RETURN TO AGENDA

Temporary Meeting Location:

Lower Level of the Library

City of Fairview Heights

CITY COUNCIL MEETING AGENDA
Lower Level of Library
10025 BUNKUM ROAD
FAIRVIEW HEIGHTS, IL 62208
October 20, 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

B. Invocation

C. Call to Order

D. Roll Call

E. Public Participation

F. Consent Agenda:
City Council Minutes – October 06, 2026
Finance Director's Report
Presentation of Bills - $3,519,849.10

G. Committee Reports

H. Communications from Mayor

I. Communication from Elected Officials

J. UNFINISHED BUSINESS

None

K. NEW BUSINESS

Proposed Ordinance No. 48-'26 an Ordinance authorizing a redevelopment agreement between the City of Fairview Heights, Illinois and EH&H, LLC for a redevelopment project at 6900 N Illinois Street in the City of Fairview Heights. (Administration Committee)

Proposed Ordinance No. 49-'26 an Ordinance amending Ordinance No. 2022-2026, passed on April 7, 2026 and approved on April 8, 2026; an Ordinance establishing a Budget for the City of Fairview Heights for the Fiscal Year 2026-2027. (Administration Committee)

Proposed Ordinance No. 50-'26 an Ordinance amending Ordinance No. 190, "The Revised Code," Chapter 24, Motor Vehicle Code, Schedule B, Stop and through intersections by adding a stop sign on Conner Circle at Dunhill Drive. (Operations Committee)

Proposed Resolution No. 64-'26 a Resolution authorizing the Mayor, on behalf of the City of Fairview Heights, to enter into an agreement for the purchase and installation of a new boiler for the pool at The REC. (Administration Committee)

Proposed Resolution No. 65-'26 a Resolution authorizing the Mayor to sell TWENTY-ONE (21) United Shield PST SC650 Helmets to Silvis Police Department for one Dollar ($1.00). (Operations Committee)

RETURN TO AGENDA

K. NEW BUSINESS

Proposed Resolution No. 66-'26 a Resolution waiving competitive bidding and authorizing a Sole Source Agreement with Motorola Solution Inc., for a Drone As First Responder (DFR) System for the City of Fairview Heights Police Department in an amount not to exceed $3,999,995.00. (Operations Committee)

Proposed Resolution No. 67-'26 a Resolution amending Resolution No. 4733-2026; A Resolution adopting a complete and current City of Fairview Heights Personnel Code. (Administration Committee)

Proposed Resolution No. 68-'26 a Resolution authorizing the Mayor to enter into a contract on behalf of the City of Fairview Heights with Hank's Excavating & Landscaping Inc. for roadway reconstruction for Cedar Drive, Oak Drive, Elm Drive and Lea Drive. (Operation Committee)

L. MOTION

A motion to appoint Lieutenant James Mason to the Emergency Services and Disaster Agency (ESDA) Director Effective October 20, 2026 through April 30, 2027.

M. ADJOURNMENT

RETURN TO AGENDA

CITY OF FAIRVIEW HEIGHTS
CITY COUNCIL MINUTES
October 06, 2026

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

ROLL CALL

Roll call of Aldermen present: Derrick King, Frank Menn, Josh Frawley, Anthony LeFlore, Brenda Wagner, Barbara Brumfield and Pat Peck. Alderman James Winkeler was absent – unexcused. Alderman Bill Poletti was excused to attend virtual. City Clerk Karen Kaufhold and Attorney Andrew Hoerner were present.

PUBLIC PARTICIPATION

None

CONSENT AGENDA

Alderman Brumfield moved to approve the September 16th, 2026 City Council Meeting Minutes. Seconded by Alderman Frawley.
City Clerk Karen Kaufhold stated that Alderman Pat Peck has pointed out that clerical corrections needed to be made to have her first name added under **Roll Call** and under the **Elected Officials**, to correct the spelling of Sharon's last name to Zajac on the September 16th, 2026 Meeting Minutes.
Roll call on the September 16th, 2026 City Council Meeting Minutes showed Aldermen Poletti, King, Menn, Frawley, LeFlore, Wagner, Brumfield, Peck and Harris voting "Yea". Alderman James Winkeler was absent from the vote. Motion passes with 9 yeas.

COMMITTEE REPORTS

The Mayor announced that the next Administration and Operations Meeting will be on Wednesday, October 14, 2026 at 7:00 P.M.

COMMUNICATIONS FROM THE MAYOR

Mayor Mark shared that the November 11, 2026 Administration and Operations Meeting will be shifted in observance of Veterans Day, he will update us when is date is set. Mayor Kupsky announced the annual Track or Treat will take place at The REC, Friday, October 16th, 2026. Mayor mentioned there will be some traffic delays due to road resurfacing. Mayor Mark informed us that early voting is available at the St. Clair County Court Clerk's Office for the General Election. Mayor briefly described his recent trip to Ireland and the great time he had. Mayor shared that the Police Department is association with the Boy Scouts will host the next Community Event at Edgemont Bible Church on Monday, October 12th, 2026.

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RETURN TO AGENDA

COMMUNICATIONS FROM ELECTED OFFICIALS

Alderman Frawley asked that future Agendas reflect the meeting location change in the upper right-hand corner of the Agenda.

Alderman Pat Peck announced the next Trekking for Trash will be on Saturday, October 10, 2026.

Alderman Barbara Brumfield discussed the good praises she heard about the Community Events sponsored by the Police Department.

UNFINISHED BUSINESS

None

NEW BUSINESS

Proposed Ordinance No. 47-'26 an Ordinance officially naming the property at 9950 Bunkum Rd. "Kupsky Community Park" as a special recognition to honor Mayor Mark Kupsky of Fairview Heights. Motion made by Alderman LeFlore. Seconded by Alderman Menn. Proposed Ordinance No. 47-'26 was read for the first time.
Alderman LeFlore made a motion to advance Proposed Ordinance No. 47-'26 to the second reading. Seconded by Alderman Frawley.
Roll call to advance Proposed Ordinance No. 47-'26 to the second reading showed Aldermen Poletti, King, Menn, Frawley, LeFlore, Wagner, Brumfield, Peck and Harris voting "Yea". Alderman James Winkeler was absent from the vote. Motion passes with 9 yeas.
Roll call on Proposed Ordinance No. 47-'26 showed Aldermen Poletti, King, Menn, Frawley, LeFlore, Wagner, Brumfield, Peck and Harris voting "Yea". Alderman James Winkeler was absent from the vote. Motion passes with 9 yeas.
Proposed Ordinance No. 47-'26 passed on 9 yeas.
Proposed Ordinance No. 47-'26 now becomes **ORDINANCE NO. 2034-2026**

Proposed Resolution No. 61-'26 a Resolution authorizing the Mayor to enter into a purchase agreement with Morrow Brothers for the purchase of a 2026 F-150 Truck for use by the Parks and Recreation Department. Motion made Alderman Wagner. Seconded by Alderman Poletti.
Roll call on Proposed Resolution No. 61-'26 showed Aldermen Poletti, King, Menn, Frawley, LeFlore, Wagner, Brumfield, Peck and Harris voting "Yea". Alderman James Winkeler was absent from the vote. Motion passes with 9 yeas.
Proposed Resolution No. 61-'26 passed on 9 yeas.
Proposed Resolution No. 61-'26 now becomes **RESOLUTION NO. 4741-2026**

Proposed Resolution No. 62-'26 a Resolution authorizing the Mayor to enter into a purchase agreement with Morrow Brothers for the purchase of a 2026 F-350 Truck for use by the Parks and Recreation Department. Motion made Alderman Poletti. Seconded by Alderman Wagner.
Roll call on Proposed Resolution No. 62-'26 showed Aldermen Poletti, King, Menn, Frawley, LeFlore, Wagner, Brumfield, Peck and Harris voting "Yea". Alderman James Winkeler was absent from the vote. Motion passes with 9 yeas.
Proposed Resolution No. 62-'26 passed on 9 yeas.
Proposed Resolution No. 62-'26 now becomes **RESOLUTION NO. 4742-2026**

Proposed Resolution No. 63-'26 a Resolution authorizing the City of Fairview Heights to execute an Agreement for Deed in Lieu of Foreclosure. Motion made Alderman Wagner. Seconded by Alderman Frawley.

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RETURN TO AGENDA

Roll call on Proposed Resolution No. 63-'26 showed Aldermen Poletti, King, Menn, Frawley, LeFlore, Wagner, Brumfield, Peck and Harris voting "Yea". Alderman James Winkeler was absent from the vote. Motion passes with 9 yeas.
Proposed Resolution No. 63-'26 passed on 9 yeas.
Proposed Resolution No. 63-'26 now becomes **RESOLUTION NO. 4743-2026**

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

Meeting adjourned at 7:25 P.M.

Respectfully submitted,

Karen Kaufhold
CITY CLERK

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RETURN TO AGENDA

Memo

To: Mayor & City Council

From: Gina Rader - Director of Finance

CC: City Clerk & Directors

Date: October 15, 2026

Re: Finance Report – October 20, 2026 City Council Meeting

Bill List

The Bill List for September 2026 was presented to the Finance Committee and recommended for forwarding to the October 20, 2026, City Council Meeting. The amount is $ 3,519,849.10.

Sales Tax Report

Attached is the October Sales Tax Report. The City recorded a slight decrease compared to the same period last year, calculated at 1.2% ($8,500.23).

Legislation

- Discussion was held relating to the Conference Center and Field House. The Finance Committee agreed to add $20,000.00 to each facility to begin structuring these accounts.
- Sales Tax Rebate Agreement between Gulf Shores Seafood and Oyster Bar and the City of Fairview Heights was discussed and approved to be forwarded to City Council.

RETURN TO AGENDA

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	$ 705,650.68	-1.2%	$ (8,500.23)
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	$4,172,765.78		$ (112,890.88)
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	$ 695,460.96		

RETURN TO AGENDA

PROPOSED ORDINANCE NO. 48-'26

AN ORDINANCE AUTHORIZING A REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF FAIRVIEW HEIGHTS, ILLINOIS AND EH&H, LLC FOR A REDEVELOPMENT PROJECT AT 6900 N ILLINOIS STREET IN THE CITY OF FAIRVIEW HEIGHTS

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

WHEREAS, EH&H, LLC desires to undertake site improvements at 6900 N Illinois Street, Fairview Heights, IL, 62208 and has entered into an agreement to acquire the real estate underlying the Project Area; and

WHEREAS, the Administration Committee of the City Council met on October 14, 2026 to review the application for the Project and recommended approval of the application to be incorporated into a Redevelopment Agreement; and

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

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

SECTION 1. INCORPORATION OF THE RECITALS

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

SECTION 2. REDEVELOPMENT AGREEMENT

The City Council of the City of Fairview Heights hereby authorizes the mayor to execute the attached Redevelopment Agreement with EH&H, LLC.

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:

RETURN TO AGENDA

READ SECOND TIME:

PASSED:

APPROVED:

_____
MARK T. KUPSKY – MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

_____
KAREN J. KAUFHOLD – CITY CLERK

RETURN TO AGENDA

SALES TAX REBATE AGREEMENT

This Sales Tax Rebate Agreement ("Agreement") is made and entered into this _____ day of _____, 2026 ("Effective Date"), by and between the City of Fairview Heights, an Illinois municipal corporation ("City"), and EH&H LLC, an Illinois limited liability company ("Company").

RECITALS

WHEREAS, the Company intends to conduct and operate a retail food restaurant at 6900 North Illinois Street, Fairview Heights, IL 62208 ("Property"); and

WHEREAS, absent this Agreement, the Company would not be able to operate its retail food restaurant at the Property due to the construction build-out and other costs; and

WHEREAS, the Property which the Company proposes to conduct and operate a retail food restaurant has been vacant for several years; and

WHEREAS, the Company is expected to create jobs within the City; and

WHEREAS, the Company will strengthen the commercial sector of the City.

NOW, THEREFORE, in consideration of the Recitals, the covenants, terms, and conditions hereinafter set forth and other valuable consideration, the receipt and sufficiency of which are acknowledged, it is mutually agreed by the parties hereto as follows:

SECTION I: INCORPORATION OF RECITALS

The foregoing Recitals are hereby incorporated herein as terms and conditions of this Agreement.

SECTION II: DEFINITIONS

A. For purposes of this Agreement, the terms "Sales Tax" or "Sales Tax Revenue" shall mean any and all Retailer Occupation Taxes, Retail Service Occupation Taxes, Retailers Use Tax, Retailers Service Use Tax, or any other "sales tax" or successor tax that may be enacted by the State of Illinois which the City is able to verify by reference to the documents described in Section 4, hereinafter being assessed, accruing, or arising as a result of the Company at the Property and received by the City from the State of Illinois or other such government agency or body created as aforesaid.

B. For the purposes of this Agreement, "Revenue Year" shall mean each twelve month period commencing January 1 and ending December 31 of each calendar year.

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C. For purposes of this Agreement, "Certificate of Occupancy" shall mean a certificate issued by the City authorizing the occupancy of the Property, not on a temporary basis, for the conduct of a business of the Company.

SECTION III: ECONOMIC INCENTIVES

A. It is understood that the Company will generate a Sales Tax Revenue. The Company represents, warrants, and covenants that the Company will comply in all respects with the Retailers Occupation Tax Act, as amended (35 ILCS 115/1 *et seq*.) and the Service Occupation Tax Act, as amended (35 ILCS 120/1 *et seq*.).

B. The Term of this Agreement shall commence as of the Effective Date and shall expire upon the earlier of (i) January 1, 2039, or (ii) the Company receiving Three Hundred Fifty Thousand Dollars ($350,000.00) (the "Expiration Date").

C. Sales Tax Rebate

(1) From the Effective Date to December 31, 2026, the Sales Tax Revenue, if any, shall be shared by the City and the Company equally. Thereafter, during each Revenue Year, the parties agree to the sales tax rebate structure outlined in Exhibit “A” attached hereto, with 2027 being Year 1.

(2) The City shall, during each Revenue Year over the term of this Agreement and subject to Sections 3C(3) and 3C(4), rebate to the Company that portion of the Sales Tax Revenue due to the Company, as set forth in Section 3C(l), if any, ("Rebate") in semi-annual disbursement amounts equivalent to the Company's portion of accrued Sales Tax Revenue, if any, for the immediately preceding six-month period during the term of this Agreement ("Rebate Disbursement Period"); provided, however, the first Rebate Disbursement Period shall commence on the issuance of a Certificate of Occupancy, and the first Rebate in the first Revenue Year shall be due no earlier than the first June 30 date or December 31 date, as the case may be, which is at least six (6) months from the issuance of the first Certificate of Occupancy. The City's obligation to disburse a Rebate to the Company in accordance with this Section 3C(2) shall be subject to the City's prior receipt from the Illinois Department of Revenue of (i) all Sales Tax Revenue attributable to the specific Rebate Disbursement Period for which a Rebate may be due to the Company in accordance with this Agreement, and (ii) a report itemizing or otherwise identifying, in a discernable manner, all Sales Tax Revenue paid to the City as a result of taxable sale activities at the Property ("Sales Tax Report").

(3) The City shall have no obligation to procure the Sales Tax Report from the Illinois Department of Revenue, but the City shall reasonably cooperate with the Company to the extent required by the Illinois Department of Revenue for the Company to provide all information to the Illinois Department of Revenue that may be required for said

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Department to then provide the City with the Sales Tax Report for each Rebate Disbursement Period for each Revenue Year.

(4) The City shall have no obligation to disburse a Rebate for a specific Rebate Disbursement Period if the City does not receive the Sales Tax Report relevant to that specific Rebate Disbursement Period within six (6) months of the date of close of that Rebate disbursement Period for which the Rebate to be distributed to the Company is attributed. In the event that the City does not receive the Sales Tax Report then due within such six (6) month period, the City shall notify the Company of such non-delivery in accordance with Section 15 hereof ("City Notice"). In the event that the City does not receive the Sales Tax Report then due within six (6) months of the date of the City Notice, the City shall be fully entitled to retain the Rebate attributable to the Rebate Disbursement Period for which the Sales Tax Report unreceived by the City relates.

(5) Each Rebate paid to the Company shall be accompanied by a certificate from the City setting forth the determination of Sales Tax Revenue then payable to the Company pursuant to this Agreement.

SECTION IV: SALES TAX REPORTS

A. Concurrent with the filing of any and all reports with the Illinois Department of Revenue or any successor agency, the Company shall furnish or cause to be furnished to the City copies of any and all sales tax returns, sales tax reports, amendments, proof of payment or any other sales tax information filed with the State of Illinois or other applicable governmental entity by the Company at the Property. Such documents shall be sent to the attention of the Finance Director. To the extent permitted by law, the City shall maintain the confidentiality of the information contained in such reports. In addition, prior to any payments to the Company pursuant to this Agreement, the Company shall provide, or cause to be provided to, the State of Illinois with properly executed authorizations granting the City the right to access the sales tax records for the Property. The Company acknowledges and agrees that the provisions of this Agreement shall be a matter of public record, as shall any and all payments made by the City to the Company pursuant to this Agreement. The Company further covenants and agrees that upon the request of the City, the Company shall furnish or cause to be furnished such consents or waivers as may reasonably be required by the Illinois Department of Revenue, including but not limited to, a Consent to Disclosure Statement in form and content satisfactory to the State and the City, in order to release the above-described sales tax information to the City. The Company agrees and acknowledges that any disbursements of the City made pursuant to this Agreement can only be made from and to the extent of the data submitted to the State of Illinois in accordance with this Section.

In the event that any returns or documentation from the Illinois Department of Revenue are delayed, the City may request and the Company shall furnish the City with executed copies of the monthly returns filed with the Illinois Department of Revenue for the operations of the Company at the Property. Whenever the City deems it necessary to the fulfillment of this Agreement, the

City shall have the right to conduct an audit of the books and records of the sales, returns and payments of sales taxes relating to the operation of the Company at the Property, upon the giving to the Company reasonable notice, at reasonable times and at the City's expense.

SECTION V: REIMBURSEMENT MECHANISMS

The City shall remit in full to the Company, or its designee, the Company's share of the Sales Tax Revenue to which the Company is entitled, within sixty (60) days and as determined in Section 3(c). The City shall be liable to the Company for disbursement of monies hereunder only to the extent of the Sales Tax Revenue generated by virtue of the Property and actually received by the City from the Illinois Department of Revenue or other applicable governmental agency or body; provided, however, the City reserves the right to make such earlier and/or additional payments in such amounts and at such times as the City, in its sole discretion, deems appropriate. Any payments due the Company pursuant to this Agreement shall be reduced by an amount equal to all collection fees imposed upon the City by the State of Illinois or the Illinois Department of Revenue or other applicable governmental agency or body, for collection of Sales Tax Revenue generated by the Property.

SECTION VI: CASUALTY/EXTENSION OF TERM

If the retail operations of the Company at the Property cease due to casualty or force majeure, then, in each case, provided the conditions set forth in Section 14 hereof have been satisfied, the term of this Agreement shall be automatically extended for a period equal to the period commencing on the date of said casualty, or the date said force majeure commences (as applicable), through the date of final completion of the reconstruction of said improvements and re-opening of the tax generating business, or the date of cessation of said force majeure (if applicable), and the City's payment obligations hereunder shall, with respect to the City's Tax Revenue Share arising or accruing during said extended term, continue for said period.

SECTION VII: MUTUAL ASSISTANCE

The Company and the City agree to do all things practicable and reasonable to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out its terms; provided, however, that no party will be obligated to incur or assume any liability or cost not otherwise expressly provided for herein.

SECTION VIII: DEFAULT REMEDIES/TERMINATION

Except as otherwise provided in this Agreement, in the event of any default or breach of this Agreement or any terms or conditions by any party hereto, including but not limited to noncompliance with the sales tax rebate structure outlined in Exhibit "A" attached hereto, such party shall, upon written notice from the non-defaulting party, proceed promptly to cure or remedy such default or breach within sixty (60) days after receipt of such notice. If any such default is incapable of being cured within said sixty (60) day period, and the defaulting party commences to

cure the default within said sixty (60) day period and proceeds with due diligence, then such party shall not be deemed in default under this Agreement. In case any action hereunder is not taken or not diligently pursued or the default or breach shall not be cured within the above period(s), the non-defaulting party may terminate this Agreement. In addition, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, an action to restrain any such default or breach of its obligations, an action to compel specific performance by the party in default or breach of its obligations, an action to recover damages against any party liable pursuant to the provisions hereof, or any other action at law or in equity and shall have the right to recover all costs and expenses. Except as otherwise set forth in this Agreement, the rights and remedies of the parties to this Agreement, whether provided by law or this Agreement, shall be cumulative and the exercise by any party of any one or more of such remedies shall not preclude the exercise by it at the same time or different times of any other remedies for the same default or breach by any other party. Any delay by any party in instituting or prosecuting any actions or proceedings or asserting its rights under this Agreement shall not operate as a waiver of such rights in any way; it being the intent of this provision that such party should not be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedies provided in this Agreement because of the default involved. No waiver made by any party with respect to any specific default by any other party under this Agreement shall be construed as a waiver of rights with respect to any other default by the defaulting party under this Agreement or with respect to the particular default except to the extent specifically waived in writing.

SECTION IX: CESSATION OF COMPANY BUSINESS AT THE PROPERTY

Within sixty (60) days from the date the Company ceases its business at the Property, except as provided herein at Section 6, the Company shall reimburse the City for all of the Rebate payments made by the City to the Company pursuant to Section 3C(l). Provided, however, the City may agree to waive the Company's reimbursement if another retail food establishment leases or purchases the Property and expressly agrees with the City to be bound by the terms of this Agreement for the remainder of its term. The City, in its sole discretion, may refuse to accept the proposed new retail food establishment, in which event, the Company shall reimburse the City as provided for herein, within the time herein provided.

SECTION X: ENTIRE AGREEMENT

This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the Company and the City relative to the subject matter hereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than those herein set forth.

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SECTION XI: SURVIVAL OF TERMS, BINDING UPON SUCCESSORS

The covenants, terms, conditions, representations, warranties, agreements and undertakings set forth in this Agreement (and specifically including, without limitation, those covenants, terms, conditions, representations, warranties, agreements and undertakings which survive the termination of this Agreement) shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assignees, sub-lessees and legal representatives. Provided, however, an assignment by the Company shall require the express written consent of the City which consent shall not be unreasonably withheld.

SECTION XII: GOVERNING LAW

This Agreement is governed by and will be construed in accordance with the laws of the State of Illinois. The parties hereby consent to Illinois jurisdiction and agree that any litigation concerning this Agreement must be brought in the Circuit Court of St. Clair County, Illinois.

SECTION XIII: SUPPLEMENTAL AGREEMENTS

The parties agree to cooperate in order to execute such supplemental agreements, memoranda and similar documents as may reasonably be deemed necessary to implement the terms of this Agreement.

SECTION XIV: FORCE MAJEURE

Performance by any party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes or lack of transportation. An extension of time for any such cause shall be for the period of the delay, which period shall commence to run from the time of the commencement of the cause, provided that written notice by the party claiming such extension is sent to the other party not more than twenty (20) days after the commencement of the cause or not more than twenty (20) days after the party claiming such extension could have first reasonably recognized the commencement of the cause, whichever is later. Force majeure shall not include economic hardship or commercial or economic frustration of purposes.

SECTION XV: NOTICES

Any notice required to be given in this Agreement will be in writing and either delivered personally or sent postage prepaid by certified United States mail, return receipt requested, addressed, if to the Company, to _____, and if to the City, to Mayor Mark Kupsky at City Hall, 10025 Bunkum Road, Fairview Heights, Illinois 62208, with a copy to Becker, Hoerner & Ysursa, P.C., 5111 West Main Street, Belleville, IL 62226. Either party may designate a different address for notices by written notice to the other party.

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SECTION XVI: SEVERABILITY

If any provision, condition, covenant or other clause, sentence or phrase of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be deemed to be excised and the invalidity thereof shall not affect any other provision, condition, covenant or other clause, sentence or phrase contained herein. Notwithstanding the foregoing, if any such invalid provision goes to the essence of this Agreement so that the purposes of the Agreement cannot be fulfilled, then this Agreement shall terminate as of the date of such judgment.

SECTION XVII: CITY APPROVAL

This Agreement is subject to the approval of the City of Fairview Heights City Council. A certified copy of the ordinance or resolution (or other City action) approving the terms and conditions of this Agreement and authorizing and directing the City to execute this Agreement on behalf of the City, certified by the City Clerk, shall be provided to the Company.

SECTION XVIII: AMENDMENTS

This Agreement may be amended from time to time only by written agreement between the parties hereto.

SECTION XIX: REPRESENTATIONS, WARRANTIES AND COVENANTS

A. The Company represents, warrants, and covenants, as of the date of this Agreement, as follows:

(1) The Company is an Illinois Limited Liability Company duly organized, validly existing, qualified to do business in Illinois;

(2) The Company has the right, power and authority to enter into, execute, deliver and perform this Agreement;

(3) The execution, delivery and performance of this Agreement by the Company has been duly authorized by all necessary corporate action, and does not and will not violate its Operating Agreement, any applicable provision of law, or constitute a breach of, default under or require any third-party consent under any agreement, instrument or documents to which the Company is a party or by which the Company is now or may become bound.

B. The City of Fairview Heights, an Illinois municipal corporation, represents, warrants and covenants, as of the date of this Agreement and throughout the term of this Agreement, as follows:

(1) The City has the right, power and authority to enter into, execute, deliver and perform this Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Agreement.

DRAFT

(2) The individuals executing this Agreement on behalf of the City have the power and authority to execute and deliver the Agreement on behalf of the City.

(3) The execution, delivery and performance of this Agreement (i) is not prohibited by any requirement of law or under any contractual obligation of the City; (ii) will not result in the breach or default under any agreement to which the City is a party or to which the City in whole or in part is bound; and (iii) will not violate any restriction, court order, or agreement to which the City is subject.

SECTION XX: THIRD PARTIES

Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other persons other than the City and the Company, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to either the City or the Company, nor shall any provision give any third parties any rights of subrogation or action over or against either the City or the Company. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.

SECTION XXI: INDEMNIFICATION

To the extent permitted by applicable law and without waiving sovereign immunity, each party to this Agreement shall indemnify, defend, and hold harmless the other party and its affiliated corporations, and their directors, officers, elected officials, agents and employees from and against any and all damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees) incurred in connection with claims or demands for damages to the extent arising from or caused by the indemnifying party's acts or omissions or those of its directors, officers, elected officials, agents and employees in connection with the subject matter of this Agreement or any of the Agreement's terms.

SECTION XXII: LIMITED LIABILITY OF CORPORATE AUTHORITIES

The parties hereto acknowledge and agree that the individuals who are members of the group constituting the corporate authorities of the City are entering into this Agreement in their corporate capacities as members of such group and shall have no personal liability in their individual capacities.

[remainder of page intentionally left blank]

DRAFT

RETURN TO AGENDA

The parties agree to the above terms by signing below.

City of Fairview Heights, Illinois

By:_____
Mark T. Kupsky
Mayor

Attest:_____
Karen Kaufhold
Clerk

EH&H LLC

By:_____

DRAFT

RETURN TO AGENDA

ORDINANCE NO. 49-‘26

AN ORDINANCE AMENDING ORDINANCE NO. 2022-2026, PASSED ON APRIL 7, 2026 AND APPROVED ON APRIL 8, 2026; AN ORDINANCE ESTABLISHING A BUDGET FOR THE CITY OF FAIRVIEW HEIGHTS FOR THE FISCAL YEAR 2026-2027

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and City Council of the City of Fairview Heights, St. Clair County, Illinois, as follows:

Section 1. Amendment. Amendment of Ordinance No. 2022-2026, passed April 7 2026, and approved April 8, 2026, by creating expense and new accounts for The Field House, $20,000; and

Section 2. Amendment. Amendment of Ordinance No. 2022-2026, passed April 7, 2026, and approved April 8, 2026, by creating expense and new accounts for the Conference Center, $20,000.

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

PASSED AND APPROVED this _____ day of _____, 2026.

YEAS:

NAYS:

ABSENT:

FIRST TIME READ:

SECOND TIME READ:

PASSED:

APPROVED:

RETURN TO AGENDA

_____
Mark Kupsky, Mayor
City of Fairview Heights

ATTEST:

_____
Karen Kaufhold, City Clerk

RETURN TO AGENDA

PROPOSED ORDINANCE NO. 50-'26

AN ORDINANCE AMENDING ORDINANCE NO. 190, "THE REVISED CODE," CHAPTER 24, MOTOR VEHICLE CODE, SCHEDULE B, STOP AND THROUGH INTERSECTIONS BY ADDING A STOP SIGN ON CONNER CIRCLE AT DUNHILL DRIVE.

WHEREAS, it has been determined to be in the best interest of the motoring public in the City of Fairview Heights and for the safety, welfare and protection of the residents of the City of Fairview Heights to amend Ordinance No. 190, "THE REVISED CODE," Chapter 24, Motor Vehicle Code, Schedule B, STOP AND THROUGH INTERSECTIONS.

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

SECTION 1. AMENDMENT. Amendment of Ordinance No. 190, "THE REVISED CODE," Chapter 24, MOTOR VEHICLE CODE, SCHEDULE B, STOP AND THROUGH INTERSECTIONS, is hereby amended by adding in alphabetical order as follows:

STOP SIGN INTERSECTION FOR WESTBOUND TRAFFIC ON CONNER CIRCLE AT DUNHILL DRIVE

SECTION 2. PASSAGE. This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

READ FIRST TIME:

READ SECOND TIME:

RETURN TO AGENDA

PASSED:

APPROVED:

PUBLISHED:

_____
MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

_____
KAREN J. KAUFHOLD – CITY CLERK

RETURN TO AGENDA

CITY OF FAIRVIEW HEIGHTS
PUBLIC WORKS DEPARTMENT

INTEROFFICE MEMO

TO: Steve Johnson, Chief of Police

FROM: John Harty

RE: Stop Sign on Connor Circle at Dunhill Drive

DATE: October 8, 2026

It has been recently reported that there is some resident/motorist concern about the need for a stop sign at the intersection of Connor Circle and Dunhill Drive in the Fountains Subdivision. This Department concurs with this concern and, as such, recommends the installation of a stop sign that provides for the stop condition on Connor Circle with the priority given to Dunhill Drive.

Please let me know when you have the Ordinance in place and this Department will be happy to install the sign.

Contact me with questions or concerns.

Sincerely,

John S. Harty
Director of Public Works

cc: Tom Quirk
Pae Tolliver

RETURN TO AGENDA

PROPOSED RESOLUTION NO. 64-'26

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY OF FAIRVIEW HEIGHTS, TO ENTER INTO AN AGREEMENT FOR THE PURCHASE AND INSTALLATION OF A NEW BOILER FOR THE POOL AT THE REC

WHEREAS, the City of Fairview Heights has determined that a new boiler is necessary to adequately heat the swimming pool at The REC; and

WHEREAS, the City is currently soliciting bids from qualified vendors for the purchase and installation of a new boiler; and

WHEREAS, the City Council desires to authorize the Mayor to enter into an agreement with a qualified vendor upon review and selection of an acceptable bid, at a cost not to exceed Eighty-Five Thousand Dollars and No Cents ($85,000.00).

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

The Mayor is hereby authorized and directed, on behalf of the City of Fairview Heights, to enter into an agreement with a qualified vendor for the purchase and installation of a new boiler for the swimming pool at The REC, following the review and selection of an acceptable bid, in an amount not to exceed Eighty-Five Thousand Dollars and No Cents ($85,000.00).

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

PASSED:

APPROVED:

RETURN TO AGENDA

_____
MARK T. KUPSKY, MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

_____
KAREN KAUFHOLD, CITY CLERK

RETURN TO AGENDA

PROPOSED RESOLUTION NO. 65-‘26

A RESOLUTION AUTHORIZING THE MAYOR TO SELL TWENTY-ONE (21) UNITED SHIELD PST SC650 HELMETS TO SILVIS POLICE DEPARTMENT FOR ONE DOLLAR ($1.00)

WHEREAS, the Police Department has determined that (21) United Shield PST SC650 Helmets have attained a condition where they do not meet the Police Department needs.

WHEREAS, the Silvis Police Department, 600 Illini Drive, Silvis, Illinois 61282 is in need of the aforementioned helmets for their personnel.

WHEREAS, twenty-one (21) helmets with the following inventory tracking numbers and/or serial number will be sold: 40380, 40382, 40383, 40384, 40385, 40386, 40387, 40389, 40390, 40392, 40393, 40395, 40398, 40402, 40405, 40408, 40411, 40412, 40658, 40969, H1100005.

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

That the Mayor be and is hereby authorized to sell twenty-one (21) United Shield PST SC650 Helmets to Silvis Police Department for One Dollar ($1.00).

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

PASSED:

APPROVED:

RETURN TO AGENDA

_____

MARK T. KUPSKY, MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

_____

KAREN KAUFHOLD, CITY CLERK

RETURN TO AGENDA

PROPOSED RESOLUTION NO. 66-‘26

A RESOLUTION WAIVING COMPETITIVE BIDDING AND AUTHORIZING A SOLE SOURCE AGREEMENT WITH MOTOROLA SOLUTION INC., FOR A DRONE AS FIRST RESPONDER (DFR) SYSTEM FOR THE CITY OF FAIRVIEW HEIGHTS POLICE DEPARTMENT IN AN AMOUNT NOT TO EXCEED $399,995.00 OVER A 5 YEAR PEROID.

The Department seeks to improve emergency response times, officer and public safety, and situational awareness by deploying a Drone as First Responder (“DFR”) program that launches an unmanned aircraft system to calls of service ahead of, or in support of, responding officers; and

The Department had determined, through research, that utilizing technology including unmanned air support devices, i.e. drones, to assist the City with responding to and the apprehension of criminals would be an efficient use of resources; and

Motorola Solution, Inc., in collaboration with BRINC Drones, Inc. (“BRINC”), offer a DRF Takeoff Program, where Motorola Solution Inc. is an enterprise technologies developer and BRINC is a hardware and service company; and

St. Clair County Emergency Telephone System Board (ETSB) is acquiring a regional BRINC DFR system from Motorola Solutions, for deployment at multiple locations through the region; and

The County’s DFR system operates on BRINC’s proprietary software platform and is integrated into the County’s GEO-Comm 9-1-1 mapping system, which provides computer aided dispatch (“CAD”) with location reference, and no other vendor’s equipment or software can connect to, share data with, or be dispatched through that platform; and

RETURN TO AGENDA

Acquiring a compatible BRINC system will allow the City's DFR operation to integrate seamlessly with the County's 9-1-1 mapping system, enabling shared situation awareness, coordinated dispatch, and mutual aid across jurisdictional boundaries, and avoiding the cost and operational risk of a separate, incompatible system; and

The proposed agreement with Motorola Solution Inc. outlines that the first year of the contract term there is no cost and includes the right to exercise termination for the convenience at any point with the first year, and the paid period starts at the beginning of the first renewal subscription year.

Staff request the committee approve and send to council allowing the Mayor to enter into an agreement with Motorola Solution, Inc., 500 W. Monroe Street, Chicago, IL 60661, for the purchase of the BRINC Takeoff Program totaling ($399,000.00), with first year free ($0.00) and subsequent installments of ($79,999.00) at the beginning of each subsequent year of the program (5-years).

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

That the Mayor be authorized to enter into an Agreement with Motorola Solutions Inc., 500 W Monroe Street, Chicago, IL 60661, for the purchase of the Drone as a First Responder ("BRINC Takeoff Program") system, for a budget in year one not to exceed EIGHTY THOUSAND DOLLARS ($80,000.00), pursuant to the current quote attached hereto, made a part hereof and marked "EXHIBIT A"

RETURN TO AGENDA

READ FIRST TIME:

READ SECOND TIME:

PASSED:

APPROVED:

_____

MARK T. KUPSKY – MAYOR

CITY OF FAIRVIEW HEIGHTS

ATTEST:

_____

KAREN J KAUFHOLD

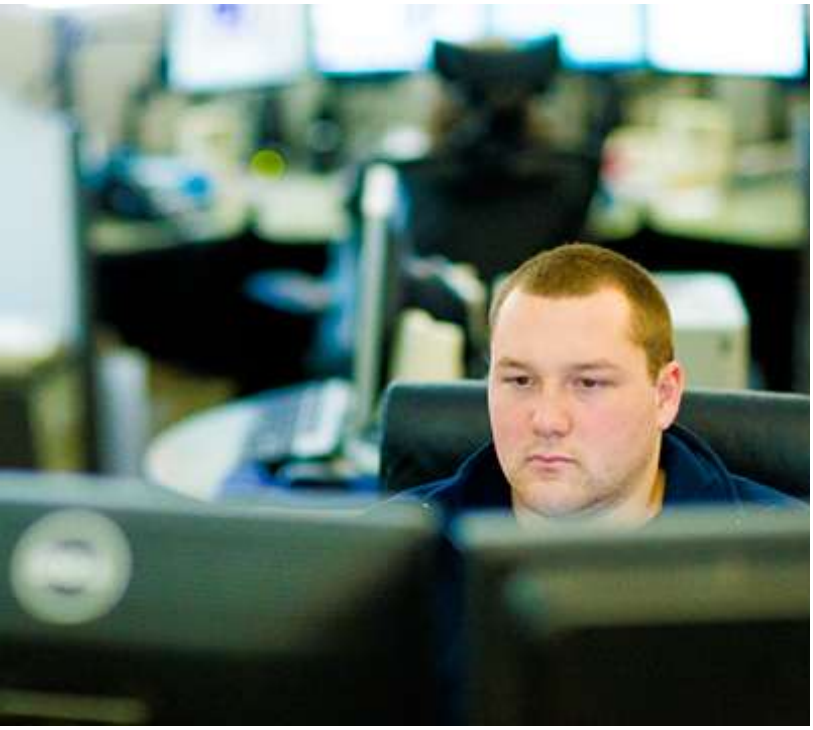
CITY CLERK

MOTOROLA SOLUTIONS

RETURN TO AGENDA

QUOTE-3781482







FAIRVIEW HEIGHTS, CITY OF

Fairview Heights IL (1) Responder DFR + Takeoff

08/21/2026

The design, technical, pricing, and other information ("Information") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.
MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2020 Motorola Solutions, Inc. All rights reserved.

RETURN TO AGENDA

MOTOROLA SOLUTIONS

QUOTE-3781482

08/21/2026

FAIRVIEW HEIGHTS, CITY OF
10025 BUNKUM RD
FAIRVIEW HEIGHTS, IL 62208

RE: Motorola Quote for Fairview Heights IL (1) Responder DFR + Takeoff

Dear Lt. Wade Gummersheimer,

We're excited to present the BRINC MSI Takeoff Program, built in partnership between BRINC and Motorola Solutions to give every public safety agency access to a reliable, cost-effective, and purpose-built air program. Too often, agencies are forced to choose between expensive aviation solutions or tools not designed for the realities of public safety work. The Takeoff Program changes that. Together with BRINC, we're making it simple for agencies to stand up Drone as First Responder (DFR) programs that:

- Fit within real budgets with the first year at no cost
- Rely on technology built for first responders, not adapted from consumer or inspection hardware
- Integrate directly into existing Motorola systems like Command Central Software, radios and ALPR
- Include full training and support so teams are mission-ready from day one

We believe every community deserves the benefits of a DFR program—safer officers, lower response times, and better outcomes for the public. The Takeoff Program helps make that possible for every agency ready to deploy an air program. We are confident that Motorola Solutions' ongoing commitment to safety, innovation, and mission-critical performance, combined with BRINC's cutting-edge drone technology, will deliver significant value to your operations.

This offer is subject to the attached Products Agreement and TAKEOFF Program Addendum, and expires 60 days from the date of this letter.

Please let us know when we can schedule time to review this proposal in more detail. Thank you for your leadership and commitment to serving your community. We're honored to support you.

Sincerely,

Greg Ehrsam

Manager Strategic Alliance Partner Sales, Central US & Canada

MOTOROLA SOLUTIONS

QUOTE-3781482
Fairview Heights IL (1) Responder DFR + Takeoff

Billing Address:
FAIRVIEW HEIGHTS, CITY OF
10025 BUNKUM RD
FAIRVIEW HEIGHTS, IL 62208
US

Shipping Address:
FAIRVIEW HEIGHTS, CITY OF
10025 BUNKUM RD
FAIRVIEW HEIGHTS 62208 0001
FAIRVIEW HEIGHTS, IL 62208
US

Quote Date:08/21/2026
Expiration Date:10/20/2026
Quote Created By:
Greg Ehrsam
Manager Strategic Alliance Partner
Sales, Central US & Canada
Greg.Ehrsam@
motorolasolutions.com
612-597-7269

End Customer:
FAIRVIEW HEIGHTS, CITY OF
Lt. Wade Gummersheimer
gummersheimer@fairviewpd.org
(618) 489-2151

Payment Terms:30 NET

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
	BRINC						
1	DSBCRDFR1TO	RESPONDER SINGLE SITE DFR TAKEOFF	1		$0.00	$0.00	$0.00
2	PSV00S06087A	RESPONDER SINGLE SITE TAKEOFF INSTALLATION	1		Included	Included	Included
3	PSV00S06086A	RESPONDER SINGLE SITE TAKEOFF TRAINING	1		Included	Included	Included
4	PSV00S06085A	RESPONDER SINGLE SITE DFR TAKEOFF HW	1		Included	Included	Included
5	SSV00S06157A	RESPONDER SINGLE SITE DFR TAKEOFF PROGRAM	1	1 YEAR	Included	Included	Included
6	SSV00S06125A	RESPONDER SINGLE SITE DFR SOFTWARE	1	1 YEAR	Included	Included	Included
7	SSV00S06156A	RESPONDER SINGLE SITE DFR TAKEOFF SUBSCRIPTION	1	1 YEAR	$0.00	$0.00	$0.00
8	SSV00S06126A	RESPONDER SINGLE SITE DFR WARRANTY	1	1 YEAR	Included	Included	Included
	BRINC						

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

MOTOROLA SOLUTIONS

QUOTE-3781482
Fairview Heights IL (1) Responder
DFR + Takeoff

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
9	PSV00S05801A	RESPONDER SINGLE SITE REFRESH 1	1		Included	Included	Included
10	PSV00S05802A	RESPONDER SINGLE SITE REFRESH 2	1		Included	Included	Included
11	SSV00S06125A	RESPONDER SINGLE SITE DFR SOFTWARE	1	5 YEAR	Included	Included	Included
12	SSV00S05776A	RESPONDER SINGLE SITE DFR SUBSCIPTION	1	5 YEAR	$399,994.80	$399,995.00	$399,995.00
13	SSV00S06126A	RESPONDER SINGLE SITE DFR WARRANTY	1	5 YEAR	Included	Included	Included

Grand Total $399,995.00(USD)

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

MOTOROLA SOLUTIONS

QUOTE-3781482
Fairview Heights IL (1) Responder
DFR + Takeoff

Pricing Summary

		Payment Term	Upfront Sale Price
Upfront Costs*			
			$0.00
Upfront Subscription Fee			
	BRINC	Annually	$0.00
Sub Total:			**$0.00**

		Payment Term	Sale Price	Annual Sale Price
Year 2 Subscription Fee				
	BRINC	Annually	$79,999.00	$79,999.00
Year 3 Subscription Fee				
	BRINC	Annually	$79,999.00	$79,999.00
Year 4 Subscription Fee				
	BRINC	Annually	$79,999.00	$79,999.00
Year 5 Subscription Fee				
	BRINC	Annually	$79,999.00	$79,999.00
Year 6 Subscription Fee				
	BRINC	Annually	$79,999.00	$79,999.00
Sub Total:				**$399,995.00**

Grand Total System Price (Inclusive of Upfront and Annual Costs)	**$399,995.00**

**Upfront costs include the cost of Hardware, Accessories and Implementation, where applicable.*

Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- This quote contains items with approved price exceptions applied against them.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

FEATURE DESCRIPTION - BRINC RESPONDER

RESPONDER

The world's first purpose-built 911 response drone, Responder is a powerful aerial tool made right here in the USA for public safety agencies.

40x Total Zoom

Provides detailed imagery even from a considerable distance, enhancing mission capabilities.

640 px Thermal Camera

Makes it easy to identify people or see fire through smoke and provides situational awareness even in low or no light conditions.

Mobile Communication Hub

Integrated loudspeaker (with siren function) and microphone allow communication for negotiations and emergency announcements.

Emergency Payload Dropper

Deploy AEDs, Narcan, EpiPens, PFDs and other lifesaving payloads.



IPX4 Water Resistant	Integrated 2-Way Comms with Loudspeaker	Emergency Lights and Siren
Forward Obstacle Avoidance	Attachment Rail	Mesh Networking

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Solution Description - Drone as First Responder

How It Works

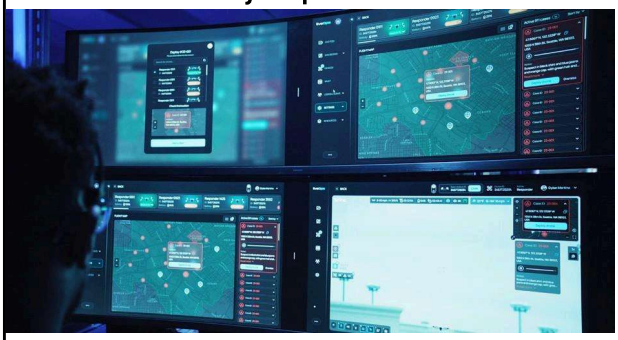
Utilizing strategically positioned drones operated by remote pilots, the BRINC DFR solution provides **advanced air support capabilities**.

These drones are designed to arrive on scene ahead of traditional patrol units, delivering real-time situational awareness and enhancing response effectiveness.

01
Call for service received.



02
Drone automatically responds.



03
Drone provides live video feed with the capability for two way communication.



04
Drone autonomously returns to Station and lands.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Measures of Success

Agencies adopting **Drone as First Responder (DFR)** programs have seen significant improvements in response times, situational awareness, and resource efficiency. By deploying drones within seconds of an emergency call, agencies can assess incidents faster, reduce risks to first responders, and make data-driven decisions that enhance public safety.

- 70 seconds - average on scene availability
- 25% of calls resolved without dispatching officers
- 54% quicker human response times as drones clear non-priority calls
- More than 700 public safety agencies fly BRINC drones

With the BRINC Drone as First Responder solution public safety agencies will see an immediate impact

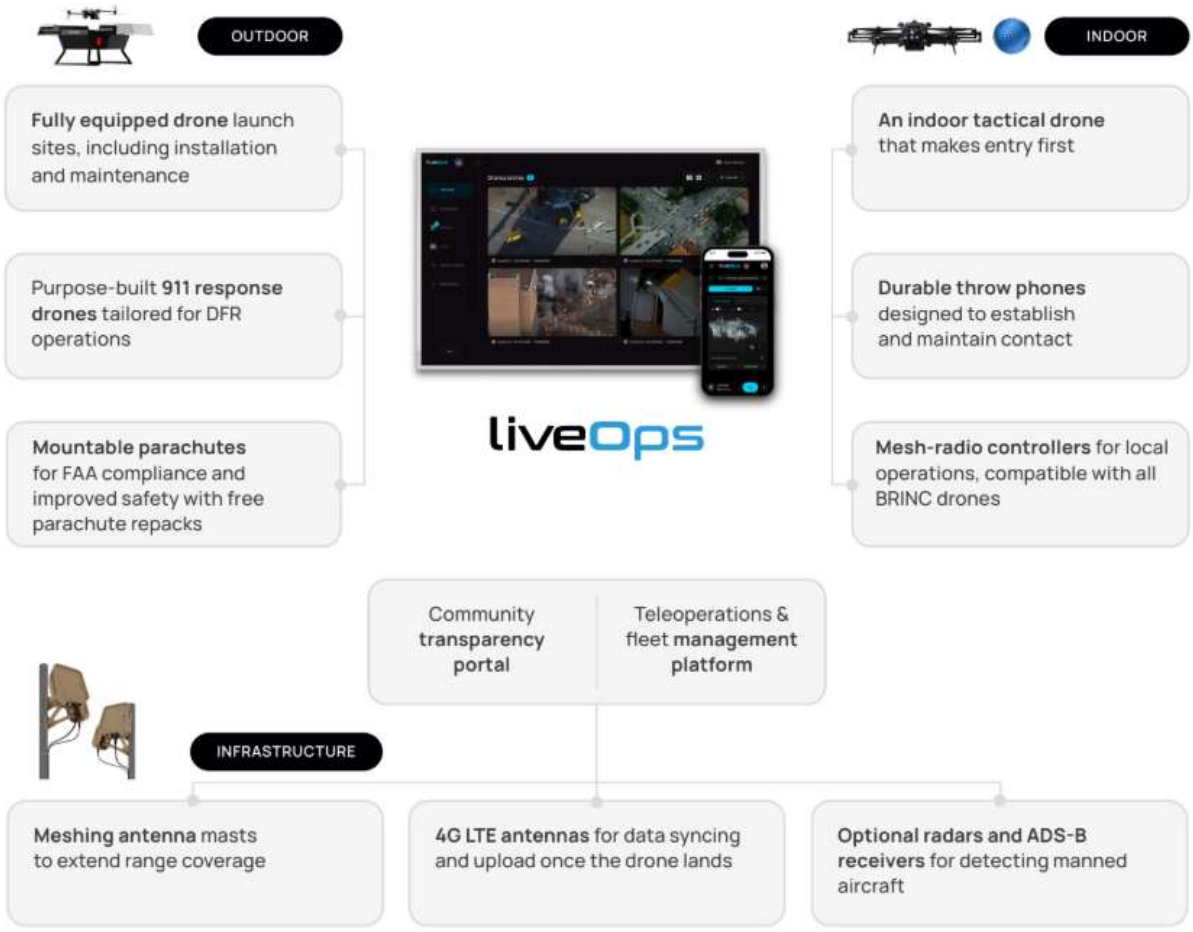
Increase Officer Safety	Reduce Use of Force	Deliver Lifesaving Payloads
		
Get eyes and ears in dangerous situations without risking lives and before officers arrive	Create distance and slow down the speed of operations with technology	Make Narcan, AEDs, EpiPens and other equipment available anywhere in seconds

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

DFR Solution Overview

BRINC builds drone solutions for public safety agencies that empower first responders with technology to safeguard their communities.

Integrated Software Solution



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Hardware

Responder

The world's first purpose-built 911 response drone, Responder is a powerful aerial tool made right here in the USA for public safety agencies.

40x Total Zoom

Provides detailed imagery even from a considerable distance, enhancing mission capabilities.

640 px Thermal Camera

Makes it easy to identify people or see fire through smoke and provides situational awareness even in low or no light conditions.

Mobile Communication Hub

Integrated loudspeaker (with siren function) and microphone allow communication for negotiations and emergency announcements.

Emergency Payload Dropper

Deploy AEDs, Narcan, EpiPens, PFDs and other lifesaving payloads.



IPX4 Water Resistant	Integrated 2-Way Comms with Loudspeaker	Emergency Lights and Siren
Forward Obstacle Avoidance	Attachment Rail	Mesh Networking

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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Responder Station

The Responder Station launches, protects and recharges Responder drones.

Temperature Controlled

Optimizes battery charging and protects electronics.

Weather Resistant

Ensures reliable performance in challenging climates.

Simple Infrastructure

Resistant to erosion. Increases reliability.

25 Minutes

How long it takes to charge from 10% to 90%.



<5 Sec Deployment Time	Large Vehicle Mountable	Starlink / Solar Compatible	Standard Power Input
Weather Resistant	Charge 10 to 90% in 25 Minutes	Corrosion Resistant	Integrated HVAC

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

DFR Infrastructure

BRINC provides additional infrastructure to make your DFR operations more reliable through redundancy and advanced BVLOS operations. We cover the installation and maintenance for all DFR infrastructure elements.

DFR Antenna Masts

Extend range coverage of our mesh networking system.

ADS-B Receivers

Detect manned aircraft.

Optional Radars

Another way to detect manned aircraft.



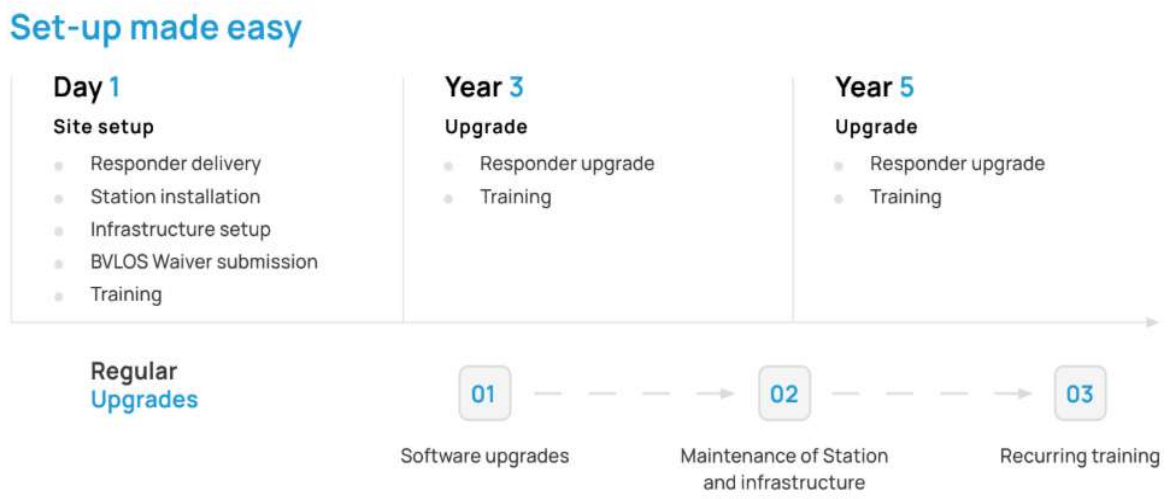
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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Services

DFR Safeguard Program

Unlimited Repair and Replace. You own the hardware. When upgraded, the Unlimited Repair and Replace warranty transfers to the latest hardware.

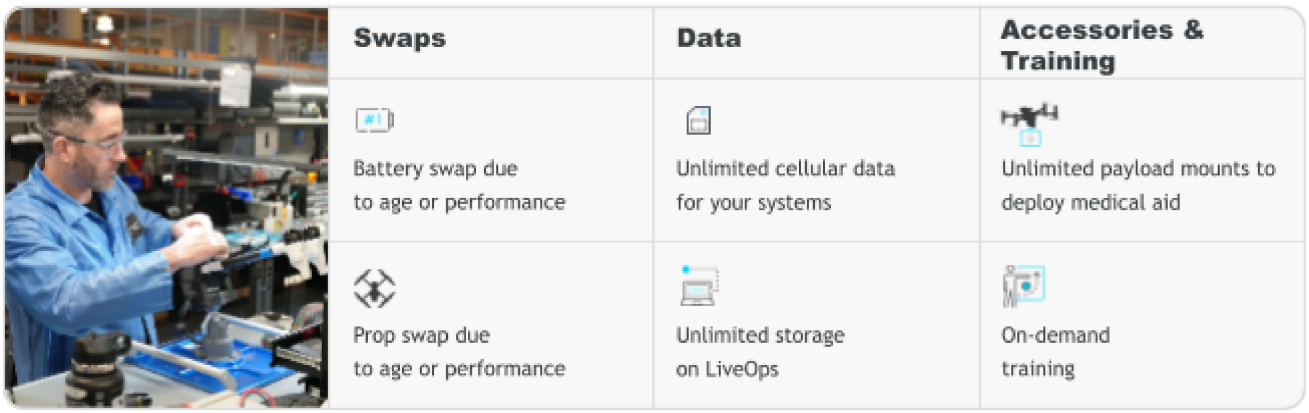


MISSION-CRITICAL. MISSION-RELIABLE. MISSION-READY.

Drone destroyed during a mission? With Unlimited

Repair & Replace, first you get a loaner, then you get a new unit.

Safeguard ensures operational success



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FEATURE DESCRIPTION - BRINC LEMUR 2

LEMUR 2

Designed to enter dangerous situations and keep people safe, Lemur 2 is the ultimate tool to gain intel, communicate, and de-escalate.

Day/Night/ Thermal Sensors

Gain situational awareness in the toughest conditions.

Glass Breaker

This attachment provides effective entry into structures and ventilation of buildings.

Integrated Loudspeaker & Microphone

Transforms the drone into a mobile communication hub for negotiators.

LiDAR Sensors

Produce real-time floor plans while the drone is in flight by streaming data directly to the controller.



360° Position Hold	Real-Time Floorplans	2-Way Comms
Live Transcriptions	Flood and Strobe Lights	Livestream Off-Site

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STATEMENT OF WORK - BRINC DRONE AS A FIRST RESPONDER IMPLEMENTATION

Motorola is providing the BRINC solution, as set out below.

BRINC Drone as First Responder (DFR) Implementation

Term: This SOW is effective as of the Effective Date and will continue unless terminated earlier pursuant to the Agreement.

This Statement of Work ("SOW") is governed by the Agreement (the "Agreement") entered into between Motorola and Customer. All definitions not defined herein shall have the meaning set forth in the Agreement (including its addenda or riders). In the event of a direct conflict between this SOW and the Agreement, this SOW will control solely with respect to the services and deliverables described herein. Terms used but not defined in this SOW have the meanings set forth in the Agreement.

PURPOSE & SCOPE

This SOW defines the roles, responsibilities, deliverables, acceptance criteria, and project governance for the implementation of a Drone as First Responder (DFR) program powered by BRINC LiveOps software and BRINC UAS hardware. The objective is to deploy an operational DFR capability, including fixed launch sites, teleoperations (where applicable), training, and support.

DEFINITIONS

DFR: Drone as First Responder operational model, designed to enable rapid Unmanned Aircraft System (UAS) response to calls for service.

Go-Live: The date on which the Customer begins live operational use of the BRINC DFR solution.

CIQ: Customer Input Questionnaire used to capture configuration, networking, and deployment specifics.

DESCRIPTION OF SERVICES

Implementation Services

BRINC will perform the implementation tasks described herein to prepare the Customer's environment for full DFR functionality, including the following:

- DFR Solution Design & Configuration (subdomain creation, network configuration, geofencing, RF/EMF analysis).
- Hardware & Software Deployment (BRINC UAS, docking station if applicable, LiveOps SaaS activation).
- Training for System Administrators, Pilots in Command (PIC), and Teleoperators.
- Support (24x7x365).
- Project Documentation & Handover (CIQ, IP plans).

Warranty and Replacement Policy:

BRINC offers the Warranty and Replacement Policy for Equipment sold to Customer pursuant to the Agreement that is manufactured or supplied by BRINC (the "BRINC Equipment"), as set forth on Schedule A.

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SYSTEM REQUIREMENTS

The Hosted Services are cloud-based and provided over the internet. Customer must provide all equipment and software necessary to connect to the Services, including:

- Dedicated bandwidth minimum of 30 Mbps upload and 30 Mbps download at each teleoperator and launch site location, with IT firewall profile configuration allowing required ports/IP ranges for BRINC internet traffic.
- DFR launch and related infrastructure sites provided and equipped as specified in Schedule C.
- Part 107 certified pilots (or equivalent regulatory authorization).
- Hardware required to support BRINC operations (ability to launch browser).

ROLES & RESPONSIBILITIES

BRINC Obligations.

Motorola will engage BRINC to provide:

- Project Management
  - Lead project planning, execution, reporting, and closure.
  - Coordinate technical clarification, CIQ completion, configuration, staging, deployment, and acceptance activities.
- Configuration Documentation
  - Provide BRINC configuration documents and coordinate with Customer IT on necessary settings.
- Support
  - Provide 24x7x365 support channels (Intercom, phone, email) through BRINC, as set forth on Schedule B.
- Limitations / Disclaimers
  - BRINC procures cloud hosting from third-party vendors and is not responsible for interruptions or breaches caused by such providers, subject to applicable law and the Agreement.
- Solution Design & Environment Prep
  - Create a unique subdomain/URL for Customer access.
  - Collaborate with Customer IT on firewall, port, and IP configuration for LiveOps.
  - Conduct RF/EMF analysis and launch area testing to validate flight operations, geofenced areas, and interference mitigation.
- Software Activation & Configuration
  - Enable BRINC Drone Software on the Customer's network, create Customer accounts, and provide admin access using Authorized User information.
  - Provision BRINC LiveOps SaaS, including admin portal access, telemetry, error/warning notifications, and PIC/teleoperator data capture.
- Hardware
  - Recommend proper hardware requirements and deployment architecture for the DFR program.
- Training
  - Deliver on-site and/or remote training for administrators, PICs, and teleoperators, covering BRINC hardware, LiveOps, geofencing, emergency override, and DFR best practices.
- Documentation
  - Deliver CIQ, IP plans, configuration documents, and final project close-out documentation.
- Out of Scope (unless separately contracted):
  - Management of on-site resources used during installation. This includes resources to add or build required infrastructure (pre-install) to accommodate base STATION placement or RF Infrastructure at strategic regional locations. This could include non-customer sites requiring an MOU driven by customer.

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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

- Implementation/management of Customer's networking equipment, routing/switching, or third-party systems not listed herein.
- Configuration changes requested after CIQ sign-off (unless via approved change order).
- Ongoing operations beyond specified support, including remote operations, unless contracted as Managed Services.

Customer Obligations.

Customer will provide the following:

- Program Governance
  - Appoint a Project Manager to manage user access, retention periods, and public data visibility; act as primary point of contact.
- Regulatory Compliance
  - Obtain and maintain FAA waivers, CoAs, and other regulatory approvals required for DFR operations (Motorola Managed Services may assist as agreed).
  - Ensure Part 107 certified pilots and appropriate SOP/SRM/PPE are in place.
- Technical Readiness
  - Provide required infrastructure, bandwidth (≥30 Mbps up/down at teleoperator and launch sites), LTE fallback, firewall configurations, electrical, and other prerequisites.
- Deployment Requirements & Site Prep
  - Meet site preparation, power, environmental, mounting/security, airspace, maintenance access, and backup landing zone requirements as outlined in Schedule C.
- Accounts & Security
  - Provide Authorized User emails; maintain account/password security; promptly notify Motorola/BRINC of security issues.
- Operations & Data
  - Properly configure and use the services; secure, protect, and back up content; implement encryption and routine archiving as needed.

ASSUMPTIONS

The Services are provided under the following assumptions:

- Customer will meet all system requirements and maintain them during the term.
- Material scope changes post-CIQ require a change order (fees/timeframe adjustments may apply).
- DFR docking station and infrastructure (if included) will be installed only after Customer meets the prerequisites defined in Schedule C.

EXCLUSIONS.

Unless expressly stated, the following are excluded from the Services:

- Customer network hardware configuration and maintenance.
- Third-party platform licensing not listed herein.
- Long-term managed operations.
- Post-CIQ configuration changes without a change order.

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TRAINING

BRINC will provide the following training:

- Flight Hardware Training: Manual RC flight basics, emergency override maneuvers, hardware limitations.
- BRINC Software Training: Admin overview, safety features, geofence editor usage, teleoperation basics.
- Operational Validation: Test flights within geofenced areas; validate launch/landing reliability.

ACCEPTANCE CRITERIA

The solution will be deemed accepted ("Final Acceptance") upon:

- Successful completion of agreed work packages and test flights demonstrating DFR functionality, as set forth on Schedule D.
- Delivery of all documentation (CIQ, IP plans, admin portal credentials, configuration docs).
- Go-Live commencement.
- Resolution (or documented plan) for any material issues blocking operational use.

SUPPORT & SLAS

BRINC provide the following support Services:

- Go-Live Support: 8 weeks post-implementation.
- Ongoing Support: 24x7x365 via Intercom, phone, and email; on-site support if issues cannot be resolved virtually.
- Data Handling: Data will not be intentionally deleted prior to termination; however, certain media (e.g., video/images >30 days) may be deleted per platform policy (adjust to your policy).
- Support Program set forth on Schedule B

SCHEDULE A – BRINC EQUIPMENT WARRANTY & REPLACEMENT POLICY

- Hardware Warranty. Motorola warrants that BRINC Equipment is free from defects in workmanship and materials for one year from the date of Customer's receipt. For BRINC Equipment purchased by Customer under the BRINC Support Program, Motorola warrants such BRINC Equipment is free from defects in workmanship and materials from the date of Customer's receipt for the duration of the BRINC Support Program term.
- Disclaimers. **Except as expressly provided herein, BRINC and Motorola provides all BRINC Equipment and BRINC Services "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Non-BRINC Materials are not covered by the limited hardware warranty described in Section 1 of this Schedule above and are only subject to the warranties of the third-party provider or manufacturer.**
- Claims. If BRINC or Motorola receives a valid warranty claim for BRINC Equipment during the limited hardware warranty term, BRINC's and Motorola's sole responsibility is to repair or replace such BRINC Equipment with the same or like BRINC Equipment, at BRINC's or Motorola's option, as applicable. A replacement BRINC Equipment will be new or like new. The limited hardware warranty of the replacement BRINC Equipment will be the longer of (a) the remaining limited hardware warranty term of the original BRINC Equipment or (b) 90-days from the date of repair or replacement.
- Exclusions. BRINC's limited hardware warranty excludes damage related to: (a) failure to follow BRINC Equipment use instructions, including those set forth in the applicable BRINC Equipment documentation; (b) BRINC Equipment used with equipment not manufactured or recommended by BRINC; (c) abuse, misuse, or intentional damage to the BRINC Equipment; (d) force majeure; (e) BRINC Equipment repaired or modified by persons other than BRINC, without BRINC's written permission; (f) BRINC Equipment with a defaced or

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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

removed serial number; or (g) Customer's or its Authorized User's failure to complete training from BRINC on operating and flying the BRINC Equipment prior to Customer's or its Authorized User's use of the BRINC Equipment. BRINC's limited hardware warranty will be void if Customer resells BRINC Equipment.

- Replacement BRINC Equipment. BRINC or Motorola may permit Customer to exchange BRINC Equipment or a part thereof. In such events, subject to Section 4 of this Schedule, the replacement BRINC Equipment or part thereof will become Customer's property, and the replaced Equipment or part thereof will become Motorola's or BRINC's property, as applicable. Before delivering BRINC Equipment for any BRINC Services (including replacement services), Customer must download BRINC Equipment data and retain a copy. BRINC is not responsible for any loss of software, data, or other information contained in storage media or any part of the BRINC Equipment sent to BRINC for BRINC Services.
- Spare BRINC Equipment. At BRINC's or Motorola's reasonable discretion, as applicable, BRINC or Motorola may provide Customer a predetermined number of spare BRINC Equipment. Spare BRINC Equipment is intended to replace broken or non-functioning units while BRINC or Motorola repairs or replaces the broken or non-functioning units through the warranty return process. Title and risk of loss for all spare BRINC Equipment shall pass to Customer in accordance with the Agreement.

SCHEDULE B – BRINC SUPPORT PROGRAM

If the Customer purchases BRINC Support Program or a bundle including BRINC Support Program, this appendix applies.

- BRINC Support Program. The "BRINC Support Program" is an extended full-service warranty that starts on the Subscription commencement date and terminates as detailed in the Proposal. The extended warranty includes (i) unlimited repairs on BRINC Equipment and (ii) for any BRINC Equipment that cannot be repaired, up to 1 replacement per year for the Responder and Guardian Camera payload, and unlimited replacements for any other BRINC Equipment that BRINC is unable to repair between hardware Upgrades (as defined below). Customer is to return the destroyed device or provide reasonable documentation that the device was destroyed (i.e. pictures or video). The BRINC Support Program is available to agencies only upon completion of BRINC certified training on the associated product or service.
- BRINC Support Program Upgrade. If Customer has no outstanding payment obligations and purchased BRINC Support Program, BRINC will provide Customer a new BRINC Lemur, Responder or Guardian Drone, corresponding Stations and/or BRINC Ball as scheduled in the Proposal ("Upgrade"). If Customer purchased BRINC Support Program, BRINC will provide an upgrade that is the same or like BRINC Device, at BRINC's option. BRINC makes no guarantee the Upgrade will utilize the same accessories. Upgrades exclude new products that BRINC introduces and markets as distinct products or applications. New or additional BRINC products and applications, as well as any BRINC professional services are not included. Neither BRINC nor Motorola will offer any warranty for such BRINC Equipment that has been replaced with an Upgrade, and will have no liability for any damages relating to the use of such BRINC Equipment. BRINC and Motorola will not and have no obligation to provide Upgrades once the BRINC Support Program terminates for any reason.
- Upgrade Delay. BRINC may ship the Upgrades as scheduled in the Proposal without prior confirmation from Agency. BRINC may ship the final Upgrades as scheduled in the Proposal 60 days before the end of the Subscription Term without prior confirmation from Customer.
- Upgrade Change. If Customer wants a different BRINC Equipment model from the Upgrade offered by BRINC, Customer must pay the price difference between the MSRP for the desired BRINC Equipment and the MSRP for the Upgrade. If the model Customer desires has an MSRP less than the MSRP of the offered Upgrade, Motorola will not provide a refund. The MSRP is the MSRP in effect at the time of the Upgrade.
- Firmware Updates. BRINC will provide Updates to BRINC Equipment firmware for as long as a BRINC Equipment is part of an active Support Program. An "Update" can be either (i) a generally available release that BRINC makes available from time to time, or (ii) a new version of BRINC software and/or firmware that enhance features and functionality, as solely determined by BRINC.
- Original BRINC Device. Following receipt of an Upgrade, Customer will retain the original BRINC Devices, provided that: (i) Customer cannot resell, gift, or donate the BRINC Devices; (ii) Customer will not allow the

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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

BRINC Devices to be used for personal use; (iii) Customer must retain direct custody and control of the BRINC Devices; and (iv) BRINC will offer no warranty for those BRINC Devices and will have no liability for any damages relating to the use of such BRINC Devices (as the warranty for such devices will have shifted to the Upgrade).

SCHEDULE C – CUSTOMER DEPLOYMENT REQUIREMENTS (DFR SITE & DOCK READINESS)

Site Preparation

- Base STATION Infrastructure: Safe accessibility; minimum surface area (16' x 16'), adequate load support (≥360 lbs), unobstructed view of the sky. Station placement must be possible via ground transport, crane, or walking access with standard door clearance. Power and network access as specified below.
- RF Site Infrastructure: Safe accessibility; minimum surface area for Non-Penetrating RF Pole (6' x 6'), or appropriate Penetrating RF Wall Mount (with mounting hardware preinstalled as directed by BRINC). Both RF options must have an unobstructed 360° view of the geographical flight area (i.e. RF array above all obstructions) and installed away from other high powered RF or cellular antennae. RF access must be possible via standard door clearance or roof hatch. Power and network access as specified below.

Power

- Continuous 110V/20A (outdoor rated plugs/protection), surge protection, battery backup where possible to ensure 100% uptime, proper grounding (≤10Ω).

Network/Backhaul

- Dedicated hard-wired internet access with LTE or similar fallback preferred, properly configured firewall rules, outdoor IP-rated connectors and wiring.

Environmental & Physical Security

- Weatherproofing, secure mounting, controlled access.

Flight Safety & Airspace

- No-fly zones reviewed; documented RF/geofencing compliance; defined backup landing area.

Maintenance Access

- Routine access, maintenance plan for cleaning, battery management, firmware updates.

Documentation & Compliance

- Site layout, network diagrams, operational SOP, permits/insurance, logging/ticketing for incidents.

Backup Safe Landing Area

- Required: 16' diameter area, clear view of the sky with obstruction-free vertical corridor above, clearly marked, traffic restricted. Preferred: Same altitude as station.

SCHEDULE D – ACCEPTANCE TEST PLAN (ATP)

Functional Tests

- LiveOps connectivity, drone telemetry, flight log validation, geofence enforcement.

Operational Tests

- Launch/land cycles, teleoperation handoff (if applicable), emergency failsafe procedures.

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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

TAKEOFF Program Addendum

This TAKEOFF Program Addendum (this "TOPA") is entered into between Motorola and Customer, and shall be subject to, and governed by, the terms of the MCA, or other agreement between Motorola and Customer, as applicable, including any applicable addenda (the "Agreement"). Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the MCA and DA which may be found at: https://www.motorolasolutions.com/en_us/about/legal/us_terms.html.

If you are purchasing drone or unmanned aerial vehicle and related Products manufactured, supplied or otherwise provided by BRINC Drones, Inc. ("BRINC", and such Products, the "BRINC Products") as part of the TAKEOFF Program (from Motorola on behalf of your employer or another entity, you warrant that: (a) you have authority to bind your employer or the applicable entity, as "Customer" to this TOPA; (b) you have read and understand this TOPA; and (c) on behalf of the Customer that you represent, you agree to this TOPA. If you do not have the legal authority to bind your employer or the applicable entity as Customer to this TOPA, please do not complete the purchase. The BRINC Products include Equipment ("BRINC Equipment"), and related Services and Licensed Software.

This TOPA governs Customer's purchase of BRINC Products from Motorola under the TAKEOFF Program and shall form part of the Parties' Agreement. This TOPA shall control with respect to conflicting terms in the Agreement or any other applicable Addendum (including, without limitation, the Drone Addendum agreed to between Customer and Motorola (the "DA")), but only as applicable to the BRINC Products purchased under this TOPA and not with respect to other Products. For the avoidance of doubt, BRINC Products which are purchased under the Agreement (and, where applicable, the DA) which are not part of the TAKEOFF Program shall not be subject to this TOPA. Unless otherwise stated in this TOPA, the terms of the Agreement, including the DA apply.

1. THE FIRST YEAR OF THE SUBSCRIPTION. As set forth in the Proposal, Customer has agreed to a multi-year Subscription for BRINC Products (the "BRINC Subscription"). All references to the first twelve months of the BRINC Subscription (the "Initial Subscription Period") and each renewal year (each a "Renewal Subscription Year") in this TOPA shall refer to the BRINC Subscription. The Initial Subscription Period of the BRINC Subscription is subject to the following terms:

    1.1. Title. Title to the BRINC Equipment shall transfer to Customer at the commencement of the first Renewal Subscription Year. During the Initial Subscription Period the BRINC Equipment shall be the sole property of BRINC. Customer shall have no rights whatsoever in or to the BRINC Products other than the right to use the BRINC Products during the Initial Subscription Year. Customer shall have the benefit of the Support Program as set out in the Proposal, however Customer shall reimburse Motorola for the cost of any

necessary repairs or replacement of the BRINC Equipment for damage not covered by the Support Program.

2. CUSTOMER RESPONSIBILITIES

2.1. Customer Obligations. Customer shall fulfil the Customer Obligations as set out in the Proposal ("Customer Obligations").

2.2. Feedback. Customer may provide Motorola internal reports and feedback to assist in improving the TAKEOFF Program. Motorola and BRINC may use such internal reports and feedback to develop or improve their Products and Services (including without limitation BRINC Products)

2.3. Reference. Motorola or BRINC may request that Customer act as a public reference or that Customer participate in a case study.

2.4. Exclusivity. During the Initial Subscription Period, Customer shall use Products from BRINC as its sole Drone as First Responder ("DFR") provider for any Products covered by the TAKEOFF Program, and shall not, until the commencement of the first Renewal Subscription Period, deploy or purchase any autonomous docked drone platform or DFR product from a third party ("Competing Product").

2.5. Compatibility. Customer is responsible for ensuring that any Customer-Provided Equipment and any alterations to the applicable network with which the BRINC Products are to be used are compatible with the BRINC Product.

3. EARLY TERMINATION

3.1. Customer Termination. Customer may terminate the BRINC Subscription without penalty by giving notice to Motorola up to 30 days prior to the commencement of the first Renewal Subscription Year.

3.2. Motorola Termination. During the Initial Subscription Year, Motorola may terminate the BRINC Subscription immediately by giving notice to Customer should:

3.2.1. Customer fail to fulfill a Customer Obligation pursuant to Section 2.1; or

3.2.2. Customer deploy or purchase a Competing Product.

4. ON TERMINATION On termination pursuant to Section 3, Motorola or its subcontractors (including BRINC or its subcontractors) shall remove the BRINC Equipment from Customer's premises, and will deactivate (or cancel Customer's access to) all related Software and SaaS Products (as defined in the Agreement) provided or made available by BRINC. Customer will cooperate with such removals and deactivations (including without limitation by allowing Motorola and its subcontractors (including BRINC and its

subcontractors) to access Customer facilities for such purpose. Motorola shall work with Customer to offload any Customer Data to Customer's system.

5. SURVIVAL The following sections of this TOPA survive termination of this Agreement: Sections 1 and 4.

RETURN TO AGENDA

MOTOROLA SOLUTIONS

PRODUCTS AGREEMENT

This Products Agreement (this "**Agreement**") is entered into between **Motorola Solutions Inc.,** ("**Seller**" or "**Motorola**") and the entity set forth in section I(b) ("**Customer**") as of the date last signed below ("Effective Date"). Seller and Customer will each be referred to herein as a "**Party**" and collectively as the "**Parties**".

I. Seller and Customer Information

(a)	Seller	Motorola Solutions Inc.
(b)	Customer	Name: Address: Contact:

II. Transaction Details

(a)	Proposal	Proposal No._____ Date:_____ Motorola will provide Customer with the products and services set forth in the proposal dated above (the "Proposal"), a copy of which is attached hereto and incorporated herein.
(b)	Pricing	Pricing for products and services being purchased by Customer is set forth in the Proposal.
(c)	Term and Conditions	The Parties acknowledge and agree that the terms of the Motorola Customer Agreement ("MCA"), including all applicable addenda, located at Motorola Solutions Customer Agreement. are incorporated herein and shall apply to the products and services provided to Customer as set forth in the Proposal.

III. Entire Agreement

This Agreement, including the Proposal and any terms and conditions referenced herein, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document, and the terms of this Agreement will take precedence.

CUSTOMER:	MOTOROLA SOLUTIONS INC.
By:_____	By:_____
Print Name:_____	Print Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

RETURN TO AGENDA

PROPOSED RESOLUTION NO. 67-‘26

A RESOLUTION AMENDING RESOLUTION NO. 4733-2026; 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:

APRROVED:

_____
MARK T. KUPSKY – MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

_____
KAREN J. KAUFHOLD
CITY CLERK

4-15 Longevity

LONGEVITY PAY – Full-time employees, hired on or before the passage of **RESOLUTION 3798-2014 (FEBRUARY 18, 2014)**, whose job performance is rated as satisfactory or better shall be eligible for longevity increases upon completion of the following years of service and shall receive, in addition to base wages, the longevity pay the higher of: 1) the longevity pay they were receiving immediately prior to the effective date of this resolution or; 2) longevity pay as determined in accordance with the following:

YEAR ELIGIBLE	1	3	5	7	10	15	20
% of BASE	2	4	6	8	10	12	14

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.

RETURN TO AGENDA

PROPOSED RESOLUTION NO. 68-‘26

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT ON BEHALF OF THE CITY OF FAIRVIEW HEIGHTS WITH HANK’S EXCAVATING & LANDSCAPING, INC. FOR ROADWAY RECONSTRUCTION FOR CEDAR DRIVE, OAK DRIVE, ELM DRIVE AND LEA DRIVE

WHEREAS, the City has advertised for bids for labor, materials, and equipment for roadway improvements including pavement removal, placing an HMA surface course, placing an HMA binder course, aggregate base course, concrete curb and gutter, drainage improvements, and all other collateral work to complete the project; and

WHEREAS, Hank’s Landscaping & Excavating, 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, a contract with Hank’s Excavating & Landscaping, Inc., 5825 West State Route 161, Belleville, Illinois 62223 for work related to the Roadway Reconstruction for Cedar Drive, Oak Drive, Elm Drive and Lea Drive for the sum of TWO MILLION, SIXTY-SEVEN THOUSAND, SEVEN HUNDRED FORTY-FIVE DOLLARS AND NINETEEN CENTS ($2,067,745.19) 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.

RETURN TO AGENDA

PASSED:

APPROVED:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD – CITY CLERK

"EX T A"

RETURN TO A

Illinois Department of Transportation

Local Public Agency
Formal Contract Proposal

NOTE: IDOT FORMS USED FOR EASE OF BIDDING - NO IDOT INVOLVEMENT FOR THIS PROJECT.

COVER SHEET

Proposal Submitted By:

Contractor's Name: Hank's Excavating & Landscaping, Inc.

Contractor's Address: 5825 West State Route 161 | City: Belleville | State: IL | Zip Code: 62223

STATE OF ILLINOIS

Local Public Agency: City of Fairview Heights | County: St. Clair | Section Number: N/A

Route(s) (Street/Road Name): Cedar, Oak, Elm, and Lea Drive | Type of Funds: Home Rule

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

Submitted/Approved
For Local Public Agency:

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature & Date

Submitted/Approved

County Engineer/Superintendent of Highways Signature & Date

For a Municipal Project

Submitted/Approved/Passed

Signature & Date: 9-16-2026

Official Title: Director of Public Works

Department of Transportation

Released for bid based on limited review

Regional Engineer Signature & Date

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

RETURN TO A

Local Public Agency	County	ection Number	Route(s) (Street/Road Name)
City of Fairview Heights	St. Clair	/A	Cedar, Oak, Elm, and Lea Drive

NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of the City Clerk (Name of Office)

10025 Bunkum Road, Fairview Heights, IL 62208 (Address) until 2:00 PM (Time) on 10/14/26 (Date).

Sealed proposals will be opened and read publicly at the office of City of Fairview Heights (Name of Office)

10025 Bunkum Road, Fairview Heights, IL 62208 (Address) at 2:00 PM (Time) on 10/14/26 (Date).

DESCRIPTION OF WORK

Location	Project Length
Cedar Drive, Oak Drive, Elm Drive, and Lea Drive	0.571 Miles

Proposed Improvement

Work to be performed under this contract shall consist of pavement removal, placing a HMA surface course, placing a HMA binder course, aggregate base course, concrete curb and gutter, drainage improvements, and all other collateral work required to complete the work shown in the plans.

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

the City Clerk, located at 10025 Bunkum Road, Fairview Heights, IL 62208 or electronically by calling 618-489-2020 and arranging an email distribution.

2. [X] Prequalification

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

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

4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
   a. Local Public Agency Formal Contract Proposal (BLR 12200)
   b. Schedule of Prices (BLR 12201)
   c. Proposal Bid Bond (BLR 12230) (if applicable)
   [redacted]

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

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

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

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

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

RETURN TO A

Local Public Agency	County	ection Number	Route(s) (Street/Road Name)
City of Fairview Heights	St. Clair	/A	Cedar, Oak, Elm, and Lea Drive

PRO AL

1. Proposal of Hank's Excavating & Landscaping, Inc.
Contractor's Name

5825 West State Route 161; Belleville, IL 62223
Contractor's Address

2. The plans for the proposed work are those prepared by Thouvenot, Wade, & Moerchen Inc.
and approved by the Department of Transportation on _____.

3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the " Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.

4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.

5. The undersigned agrees to complete the work within 80 working days or by _____ unless additional time is granted in accordance with the specifications.

6. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond of check shall be forfeited to the Awarding Authority.

7. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the products of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid may be declared unacceptable if neither a unit price nor a total price is shown.

8. The undersigned submits herewith the schedule of prices on BLR 12201 covering the work to be performed under this contract.

9. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12201, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.

10. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond, if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to: City Treasurer of Fairview Heights.
The amount of the check is _____ (_____).

Attach Cashier's Check or Certified Check Here

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

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

Local Public Agency	County	ection Number	Route(s) (Street/Road Name)
City of Fairview Heights	St. Clair	/A	Cedar, Oak, Elm, and Lea Drive

RETURN TO A

CONTRACTOR CERTIFICATIONS

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

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedure established by the appropriate Revenue Act, its liability for the tax or the amount of the tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.

2. **Bid-Rigging or Bid Rotating**. The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

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

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

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that, it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter or record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.

4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be canceled.

RETURN TO A

Illinois Department of Transportation

Schedule of Prices

Contractor's Name: Hank's Excavating & Landscaping, Inc.

Contractor's Address: 5825 West State Route 161 | City: Belleville | State: IL | Zip Code: 62223

Local Public Agency: City of Fairview Heights | County: St. Clair | Section Number: N/A

Route(s) (Street/Road Name): Cedar, Oak, Elm, and Lea Street

Schedule for Multiple Bids

Combination Letter	Section Included in Combinations	Total

Schedule for Single Bid

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

Item Number	Items	Unit	Quantity	Unit Price	Total
20200100	EARTH EXCAVATION	CU YD	5,800	$ 28.00	$ 162,400.00
20201200	REM & DISP UNS MATL	CU YD	500	$ 25.00	$ 12,500.00
25000200	SEEDING CL 2	ACRE	0.75	$ 5500.00	$ 4,125.00
25000400	NITROGEN FERT NUTR	POUND	70	$ 2.30	$ 161.00
25000500	PHOSPHORUS FERT NUTR	POUND	70	$ 2.30	$ 161.00
25000600	POTASSIUM FERT NUTR	POUND	70	$ 2.30	$ 161.00
25100115	MULCH METHOD 2	ACRE	0.75	$ 5000.00	$ 3,750.00
28000250	TEMP EROS CONTR SEED	POUND	150	$ 11.00	$ 1,650.00
28000305	TEMP DITCH CHECKS	FOOT	16	$ 47.00	$ 752.00
28000400	PERIMETER EROS BAR	FOOT	464	$ 3.25	$ 1,508.00
28000500	INLET & PIPE PROTECT	EACH	58	$ 180.00	$ 10,440.00
28100107	STONE RIPRAP CL A4	SQ YD	16	$ 96.00	$ 1,536.00
28200200	FILTER FABRIC	SQ YD	16	$ 5.00	$ 80.00
30300011	AGG SUBGRADE IMPROVE	TON	1,000	$ 35.00	$ 35,000.00
31100100	SUB GRAN MAT A	TON	6,725	$ 35.00	$ 235,375.00
35100100	AGG BASE CSE A	TON	2,047	$ 44.00	$ 90,068.00
40201000	AGGREGATE-TEMP ACCESS	TON	423	$ 47.00	$ 19,881.00
40600275	BIT MATLS PR CT	POUND	22,196	$ 0.55	$ 12,207.80
40600290	BIT MATLS TACK CT	POUND	4,439	$ 0.01	$ 44.39
40600370	LONG JOINT SEALANT	FOOT	3,033	$ 2.65	$ 8,037.45

RETURN TO A

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Fairview Heights	St. Clair	N/A	Cedar, Oak, Elm, and Le

Item Number	Items	U	Quantity	Unit Price	Total
40603085	HMA BC IL-19.0 N70	TON	2,553	$127.00	$ 324,231.00
40604052	HMA SC IL-9.5 C N70	TON	1,134	$127.00	$ 144,018.00
42300200	PCC DRIVEWAY PAVT 6	SQ YD	1,210	$130.00	$ 157,300.00
42400100	PC CONC SIDEWALK 4	SQ FT	1,144	$ 15.25	$ 17,446.00
42400800	DETECTABLE WARNINGS	SQ FT	141	$45.00	$ 6,345.00
44000100	PAVEMENT REM	SQ YD	2,481	$5.00	$ 12,405.00
44000200	DRIVE PAVEMENT REM	SQ YD	1,158	$13.00	$ 15,054.00
44000500	COMB CURB GUTTER REM	FOOT	1,594	$2.40	$ 3825.60
44000600	SIDEWALK REM	SQ FT	796	$4.50	$ 3,582.00
50105220	PIPE CULVERT REMOV	FOOT	906	$29.00	$ 26,274.00
54213660	PRC FLAR END SEC 15	EACH	1	$2,000.00	$ 2,000.00
54248510	CONCRETE COLLAR	CU YD	14	$600.00	$ 8,400.00
550A0050	STORM SEW CL A 1 12	FOOT	122	$70.00	$ 8,540.00
550A0070	STORM SEW CL A 1 15	FOOT	619	$84.00	$ 51,996.00
550A0090	STORM SEW CL A 1 18	FOOT	119	$87.00	$ 10,353.00
550A0120	STORM SEW CL A 1 24	FOOT	129	$115.00	$ 14,835.00
550A0140	STORM SEW CL A 1 30	FOOT	33	$153.00	$5,049.00
550A0340	STORM SEW CL A 2 12	FOOT	99	$75.00	$ 7,425.00
550A0360	STORM SEW CL A 2 15	FOOT	4	$137.35	$ 549.40
56109210	WATER VALVES ADJUST	EACH	8	$180.00	$ 1,440.00
59300100	CONTR LOW-STRENG MATL	CU YD	3	$700.00	$ 2,100.00
60218400	MAN TA 4 DIA T1F CL	EACH	1	$2,800.00	$ 2,800.00
60221100	MAN TA 5 DIA T1F CL	EACH	1	$3,000.00	$ 3,000.00
60236200	INLETS TA T8G	EACH	1	$1700.00	$ 1,700.00
60240301	INLETS TB T8G	EACH	2	$1900.00	$ 3800.00
60260100	INLETS ADJUST	EACH	4	$530.00	$ 2,120.00
60500060	REMOV INLETS	EACH	15	$150.00	$ 2,250.00
72400205	REM&REL SGN PNL A TA	EACH	7	$132.00	$ 924.00
72400210	REM&REL SGN PNL A TB	EACH	1	$132.00	$ 132.00
X1700066	POTHOLING	EACH	30	$305.00	$ 9,150.00
X2010510	CLEARING & GRUBBING	L SUM	1	$675.00	$ 675.00
X4400062	BRICK PAVT REM & REPL	SQ FT	67	$23.00	$ 1541.00
X5427602	REMOV EX FLAR END SEC	EACH	3	$50.00	$ 150.00
X5510100	STORM SEWER REMOVAL	FOOT	586	$24.00	$ 14,064.00
X6024242	INLETS SPL N1	EACH	14	$2365.00	$ 33,110.00
X6024244	INLETS SPL N2	EACH	32	$2,745.00	$ 87,840.00
X6024246	INLETS SPL N3	EACH	1	$3,000.00	$ 3,000.00

RETURN TO A

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Fairview Heights	St. Clair	N/A	Cedar, Oak, Elm, and Le

X6024248	INLETS SPL N4	EA	1	$ 2835.00	$ 2835.00
X6024250	INLETS SPL N5	EACH	3	$ 3100.00	$ 9300.00
X6026050	SANITARY MANHOLE ADJ	EACH	9	$ 530.00	$ 4770.00
X6060044	CURB & GUTTER SPL	FOOT	6,091	$ 32.00	$ 194,912.00
X7010216	TRAF CONT & PROT SPL	L SUM	1	$ 35000.00	$ 35,000.00
Z0013798	CONSTRUCTION LAYOUT	L SUM	1	$ 26000.00	$ 26,000.00
Z0056608	STORM SEW WM REQ 12	FOOT	376	$ 74.55	$ 28,030.80
Z0056610	STORM SEW WM REQ 15	FOOT	855	$ 84.25	$ 72,033.75
Z0056612	STORM SEW WM REQ 18	FOOT	393	$ 94.00	$ 36,942.00
ZZZZ0001	CONC STEPS	EACH	2	$ 1290.00	$ 2,580.00
ZZZZ0002	DRAIN LINE CONNECT	EACH	50	$ 850.00	$ 42,500.00
ZZZZ0003	RELOC GATE POSTS GATE	EACH	2	$ 540.00	$ 1,080.00
ZZZZ0004	LANDSCAPE SPL	L SUM	1	$ 22500.00	$ 22,500.00
				Bidder's Total Proposal	$ 2,067,745.19

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

RETURN TO A

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Fairview Heights	St. Clair	/A	Cedar, Oak, Elm, and Lea Drive

SIGNATURES

(If an individual)

Bidder Signature & Date

Business Address

City | State | Zip Code

(If a partnership)

Firm Name

Signature & Date

Title

Business Address

City | State | Zip Code

Insert the Names and Addresses of all Partners

(If a corporation)

Corporate Name: Hank's Excavating & Landscaping, Inc.

Signature & Date: 10/14/26

Title: Henry H Rohwedder, President

Business Address: 5825 West State Route 161

City: Belleville | State: IL | Zip Code: 62223

Insert Names of Officers

President: Henry H Rohwedder

Secretary: Henry H Rohwedder

Treasurer:

Attest: 10/14/26

Secretary

Completed 09/04/26

RETURN TO A

FAIRVIEW HEIGHTS

DEPARTMENT OF PUBLIC WORKS

ADDENDUM NO. 1
CEDAR DRIVE, OAK DRIVE, ELM DRIVE AND LEA DRIVE
CITY OF FAIRVIEW HEIGHTS
SEPTEMBER 28, 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.

Change in Quantities for Storm Sewer:

Refer to attached revised Plan Sheets 3 and 4, Summary of Quantities, and Sheet 9, Schedule of Quantities.

Acknowledge receipt of this Addendum No. 1 by signing, dating, and returning with your proposal.

Attachments: Revised Plan Sheets 3, 4 and 9
Revised BLR 12201, Schedule of Prices

Signature Henry H Rohwedder, President

10/2/26
Date

Hank's Excavating & Landscaping, Inc.
Company Name

5825 West State Route 161
Street Address

Belleville, IL 62223
City, State, Zip Code

10025 BUNKUM ROAD, FAIRVIEW HEIGHTS, IL 62208 P: 618-489-2020 WWW.COFH.ORHG

RETURN TO A

FAIRVIEW HEIGHTS

DEPARTMENT OF PUBLIC WORKS

ADDENDUM NO. 2
CEDAR DRIVE, OAK DRIVE, ELM DRIVE AND LEA DRIVE
CITY OF FAIRVIEW HEIGHTS
OCTOBER 12, 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.

SPECIFICATIONS – INDEX TO SPECIAL PROVISIONS

PAGE 6, INLETS, SPECIAL, NOS. 1 THROUGH 5

Delete the following: "The shop drawings are to be signed and sealed by an SE with the City before ordering material."

PAGE 15, SHOP DRAWINGS

Delete the following: "The shop drawings are to be signed and sealed by the SE prior to ordering any material."

Acknowledge receipt of this Addendum No. 2 by signing, dating, and returning with your proposal.

Signature Henry H Rohwedder, President — Date 10/12/26

Hank's Excavating & Landscaping, Inc.
Company Name

5825 West State Route 161
Street Address

Belleville, IL 62223
City, State, Zip Code

10025 BUNKUM ROAD, FAIRVIEW HEIGHTS, IL 62208 P: 618-489-2020 WWW.COFH.ORHG

Illinois Department of Transportation

RETURN TO A

Local Public Agency Formal Contract

Contractor's Name
Hank's Excavating & Landscaping, Inc.

Contractor's Address | City | State | Zip Code
5825 W. State Rte. 161 | Belleville | IL | 62223

STATE OF ILLINOIS

Local Public Agency | County | Section Number
City of Fairview Heights | St. Clair |

Street Name/Road Name | Type of Funds
Cedar, Oak, Elm & Lea Drives | Home Rule

☐ CONTRACT BOND (when required)

For a County and Road District Project

Submitted/Approved
Highway Commissioner Signature & Date

Submitted/Approved
County Engineer/Superintendent of HighwaysSignature & Date

For a Municipal Project

Submitted/Approved/Passed
Signature & Date

Official Title
Mayor

Department of Transportation

☐ Concurrence in approval of award
Regional Engineer Signature & Date

RETURN TO A

Local Public Agency	Local Street/Road	County	Section Number
City of Fairview Heights	Cedar, Oak, E Lea Drives	St. Clair	

1. THIS AGREEMENT, made and concluded the _____ (Day) day _____ (Month and Year) between the City (Local Public Agency Type) of Fairview Heights (Local Public Agency), known as the party of the first part, and Hank's Excavating & Landscaping, Inc. (Contractor), its successor, and assigns, known as the party of the second part.

2. For and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring this contract, the party of the second part agrees with said party of the first part, at its own proper cost and expense, to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this contract.

3. It is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section _____ (Section Number) in City of Fairview Heights (Local Public Agency), approved by the Illinois Department of Transportation on _____ (Date), are essential documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, the said parties have executed this contract on the date above mentioned.

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

Clerk Signature & Date

(SEAL, if required by the LPA)

Party of the First Part Signature & Date

By:

(If a Corporation)

Corporate Name

President, Party of the Second Part Signature & Date

By:

(SEAL, if required by the LPA)

(If a Limited Liability Corporation)

LLC Name

Manager or Authorized Member, Party of the Second Part

By:

(If a Partnership)

Partner Signature & Date

Attest:

Secretary Signature & Date

Partner Signature & Date

Partners doing Business under the firm name of

(SEAL, if required by the LPA)

Party of the Second Part

(If an individual)

Party of the Second Part Signature & Date