADTIME:

Shipment from our facility will be apx 6-weeks from receipt of confirmed F+S Order Acknowledgment and signed F+S Approval Drawings, if applicable. All ship date references are estimated and are not guaranteed.

QUOTATION

286526-00

PRICING AND CONFORMITY:

Pricing reflects our understanding of the requirements based on the information provided to us from the quoted or ordering party. The quoted or ordering party is responsible for confirming quantities, sizes, finishes and conformity with any relevant plans and specifications. These considerations are independent of any prior F+S specification efforts, drawings or engineering details that may have previously been issued by F+S or otherwise obtained by the quoted or ordering party or any involved third-party.

Pricing assumes fabrication in accordance with F+S standard or recommended manufacturing methods.

Buyer acknowledges that Buyer is responsible to specifically identify and notify F+S in writing of any BUY AMERICA / BUY AMERICAN requirements bearing on this transaction prior to quote or order processing. Buy America / Buy American requirements may impact product pricing and lead times.

DELIVERY:

Receiving parties are responsible for off-loading all materials from the carrier which may require a forklift, pallet jack or other specialized equipment, tools and appropriate manpower. Receiving parties are responsible to document via digital images, notate on delivery receipt prior to signing, and immediately notify an F+S representative of any visible damage to the exterior of crating or packaging. Actual inspection of goods must be completed and any damage claims filed within five business days of delivery. Unpacking, assembly or installation are the responsibility of the buying party or their assigns. All deliveries are curbside if no loading dock is available or accessible at delivery site.

Customer Signature of Acceptance

PAYMENT INSTRUCTIONS:

USPS Mail Remittance:

Forms+Surfaces, Inc
Accounts Receivable
PO Box 3625
Pittsburgh, PA 15230-3625

ACH or Wire Transfer:

Beneficiary's Name: Forms+Surfaces, Inc
1901 William Flynn Hwy, Glenshaw, PA 15116
Bank Name: Dollar Bank, FSB
2700 Liberty Ave
Pittsburgh, PA 15222
ABA Number: 243074385
Account Number: 0908055515
To verify bank info: Bruce Vincent (Forms+Surfaces) 412-282-5253
Bank Contact: Dollar Bank 412-261-7597
Authorized Signatory: DeAnna Cancilla (Forms+Surfaces) 412-282-5257

Courier Service:

Forms+Surfaces, Inc
C/O Lockbox Department
2700 Liberty Ave
Pittsburgh, PA 15222

CUSTOMER COPY

PROPOSED RESOLUTION NO. 56-'26

**A RESOLUTION AUTHORIZING THE PURCHASE OF CERTAIN
ITEMS RELATED TO STREETScape IMPROVEMENTS WITHIN
THE LINCOLN TRAIL CORRIDOR.**

WHEREAS, the City of Fairview Heights has determined that streetscape improvements should be made within the Lincoln Trail Corridor, and

WHEREAS, the City Council approved a set of elements to be included in the Lincoln Trail Streetscape Concepts plan, and

WHEREAS, the City Council desires to provide proof of concept installations of certain streetscape elements, and

WHEREAS, proposals have been solicited for items identified within the Lincoln Trail Streetscape Concepts Plan.

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

The Mayor is authorized to enter into an agreement with Lighting Associates of Webster Groves, MO for the purchase of site lighting in the amount of Eighteen Thousand Eight Hundred and Fifty Dollars (\$18,850.00) as outlined in the attached exhibit, marked as Exhibit "A".

PASSED:

APPROVED:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD - CITY CLERK

Sponsored by: Finance Committee

Date: Aug 13, 2026

Quote: LAI26-357903-1

Quote
Page 1/1



LIGHTING ASSOCIATES
3216 S. BRENTWOOD BLVD.
WEBSTER GROVES MO 63119
Phone: (314) 531-3500

Project LINCOLN TRAIL STREETSCAPE RYZE
Location TEST AREA
Quote FAIRVIEW HEIGHTS IL
LAI26-357903-1

From: Dave Paul
Quoter Ph: (314) 446-0204x104
Email: dpaul@laiweb.net

To: DAVE PAUL
LIGHTING ASSOCIATES
3216 S BRENTWOOD BLVD
WEBSTER GROVES MO 63119
Phone: (314) 531-3500
Fax: 314-531-3737
EMail: dpaul@laiweb.net

For
Bid Date Aug 13, 2026
Expires Sep 12, 2026

QTY	Type	MFG	Part	Price	UQ	ExtPrice
5	RT400-RTD-T2-3	STERNBERG	RY400-RTD-14FT-48L40T2-MDL05-010-SV1/STD	\$3,730.00		\$18,650.00
1	CUSTOM PANE	STERNBERG	CUSTOM PANEL TOOLING	\$200.00		\$200.00
Note			10-12 WEEK ESTIMATED LEAD TIME			
Note			CITY OF FAIRVIEW HEIGHTS DIRECT PURCHASE			
Total:						\$18,850.00

Terms and conditions of sale:

===== WHEN PLACING ORDERS USING THIS QUOTATION, PLEASE MARK QUOTE NUMBER AND JOB NAME ON ORDER =====

DUE TO CONTINUED INFLATIONARY PRESSURES AND TARIFFS PRICING IS SUBJECT TO CHANGE WITHOUT NOTICE. QUOTATION IS VOID IF CHANGED. QUOTE IS VALID UNTIL EXPIRATION DATE LISTED UNLESS FEDERALLY MANDATED TARIFFS ARE ENACTED IN WHICH CASE AN UPDATED QUOTE WILL BE REQUIRED.

Quotation is subject to architect, engineer and/or contractor approval. Any fixtures or options not specifically listed on quotation are to be considered extra and will be priced upon request. Manufacturers' standard terms and conditions of sale apply unless otherwise specified. All cross references are based on fixture schedules, specifications and/or notes available at time of issue and are subject to approval.

WE WILL NOT BE RESPONSIBLE FOR ITEMS OMITTED FROM QUOTE DUE TO INCOMPLETE OR ERRONEOUS INFORMATION. CONTRACTOR AND/OR DISTRIBUTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES. ALL FIXTURES ARE QUOTED LESS LAMP UNLESS OTHERWISE NOTED.

Distributor storage of fixtures not included in pricing.

Mfg Terms:

STERN STERNBERG LIGHTING
FREIGHT PER QUOTE

Freight
Allowance
Freight Allowed

Minimum
Order
\$50.00

PROPOSED RESOLUTION NO. 57-'26

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO
AN AGREEMENT ON BEHALF OF THE CITY OF FAIRVIEW
HEIGHTS WITH BULK STORAGE INC. FOR
THE SALT DOME ROOF REPLACEMENT.**

WHEREAS, the City has advertised for bids for labor, materials, and equipment to repair, remove, and replace the City's salt dome roof; and

WHEREAS, Bulk Storage Inc. has submitted the lowest and best bid in the interest of the City pursuant to such advertisement for bid.

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

That the Mayor be and is hereby authorized to enter into, on behalf of the City, an agreement with Bulk Storage Inc. 28101 South Yates Avenue, Beecher, Illinois 60401 for work related to the Salt Dome Roof Replacement project for the sum of ONE HUNDRED FIFTY-NINE THOUSAND THREE HUNDRED FORTY DOLLARS AND NO CENTS (\$159,340.00) pursuant to the proposal documents attached hereto and marked "Exhibit A."

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

PASSED:

APPROVED:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD – CITY CLERK

"EXHIBIT A"

PROPOSAL FORM FOR CONTRACT

Project: City of Fairview Heights – Salt Dome Roof Replacement

Location: City of Fairview Heights
Municipal Complex
10025 Bunkum Road
Fairview Heights, Illinois 62208

Proposal of Bulk Storage Inc. (hereinafter
called "Bidder") a corporation, organized and existing and in good standing under the laws of the
State of Illinois and authorized to do business in the State of Illinois.

To: City of Fairview Heights
10025 Bunkum Road
Fairview heights, IL 62208

To Whom it May Concern:

We offer in compliance with your invitation for proposals for City of Fairview Heights – Salt Dome Roof Replacement, having examined the specifications and related documents, and being familiar with all the conditions surrounding the proposed project, including the availability of labor, hereby propose to furnish new materials of the size and conformance with the attached specification and all labor, materials and supplies to deliver the equipment, install and startup in accordance with the Contract Documents as defined in Section IB.9, within the time set forth in Section IB.2 and the price stated below. The price shall cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

We acknowledge receipt of the following addenda:

#1 8/26/2026

Completion Date

This project has a completion date of on or Before November 30.

Contract Pricing

Amount shall be shown in both words and numbers. In the case of discrepancy, the amount shown in words will govern.

Salt Dome Replacement (bid price)

One hundred fifty nine thousand, three-hundred forty dollars \$ 159,340.00
(Words) and zero cents (Numbers)



DEPARTMENT OF
PUBLIC WORKS

ADDENDUM NO. 1
FAIRVIEW HEIGHTS SALT DOME ROOF REPLACEMENT
CITY OF FAIRVIEW HEIGHTS
AUGUST 26, 2026

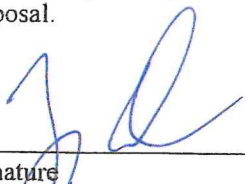
This addendum forms a part of the Contract. The original Contract Documents remain in full force and effect except as modified by the following which shall take precedence over any contrary provision in the prior documents.

- Instructions to Bidders, Page 2 of 3, IB.7 Scope of Work, Task Includes: third paragraph – change to read:

The contractor shall remove, repair or replace damaged sheeting and include 30 – 4'x8' sheets of 1/2" plywood in the base bid, to be amended, if needed, after the award.

- The contractor shall remove, repair or replace damaged framing lumber and include 60 – 2"x6" framing lumber in the base bid, to be amended, if needed, after the award.

Acknowledge receipt of this Addendum No. 1 by signing, dating, and returning with your proposal.



Signature

8/31/2026

Date

Bulk Storage Inc.

Company Name

28101 S. Yates Ave

Street Address

Beecher, IL 60401

City, State, Zip Code

PROPOSAL FORM FOR CONTRACT (Page 2)

Bidder understands that the Customer reserves the right to reject any or all Proposals and to waive any inconsistencies or informalities in the bidding and to select the proposal which best meets the needs of the City of Fairview Heights.

The Bidder agrees that this Proposal shall be good and may not be withdrawn for a period of sixty (60) days after the scheduled closing time for receiving Proposals.

Upon receipt of the acceptance of this Proposal by the City Council, Bidder will execute the formal contract attached and deliver to the Customer a surety bond or bonds as required by the General Conditions.

Respectfully submitted,

Bidder

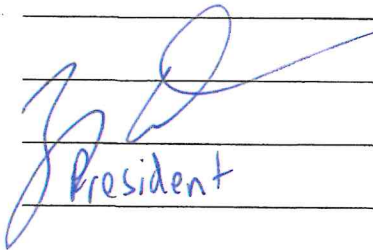
Bulk Storage Inc.

Business Address

28101 S. Yates Ave.

Beecher, IL 60401

Signature



Title

President

**FORM OF AGREEMENT BETWEEN THE
CUSTOMER AND THE CONTRACTOR**

This **AGREEMENT** is made: _____
(Date)

BETWEEN the Customer: City of Fairview Heights
10025 Bunkum Road
Fairview Heights, Illinois 62208

and the Contractor: Bulk Storage Inc.
28101 South Yates Avenue
Beecher, Illinois 60401

For the following project: **City of Fairview Heights
Salt Dome Roof Replacement**

The Project Manager is: City of Fairview Heights

The Customer and Contractor agree as follows:

ARTICLE 1
THE CONTRACT DOCUMENTS

The Contractor shall furnish the work described in the Contract Documents for the project. The Contract Documents consist of:

1. This Agreement signed by the Customer and Contractor.
2. The General Conditions of the Contract.
3. Addenda prepared by the City as follows:

Addendum No. 1, August 26, 2026

4. Written change orders or orders for minor changes in the work issued after execution of the Agreement, and
5. Other documents, if any, identified as follows:

ARTICLE 2

DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION DATE

The date of commencement shall be the date of this Agreement unless otherwise indicated below. The Contractor shall complete the work by To Be Determined. Subject to availability and adjustments by Change Order.

ARTICLE 3

CONTRACT SUM

Subject to additions and deductions by Change Order, the Contract Sum is: One Hundred Fifty-nine Thousand Three Hundred Forty Dollars and No Cents (\$159,340.00).

The Contract Sum shall include all items and services necessary for proper execution and completion of the Work.

ARTICLE 4

PAYMENT

Based on Contractor's Invoice, the Customer shall pay the Contractor upon submission of invoice. Payment due and unpaid under the Contract Documents shall bear interest from the date payment is due at the legal rate prevailing at the place of the Project.

ARTICLE 5

INSURANCE

The Contractor, at its sole cost and expense, shall procure and maintain the following insurance 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:

"The General Liability, Automobile Liability and Umbrella Liability coverage shall provide, by endorsement in the appropriate manner and form, City of Fairview Heights, its Officers and Employees as Additional Insured with respect to policies, for occurrences arising in the whole or in the part out of the work and operations performed under this contract. The City of Fairview Heights shall be listed as Certificate Holder under the Worker's Compensation coverage. The specifics of the City of Fairview Heights Insurance requirements are as follows:

(1) Workers Compensation and Employers Liability.

(a) Workers compensation shall be provided according to the provisions of the Illinois Workers' Compensation Act, as amended. Notwithstanding the rating and financial size categories stated herein, coverage may be provided by a group self-insurer authorized in Section 4(a) of the Act and approved pursuant to the rules of the Illinois Department of Insurance.

(b) Employers Liability

- i. Each accident \$500,000
- ii. Disease-policy limit \$500,000
- iii. Disease – each employee \$500,000

(2) **Commercial General Liability.** Required liability insurance coverage shall be written in the occurrence form and shall provide coverage for operations of the Contractor/Vendor, operations of 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.

- (a) General Aggregate Limit \$2,000,000
- (b) Products-Completed Operations Aggregate Limit \$2,000,000
- (c) Each Occurrence Limit \$1,000,000

The coverage shall provide by an endorsement in the appropriate manner and form that the City, 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 work and operations performed. The City may accept a separate owner's protective liability policy in lieu of the City, its officers, and employees being insureds on the Contractor's/Vendor's policies.

(3) **Commercial Automobile Liability.** The policy shall cover owned, non-owned, and hired vehicles. Bodily Injury & Property Damage Liability Limit Each Occurrence \$1,000,000

(4) **Umbrella Liability.** Any policy shall provide excess limits over and above the other insurance limits stated herein. The Contractor/Vendor 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.

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 at all times thereafter when the Contractor/Vendor 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 restricting or limiting liability concerning this obligation.

Certified copies of the original policies or certificate(s) of insurance by the insurer(s) issuing the policies and endorsements setting forth the coverage, limits and endorsements shall be filed with the City Clerk before the City will execute the contract. A certificate of insurance shall include a statement "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 Contractor's/Vendor'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 the contract. The Contractor/Vendor shall, at its expense and risk of delay, cease operations if the insurance required is terminated or reduced below the required amounts of coverage. Coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor/Vendor from its obligation to indemnify in excess of the coverage according to the contract.

This Agreement entered into as part of the day and year first written above.

City of Fairview Heights

Bulk Storage Inc.

(Signature)

(Signature)

Mark T. Kupsky
(Printed Name)

(Printed Name)

Mayor
(Title)

(Title)

10025 Bunkum Road
(Address)

28101 South Yates Avenue
(Address)

Fairview Heights, IL 62208
(Address)

Beecher, Illinois 60401
(Address)

PROPOSED RESOLUTION 58-'26

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT ON BEHALF OF THE CITY WITH MILLENNIA PROFESSIONAL SERVICES OF ILLINOIS, LTD. TO PROVIDE PROFESSIONAL ENGINEERING AND SURVEYING SERVICES FOR THE BLUMBERG LAKE DRAINAGE IMPROVEMENTS PROJECT.

WHEREAS, it has been determined it necessary to obtain professional engineering and surveying services for analyses and design of the Blumberg Lake Drainage Improvements project; and

WHEREAS, Millennia Professional Services has served the City in the past and has been selected now to perform said professional engineering services.

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

That the City of Fairview Heights does hereby authorize the Mayor to enter into a an agreement with Millennia Professional Services of Illinois, Ltd., 11 Executive Drive, Suite 12, Fairview Heights, Illinois 62208 to provide professional engineering and surveying services for analyses and design of the Blumberg Lake Drainage Improvements project for a lump sum amount of FORTY-FIVE THOUSAND TWO HUNDRED DOLLARS AND NO CENTS (\$45,200.00) per Millennia's Professional Services Agreement, attached hereto, made a part hereof, and marked "Exhibit A."

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

PASSED:

APPROVED:

ATTEST:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

KAREN J. KAUFHOLD - CITY CLERK



MILLENNIA PROFESSIONAL SERVICES

11 Executive Drive, Suite 12 · Fairview Heights, Illinois 62208 · (Office) 618.624.8610 · www.millennia.pro

August 28, 2026

John Harty
Director of Public Works
City of Fairview Heights
10025 Bunkum Road
Fairview Heights, IL 62208

**Subject: Blumberg Lake Drainage Improvements
 Design Fees & Scope Proposal**

Dear Mr. Harty:

Thank you for requesting this proposal from Millennia Professional Services. Based on our understanding of the project, we propose to provide the below-listed professional services for the Blumberg Lake Drainage Improvements:

Project Overview:

- We understand the City has experienced standing water, groundwater maintenance concerns within the vicinity of the existing Blumberg Detention Basin, generally west of the Fox Creek Subdivision.
- Improvements are proposed to construct a lake that will provide additional flood storage to the downstream Fox Creek Subdivision, and provide improved maintenance conditions.

Scope of Services:

1. Topographic Survey

Perform a topographic survey in the vicinity of the drainage way and of the following existing features (see included exhibit):

- Tops and Inverts of existing storm sewers draining Toulon Court, Augustana Way, Blumberg Court, and existing detention basin.
- Footprint of proposed lake.
- Key existing buildings and finish floor elevations within the project reach.

2. Drainage Analyses and Schematic Design

Perform hydrologic analyses to determine the peak flows through the existing and proposed detention basin for the 10-year and 100-year frequency storms for the watershed. The results will be charted to show flooding frequencies and erosive outlet velocities. Prepare schematic design flood mitigation options and their potential to reduce the flooding and erosion, and present to the City Staff for review and comment.

3. Design Plans and Specifications

- Prepare plans and specifications, including Cover Sheet, General Notes, Summary of Quantities, Removal Plan, Site Plan, Grading Plan, Erosion Control Plan, Storm Sewer Profiles, and Miscellaneous Details. This includes preparation of technical specifications.

- Prepare Storm Water Pollution Prevention Plan and submit erosion control permits to EPA (if necessary).
- Attend meetings with City Staff through the design process.

4. Bidding and Negotiation

- Prepare Bid Documents, Special Provisions, and Bid Advertisement for one bidding package.
- Organize and attend a Pre-Bid Conference, if requested by City.
- Provide technical assistance during bidding process, including issuing clarifications to the bid documents by addenda.
- Assist in bid tabulation and award recommendation.

Base Fee:

Item	ITEMIZED FEE SCHEDULE	Fee (\$)
1.	Topographic Survey	\$5,800
2.	Drainage Analyses / Schematic Design	\$10,900
3.	Design Plans and Specifications	\$23,600
4.	Bidding and Negotiation	\$4,900
Total		\$45,200

Construction Coordination:

Construction Services are not included in the lump sum fees. If requested, Millennia can provide the following construction services on an hourly basis as per Millennia's Hourly Rate Schedule.

1. Attend a Pre-Construction Conference.
2. Review Contractor submittals (shop drawings).
3. Assist City with construction observation in accordance with City requests.
4. Provide boundary survey and easement services.
5. Provide one-time construction staking for the contractor.
6. Review Pay Requests.
7. Perform a final field observation for site construction work at project completion, and prepare a punch list of items found to be in non-conformance with the Contract Documents.

If requested, Millennia can also provide additional services that we are accustomed to performing at your request on an hourly basis as per Millennia's Hourly Rate Schedule. Hourly rates may be increased by Millennia Professional Services on January 1st of each succeeding year.

General Proposal Terms:

Millennia Professional Services will invoice the client monthly or less frequently based on the percentage complete and payment will be due within 45 days of the invoice date. The above-described services do not include boundary / right-of-way survey, IDNR / Corps Permitting, public roadway traffic signal engineering, Phase I environmental studies, archaeological surveys, or hazardous waste remediation. There will be no additional charges for computer time, mileage, or printing for client copies. These fees do not include permit application and submittal fees, or printing costs for bidding.

Payment of any invoice by the Client to the Consultant (Millennia Professional Services) shall be taken to mean that the Client is satisfied with the Consultant's services to the date of payment and is not aware of any deficiencies in those services.

Neither the professional activities of the Consultant, nor the presence of the Consultant or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, the Consultant and the Consultant's subconsultants shall be indemnified by the General Contractor and shall be made additional insured under the General Contractor's policies of general liability insurance.

The Consultant shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of the Consultant, increase the Consultant's contractual or legal obligations or risks, or adversely affect the availability or cost of its professional or general liability insurance.

We appreciate this opportunity to be of service to you. If you have questions, please give our office a call at your convenience.

Sincerely,

Millennia Professional Services of Illinois, Ltd.



Michael J. Rosborg, PE, CFM
Project Manager

Accepted by:

City of Fairview Heights

Client Name

Client Representative

Signature, Title

Date



Drainage Improvements Concept – Scope Area

PROPOSED RESOLUTION NO. 59-‘26

**A RESOLUTION AUTHORIZING THE MAYOR TO
EXECUTE A TEMPORARY CONSTRUCTION EASEMENT
WITH THE ST. CLAIR COUNTY TRANSIT DISTRICT TO
FACILITATE THE CONSTRUCTION OF A BIKE TRAIL.**

WHEREAS, the City of Fairview Heights grants the St. Clair County Transit District a Temporary Construction Easement for the purpose of constructing a bike trail on the east side of Bunkum Road between Old Lincoln Trail and Lincoln Trail; and

WHEREAS, a Temporary Construction Easement on Parcel Number 82023001, Property Identification No. 03-29-0-209-002, of approximately 0.0703 acres, more or less or 3,064 square feet, more or less, is necessary from the City of Fairview Heights to facilitate the construction of a bike trail.

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

That the Mayor be and is hereby authorized to sign a Temporary Construction Easement for the St. Clair County Transit District to utilize approximately 0.0703 acres, more or less, or 3,064 square feet, more or less, of Parcel Number 82023001, Property Identification No. 03-29-0-209-002 to facilitate the construction of a bike trail for the lump sum amount of Zero Dollars (\$0.00) per the Temporary Construction Easement attached hereto, made a part hereof, and marked “Exhibit A.”

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

PASSED:

APPROVED:

ATTEST:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

KAREN J. KAUFHOLD - CITY CLERK

"EXHIBIT A"

Owner City of Fairview Heights
Address 10025 Bunkum Road
Fairview Heights, Illinois 62208
Route FAU Route 9160
County St. Clair
Job No. R-98-020-23
Parcel No. 82023001
P.I.N. No. 03-29.0-209-002

TEMPORARY CONSTRUCTION EASEMENT
(Governmental Entity)

The City of Fairview Heights, a governmental entity organized and existing under and by virtue of the laws of the State of Illinois, (Grantor), for and in consideration of Zero Dollars (\$0), donation, receipt of which is hereby acknowledged, represents that Grantor owns the fee simple title to, and grants and conveys to St. Clair County Transit District, (Grantee), a temporary construction easement for the purpose of grading and for other highway purposes, on, over and through the following described real estate:

Parcel Number: 03-29.0-209-002 (82023001TE)

RE: Temporary Construction Easement

The part of the Northeast Quarter of Section 29, Township 2 North, Range 8 West Third Principal, St. Clair County, Illinois, described as follows:

Commencing at the intersection of the easterly right of line of Bunkum Road and northerly right of way line of S.B.I. Route 12 (Old Lincoln Trail), as described in Deed Book 797 on page 439 and reference being had to the plat thereof in the St. Clair County Recorder's Office in Book 38 on Page 14; thence North 89 degrees 59 minutes 40 seconds East, on said northerly right of way line, 43.26 feet; thence North 00 degrees 08 minutes 35 seconds East, 7.00 feet to the Point of Beginning.

From said Point of Beginning; thence South 89 degrees 59 minutes 40 seconds West, on a line 7.00 feet northerly of and parallel to said northerly right of way line, 14.00 feet; thence North 42 degrees 39 minutes 43 seconds West, 10.30 feet; thence North 00 degrees 08 minutes 35 seconds East, on a line 22.26 feet easterly of and parallel to said easterly right of way line of Bunkum Road, 117.41 feet; thence North 42 degrees 05 minutes 03 seconds East, 25.00 feet; thence North 19 degrees 23 minutes 33 seconds East, 22.65 feet; thence North 50 degrees 00 minutes 14 seconds East, 25.00 feet to the southerly right of way line of F.A.P. Route 13 (a.k.a. U.S. Highway 50/Lincoln Trail), reference being had to the deed thereof in the St. Clair County Recorder's Office in Deed Book 797 on page 439; thence South 00 degrees 00 minutes 00 seconds East, 7.90 feet; thence South 42 degrees 05 minutes 03 seconds West, 33.95 feet; thence South 00 degrees 00 minutes 20 seconds East, 147.87 feet to the Point of Beginning.

Said tract contains 0.0703 acres, more or less or 3,064 sq ft, more or less.

Subject to easement, conditions and restrictions of record.

The above-described real estate and improvements located thereon are herein referred to as the "premises."

The right, easement and privilege granted herein shall terminate two years from the execution of this document, or on the completion of the proposed project, whichever is the sooner.

Grantor shall have and retain all rights to use and occupy the premises and to access Grantor's remaining property, except as herein expressly granted; provided however, that Grantors use and occupation of the premises may not interfere with Grantee's use of the premises for the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land in favor of the Grantee, its successors and assigns, and shall be binding upon the heirs, executors, legal representatives, successors and assigns of Grantor.

Dated this ____ day of _____, _____.

Name of Governmental Entity

By: _____
Signature

ATTEST:

By: _____
Signature

Print Name and Title

Print Name and Title

State of _____)
County of _____) ss

I hereby certify that on this ____ day of _____, _____ this instrument was acknowledged before me in person by _____

(SEAL)

Notary Public

My Commission Expires: _____

PREPARED BY AND RETURN TO:
St Clair County Transit District

PROPOSED RESOLUTION NO. 60-‘26

**A RESOLUTION OF SUPPORT FOR THE CITY TO
INSTALL A DONATED BRONZE PLAQUE ON THE
FRONT OF CITY HALL HONORING THE PLEASANT
VIEW SANATORIUM.**

WHEREAS, the City desires to install a bronze plaque on the exterior front wall of City Hall honoring the Pleasant View Sanatorium, the original purpose of the facility, now known as the City of Fairview Heights’ City Hall; and

WHEREAS, said bronze plaque will be donated to the City for installation by city forces.

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

That the Mayor and the City Council, on behalf of the City of Fairview Heights, understands and supports the donation and installation of the Pleasant View Sanatorium bronze plaque on the exterior front wall of City Hall.

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