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
November 17, 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 – November 04, 2026
Finance Director's Report
Presentation of Bills - $ 2,782,345.53

G. Committee Reports

H. Communications from Mayor

I. Communication from Elected Officials

J. UNFINISHED BUSINESS

Proposed Ordinance No. 51-'26 an Ordinance repealing Ordinance Number 1976-2024, in its entirety and; prohibiting the use of groundwater as a potable water supply by the installation or use of potable water supply wells or by any other method. (Community Committee)

K. NEW BUSINESS

Proposed Ordinance No. 52-'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. 53-'26 an Ordinance to provide for the Levy of a tax for Library purposes, pursuant to the Local Library Act (75 ILCS 5/3-1), for the City of Fairview Heights, St. Clair County, IL for the Fiscal Year beginning May 1, 2027 and ending April 30, 2028. (Administration Committee)

Proposed Ordinance No. 54-'26 an Ordinance Abating the Tax hereto levied for Library purposes for the fiscal year starting May1, 2027, and ending April 30, 2028, in the amount of One Million Forty-Six Thousand Seven Hundred Fifty-One Dollars ($1,046,751). (Administration Committee)

Proposed Ordinance No. 55-'26 an Ordinance Abating the Tax hereto Levied for the year 2026 to pay the principal of and interest on the Nine Million Four Hundred Seventy Thousand Dollar ($9,470,000.00) General Obligation Bonds, Series 2017 of the City of Fairview Heights, St. Clair County, Illinois. (Administration Committee)

RETURN TO AGENDA

K. NEW BUSINESS - CONTINUED

Proposed Ordinance No. 56-'26 an Ordinance Abating the Tax hereto Levied for the year 2025 to pay the principal of and interest on the Seven Million Nine Hundred Twenty-Five Thousand Dollars ($7,925,000.00) General Obligation Bonds, Series 2018 of the City of Fairview Heights, St. Clair County, Illinois. (Administration Committee)

Proposed Ordinance No. 57-'26 an Ordinance Abating the Tax hereto Levied for the year 2026 to pay the principal of and interest on the Eight Million Two Hundred Fifty Thousand Dollars ($8,250,000.00) General Obligation Bonds, Series 2025 of the City of Fairview Heights, St. Clair County, Illinois. (Administration Committee)

Proposed Resolution No. 77-'26 a Resolution authorizing the Mayor to enter into a contract on behalf of the City of Fairview Heights with Mayer Landscaping, Inc. for the Kadlec Drive improvements. (Operations Committee)

Proposed Resolution No. 78-'26 a Resolution authorizing the Mayor to sign a Permanent Gas Pipeline easement with Ameren Illinois. (Operations Committee)

Proposed Resolution No. 79-'26 a Resolution authorizing the Mayor to sign a Permanent Roadway Easement with Ameren Illinois. (Operations Committee)

Proposed Resolution No. 80-'26 a Resolution authorizing the Mayor to sign a Permanent Easement with Ameren Illinois for location of the gas regulator station. (Operations Committee)

Proposed Resolution No. 81-'26 a Resolution authorizing the Mayor to sign a Temporary Construction Easement with Ameren Illinois for the installation of pipeline and location of the gas regulator station. (Operations Committee)

Proposed Resolution No. 82-'26 a Resolution authorizing the Mayor to enter into an agreement with Risk Management Association for the purchase of Liability and Workmen's Compensation Insurance for the City of Fairview Heights Effective January 1, 2026 through January 1, 2027. (Administration Committee)

L. MOTION

Motion to authorize the Mayor to enter into an employment contract and for the appointment of a City Administrator for the City of Fairview Heights.

Motion aurhorizing the force level of sworn officers for the Police Department be increased temporarily from 47 to 48. Force level will return to 47 through attrition.

M. ADJOURNMENT

RETURN TO AGENDA

CITY OF FAIRVIEW HEIGHTS
CITY COUNCIL MINUTES
November 04, 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 Lower Level of the Library, 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 Deputy Clerk Veronica Gabriel.

ROLL CALL

Roll call of Aldermen present: Frank Menn, Josh Frawley, Anthony LeFlore, James Winkeler, Brenda Wagner, Pat Peck, Jeff Harris, Bill Poletti, and Derrick King. Alderman Barbara Brumfield was excused to attend virtually. Deputy Clerk Veronica Gabriel and Attorney Andrew Hoerner were present.

PUBLIC PARTICIPATION

None

CONSENT AGENDA

Alderman Wagner moved to approve the October 20th, 2026 City Council Corrected Meeting Minutes. Seconded by Alderman Winkeler.
Alderman Peck mentioned corrections were made to the October 20th meeting minutes.
Roll call on the October 20th, 2026 City Council Corrected Meeting Minutes showed Aldermen Menn, Frawley, LeFlore, Winkeler, Wagner, Brumfield, Peck, Harris, Poletti, and King voting “yea”. Motion passes with 10 yeas.

COMMITTEE REPORTS

The Mayor announced that due to the observance of Veterans Day, the next Administration and Operations Meeting will be held on Thursday, November 12, 2026 at 7:00 P.M. Also, the following Community Committee Meeting held on November 18th, 2026, and will start at 7:30 P.M. due to the Santa Parade being held on the same night.

COMMUNICATIONS FROM THE MAYOR

Mayor Mark started the meeting by expressing his condolences for the loss of life during an incident involving an individual under the influence, who charged at Police Officers, prompting the officers to respond as trained. Mayor announced the American Legion will hold a Flag Raising in honor of Veteran’s Day on November 11, 2026 at 9:00 A.M. in front of the City Hall Building. Mayor Kupsky reminded everyone Saturday, November 7th,2026 will be the Winterfest Annual Event and the Santa Parade at the Mall will be on November 18, 2026. Mayor briefly discussed the reasoning why Proposed Resolution No. 72-’26, the agreement for the purchase and installation of a new boiler for the pool at the REC, was being presented again. Mayor stated the renovations to the Council Chambers are coming along, and hopes it will be done by January 2027. Mayor announced there will be a dedication and ribbon cutting for the Plaque of the Sanitarium, more details to come soon.

COMMUNICATIONS FROM ELECTED OFFICIALS

Alderman Peck discussed the upcoming Trekking for Trash, that will meet on November 7th, 2026 for cleanup at the roundabout for the upcoming Winterfest Event and will meet again on its regular schedule on November 14, 2026.

DRAFT

RETURN TO AGENDA

COMMUNICATIONS FROM ELECTED OFFICIALS - CONTINUED

Alderman LeFlore brought to the Council's attention an incident that occurred at the Police Citizens Academy Graduation prior to the Council Meeting on November 4, 2026. Contrary to the Mayor's request of candidates for Office, not to campaign on City property, a candidate for Office was seen distributing City Business Cards and requesting votes. Alderman LeFlore reminded everyone that all candidates should be respectful of each other and the public, and should refrain from campaigning at community events.

UNFINISHED 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. Proposed Ordinance No. 48-'26 was read for the second time.
Roll call on Proposed Ordinance No. 48-'26 showed Aldermen Menn, Frawley, LeFlore, Winkeler, Wagner, Brumfield, Peck, Harris, Poletti, and King voting "yea". Motion passes with 10 yeas.
Proposed Ordinance No. 48-'26 passed on 10 yeas.
Proposed Ordinance No. 48-'26 now becomes **ORDINANCE NO. 2035-2026**

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. Proposed Ordinance No. 49-'26 was read for the second time.
Roll call on Proposed Ordinance No. 49-'26 showed Aldermen Menn, Frawley, LeFlore, Winkeler, Wagner, Brumfield, Peck, Harris, Poletti, and King voting "yea". Motion passes with 10 yeas.
Proposed Ordinance No. 49-'26 passed on 10 yeas.
Proposed Ordinance No. 49-'26 now becomes **ORDINANCE NO. 2036-2026**

NEW BUSINESS

Proposed Ordinance No. 51-'26 an Ordinance repealing Ordinance Number 1976-2024, in its entirety and; prohibiting the use of groundwater as a potable water supply by the installation or use of potable water supply wells or by any other method. Motion made by Alderman Wagner. Seconded by Alderman Frawley. Proposed Ordinance No. 51-'26 was read for the first time.

Proposed Resolution No. 69-'26 a Resolution authorizing the Mayor, on behalf of the City to enter into an agreement for ON-CALL Economic Development Services with PGAV Planners LLC. Motion made Alderman Peck. Seconded by Alderman Harris.
Roll call on Proposed Resolution No. 69-'26 showed Aldermen Menn, Frawley, LeFlore, Winkeler, Wagner, Brumfield, Peck, Harris, Poletti, and King voting "yea". Motion passes with 10 yeas.
Proposed Resolution No. 69-'26 passed on 10 yeas.
Proposed Resolution No. 69-'26 now becomes **RESOLUTION NO. 4749-2026**

Proposed Resolution No. 70-'26 a Resolution Denying a Development Plan for 10218 Lincoln Trail within the "B-4" Retail Business District for the operation of a liquor store. Motion made Alderman LeFlore. Seconded by Alderman Poletti.
Roll call on Proposed Resolution No. 70-'26 showed Aldermen Menn, LeFlore, Winkeler, Wagner, Brumfield, Peck, Harris, Poletti, and King voting "yea". Alderman Frawley abstains from the vote. Motion passes with 9 yeas and 1 abstain.
Proposed Resolution No. 70-'26 passed on 9 yeas and 1 abstain.
Proposed Resolution No. 70-'26 now becomes **RESOLUTION NO. 4750-2026**

DRAFT

RETURN TO AGENDA

NEW BUSINESS - CONTINUED

Proposed Resolution No. 71-'26 a Resolution denying a Development Plan for 10218 Lincoln Trail withing the "B-4" Retail Business District for the operation of a tavern. Motion made Alderman Poletti. Seconded by Alderman Wagner.
Roll call on Proposed Resolution No. 71-'26 showed Aldermen Menn, LeFlore, Winkeler, Wagner, Brumfield, Peck, Harris, Poletti, and King voting "yea". Alderman Frawley abstains from the vote. Motion passes with 9 yeas and 1 abstain.
Proposed Resolution No. 71-'26 passed on 9 yeas and 1 abstain.
Proposed Resolution No. 71-'26 now becomes **RESOLUTION NO. 4751-2026**

Proposed Resolution No. 72-'26 a Resolution repealing and replacing Resolution No. 4744-2026 regarding the City's authorization of the Mayor to enter into an agreement for the purchase and installation of a new boiler for the pool at the REC. Motion made Alderman LeFlore. Seconded by Alderman Frawley.
Roll call on Proposed Resolution No. 72-'26 showed Aldermen Menn, Frawley, LeFlore, Winkeler, Wagner, Brumfield, Peck, Harris, Poletti, and King voting "yea". Motion passes with 10 yeas.
Proposed Resolution No. 72-'26 passed on 10 yeas.
Proposed Resolution No. 72-'26 now becomes **RESOLUTION NO. 4752-2026**

Proposed Resolution No. 73-'26 a Resolution approving a Special Use Permit at 5515 Old Collinsville Road within the "B-3" Community Business District to allow a fence and deck retailer and installer. Motion made Alderman LeFlore. Seconded by Alderman Poletti.
Roll call on Proposed Resolution No. 73-'26 showed Aldermen Menn, Frawley, LeFlore, Winkeler, Wagner, Brumfield, Peck, Harris, Poletti, and King voting "yea". Motion passes with 10 yeas.
Proposed Resolution No. 73-'26 passed on 10 yeas.
Proposed Resolution No. 73-'26 now becomes **RESOLUTION NO. 4753-2026**

Proposed Resolution No. 74-'26 a Resolution approving the final Subdivision Plat for a Tract of Land, located within lots 11,12,13, and 14 of the J. Nick Perrin's Subdivision of parts of Lots 1 and 2 of Section 34, Township 2 North, Range 8 West of the 3rd Principal meridian, in the City of Fairview Heights, St. Clair County, Illinois. Motion made Alderman LeFlore. Seconded by Alderman Poletti.
Roll call on Proposed Resolution No. 74-'26 showed Aldermen Menn, Frawley, LeFlore, Winkeler, Wagner, Brumfield, Peck, Harris, Poletti, and King voting "yea". Motion passes with 10 yeas.
Proposed Resolution No. 74-'26 passed on 10 yeas.
Proposed Resolution No. 74-'26 now becomes **RESOLUTION NO. 4754-2026**

Proposed Resolution No. 75-'26 a Resolution approving a Special Use Permit at 311 Salem Place within the "B-4" Retail Business District to allow an automotive service station with convenience store. Motion made Alderman Menn. Seconded by Alderman Wagner.
Roll call on Proposed Resolution No. 75-'26 showed Aldermen Menn, Frawley, LeFlore, Winkeler, Wagner, Brumfield, Peck, Harris, Poletti, and King voting "yea". Motion passes with 10 yeas.
Proposed Resolution No. 75-'26 passed on 10 yeas.
Proposed Resolution No. 75-'26 now becomes **RESOLUTION NO. 4755-2026**

Proposed Resolution No. 76-'26 a Resolution considering the establishment of a STAR Bond District within the City of Fairview Heights, St. Clair County, Illinois. Motion made Alderman Menn. Seconded by Alderman King.
Roll call on Proposed Resolution No. 76-'26 showed Aldermen Menn, Frawley, LeFlore, Winkeler, Wagner, Brumfield, Peck, Harris, Poletti, and King voting "yea". Motion passes with 10 yeas.
Proposed Resolution No. 76-'26 passed on 10 yeas.
Proposed Resolution No. 76-'26 now becomes **RESOLUTION NO. 4756-2026**

DRAFT

RETURN TO AGENDA

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

Meeting adjourned at 7:21 P.M.

Respectfully submitted,

Karen Kaufhold
CITY CLERK

DRAFT

RETURN TO AGENDA

PROPOSED ORDINANCE NUMBER 51-'26

AN ORDINANCE REPEALING ORDINANCE NUMBER 1976-2024, IN ITS ENTIRETY AND; PROHIBITING THE USE OF GROUNDWATER AS A POTABLE WATER SUPPLY BY THE INSTALLATION OR USE OF POTABLE WATER SUPPLY WELLS OR BY ANY OTHER METHOD

WHEREAS, the City of Fairview Heights has previously adopted Ordinance 1976-2024 prohibiting the use of groundwater as a potable water supply by the installation or use of potable water supply wells or by any other method on certain real property; and

WHEREAS, the Illinois Environmental Protection Agency has determined that the specific language of the aforementioned ordinance does not meet certain requirements to comply with Illinois Pollution Control Board regulations; and

WHEREAS, the City of Fairview Heights desires to adopt groundwater restrictions that comply with Illinois Pollution Control Board regulations; and

WHEREAS, certain properties in the City of Fairview Heights, Illinois, have been used over a period of time for commercial/industrial purposes; and

WHEREAS, because of said use, concentrations of certain chemical constituents in the groundwater beneath the City may exceed Class I groundwater quality standards for potable resource groundwater as set forth in 35 Illinois Administrative Code 620 or Tier 1 remediation objectives as set forth in 35 Illinois Administrative Code 742; and

WHEREAS, the City of Fairview Heights desires to limit potential threats to human health from groundwater contamination while facilitating the redevelopment and productive use of properties that are the source of said chemical constituents;

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

Section One. Use of groundwater as a potable water supply prohibited.

Except for such uses or methods in existence before the effective date of this ordinance, the use or attempt to use groundwater, as a potable water supply, by the installation or drilling of wells or by any other method is hereby prohibited in the area shown on Exhibit A, within the City of Fairview Heights. This prohibition expressly includes the City of Fairview Heights within the area shown as Exhibit "A". The Parcel Index Numbers corresponding to the prohibition area are attached as Exhibit B.

Section Two. Penalties.

Any person violating the provisions of this ordinance shall be subject to a fine of not less than Twenty-Five Dollars ($25.00), nor more than Seven Hundred Fifty Dollars ($750.00), plus costs. Each day that a violation continues after due notice has been served shall be considered a separate offence.

RETURN TO AGENDA

Section Three. Definitions.

"Person" is any individual, partnership, co-partnership, firm, company, limited liability company, corporation, association, joint stock company, trust, estate, political subdivision, or any other legal entity, including the municipal entity known as the City of Fairview Heights, or their legal representatives, agents or assigns.

"Potable water" is any water used for human or domestic consumption, including, but not limited to, water used for drinking, bathing, swimming, washing dishes, or preparing foods.

Section Four. Repeal.

Ordinance 1974-2024 is hereby repealed from the date of passage and approval of this ordinance, further and ordinance or parts of ordinances in conflict with this ordinance are hereby repealed insofar as they are in conflict with this ordinance.

Section Five. Severability.

If any provision of this ordinance or its application to any person or under any circumstances is adjudged invalid, such adjudication shall not affect the validity of the ordinance as a whole or of any portion not adjudicated invalid.

Section Six. Effective date.

This ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

ADOPTED: _____ APPROVED: _____

(Date) (Date)

_____ _____

(City Clerk) (Mayor)

Officially published this _____day of _____, 20___.

RETURN TO AGENDA

READ FIRST TIME: 11/04/2026

READ SECOND TIME:

PASSED:

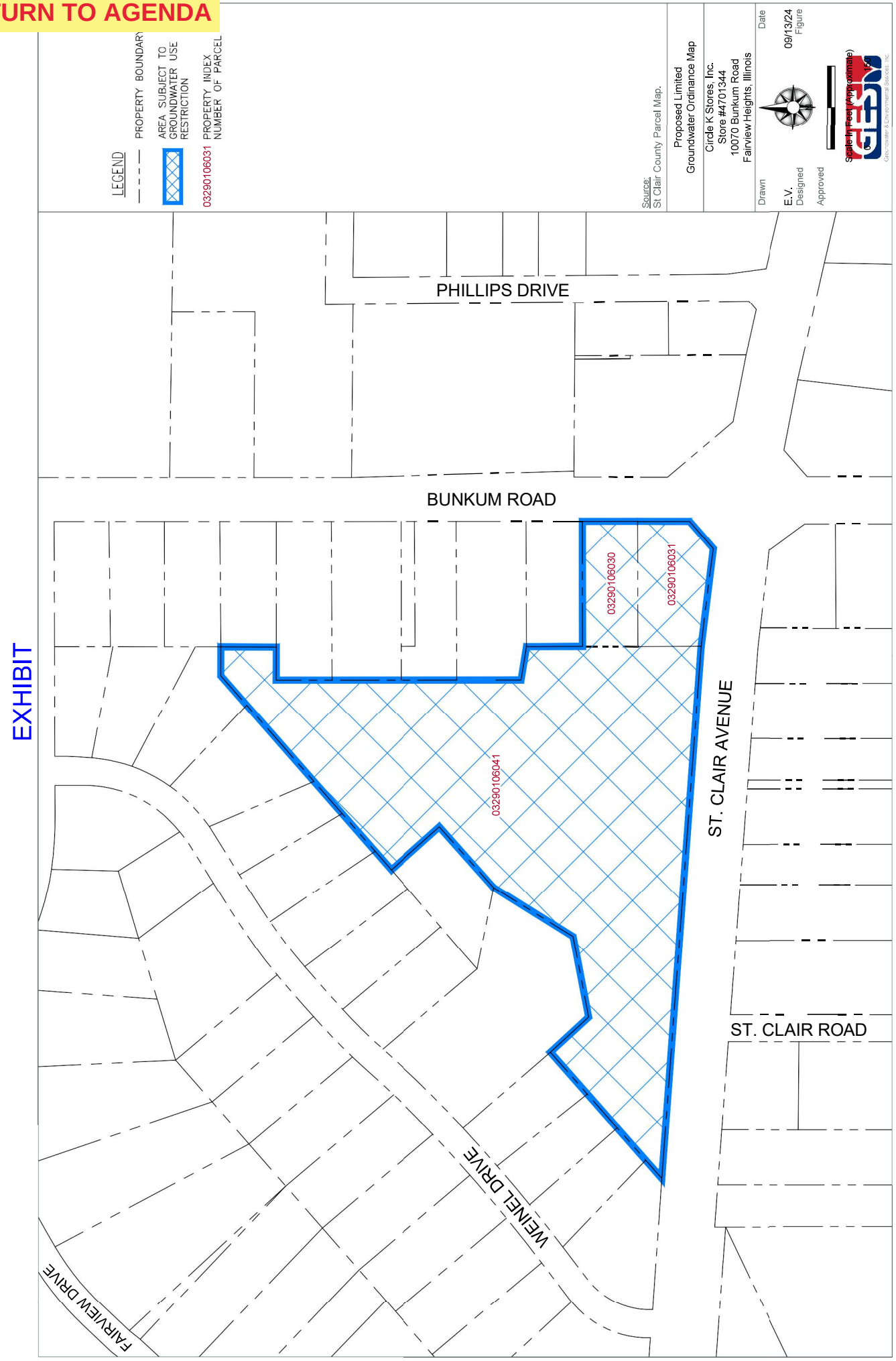
APPROVED:

_____
MARK T. KUPSKY – MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

_____
KAREN J. KAUFHOLD – CITY CLERK

RETURN TO AGENDA



RETURN TO AGENDA

Exhibit “B”

GROUNDWATER ORDINANCE
CITY OF FAIRVIEW HEIGHTS
PARCEL INDEX NUMBERS

PIN

03-29.0-106-031
03-29.0-106-030
03-29.0-106-041

RETURN TO AGENDA

PROPOSED ORDINANCE NO. 52-'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 adding an expense of $10,000.00 to 001-140-5-320-00 Technical & Outside Services; and

Section 2. Amendment. Amendment of Ordinance No. 2022-2026, passed April 7, 2026, and approved April 8, 2026, by adding an expense of $76,500 to 017-270-5-320-00 Technical & Outside Services; and

Section 3. Amendment. Amendment of Ordinance No. 2022-2026, passed April 7, 2026, and approved April 8, 2026, by adding an expense of $10,000.00 to 001-110-5-101-00 Overtime Comp: and

Section 4. Amendment. Amendment of Ordinance No. 2022-2026, passed April 7, 2026, and approved April 8, 2026, by adding an expense of $57,000.00 to 008-110-5-502-00 Equipment & Rolling Stock; and

Section 5. Amendment. Amendment of Ordinance No. 2022-2026, passed April 7, 2026, and approved April 8, 2026, by adding an expense of $45,000.00 to 001-115-5-100-00-00 Salaries; and

Section 5. Amendment. Amendment of Ordinance No. 2022-2026, passed April 7, 2026, and approved April 8, 2026, by changing the description for 004-104-5-302-00, Public Relations A. Holiday Decorations/Promotions.

PASSED AND APPROVED this _____ day of _____, 2026.

YEAS:

NAYS:

ABSENT:

RETURN TO AGENDA

READ FIRST TIME:

READ SECOND TIME:

PASSED:

APPROVED:

_____
Mark Kupsky, Mayor
City of Fairview Heights

ATTEST:

_____
Karen Kaufhold, City Clerk

RETURN TO AGENDA

PROPOSED ORDINANCE NO. 53-'26

AN ORDINANCE TO PROVIDE FOR THE LEVY OF A TAX FOR LIBRARY PURPOSES, PURSUANT TO THE LOCAL LIBRARY ACT (75 ILCS 5/3-1), FOR THE CITY OF FAIRVIEW HEIGHTS, ST. CLAIR COUNTY, IL FOR THE FISCAL YEAR BEGINNING MAY 1, 2027 AND ENDING APRIL 30, 2028.

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

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

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

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

SECTION 1. PURPOSE. That the amount hereinafter set forth, or so much thereof as may be authorized by law, and the same are hereby levied upon all property subject to taxation within the municipality as that property is assessed and equalized for the current year, and for such Library purposes for the City of Fairview Heights, St. Clair County, IL, for the fiscal year beginning May 1, 2027 and ending April 30, 2028.

SECTION 2. AMOUNTS LEVIED. The total amount of the budget legally made for all corporate and special purposes of the City of Fairview Heights Municipal Library to be provided for from the tax levy for the fiscal year beginning May 1, 2027 and ending April 30, 2028 is hereby ascertained by the corporate authorities of this City to be the sum of ONE MILLION FORTY-SIX THOUSAND SEVEN HUNDRED FIFTY ONE DOLLARS ($1,046,751.00) as set forth in this Ordinance and detailed as follows:

Corporate Library Tax (75 ILCS 5/3-4)	$808,177

RETURN TO AGENDA

Furnishing and equipment (75 ILCS 5/3-4)	107,757
Public Library Audit (65 ILCS 5/8-8-8)	10,000
IMRF (40 ILCS 5/7-101)	38,505
Purchase of Insurance (745 ILCS 10/9-107)	40,000
Medicare Social Security (40 ILCS 5/21-110)	42,312
TOTAL LEVY	**$1,046,751**

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

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

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

READ FIRST TIME:

READ SECOND TIME:

PASSED:

APPROVED:

RETURN TO AGENDA

_____
MARK T. KUPSKY – MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

_____
KAREN J. KAUFHOLD – CITY CLERK

RETURN TO AGENDA

CERTIFICATION

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

I, KAREN J. KAUFHOLD, do hereby certify that as the City Clerk of the City of Fairview Heights, Illinois, I am the keeper of the Records, Minutes, Ordinances and other Books, Records and Papers of the City, and that the foregoing is a true and correct copy of Ordinance No. XXXX-2026, AN ORDINANCE TO PROVIDE FOR THE LEVY OF A TAX FOR LIBRARY PURPOSES, PURSUANT TO THE LOCAL LIBRARY ACT (75 ILCS 5/3-5), FOR THE CITY OF FAIRVIEW HEIGHTS, ST. CLAIR COUNTY, IL FOR THE FISCAL YEAR BEGINNING MAY 1, 2027 AND ENDING APRIL 30, 2028, passed at the DATE XX, 2026 City Council meeting and approved by the Mayor DATE XX, 2026.

WITNESS, my hand and the Corporate Seal of the City of Fairview Heights, Illinois this XXth day of DATE 2026.

_____
KAREN J. KAUFHOLD - CITY CLERK

RETURN TO AGENDA

Fairview Heights Public Library

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

Mayor, Mark Kupsky
City of Fairview Heights

September 17, 2026

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

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

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

Sincerely,

Deborah Smith

Deborah Smith
Library Board President

RETURN TO AGENDA

Fairview Heights Public Library

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

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

September 17, 2026

RE: Public Library Levy Request

Dear Mayor Kupsky,

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

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

3) The Library's total financial requirements for **FY 2027-2028** are **$1,046,751.00**. The following paragraphs will explain how that number was determined.

4) For the annual tax for the establishment and operation of the library (the maximum rate of .15% of the equalized assessed valuation as provided in 75 ILCS 5/3-4), the amount of **$808,177.00**; for the furnishing and equipment of buildings and for the maintenance, repairs and alterations of library buildings and equipment (the maximum rate of which is .02% of the equalized assessed valuation under 75 ILCS 5/3-4), the amount of **$107,757.00**; for purchase of insurance, payment of costs of protecting or defending itself, and for risk management and loss control programs (which has no rate limit as is pursuant to 745 ILCS 10/9-107) the amount of **$40,000;** for a public library audit (the maximum rate of which is .005% of the equalized assessed valuation under 65 ILCS 5/8-8-8) the amount of **$10,000.** Finally, for participation in the Illinois Municipal Retirement Fund (which has no rate limit and is pursuant to 40 ILCS 5/7-101, et seq. and 5/22-401, et seq.) the amount of **$38,505.00**; and for payments of employer's share of Medicare and Social Security (which has no rate limit and is pursuant to 40 ILCS 5/21-110) the amount of **$42,312.00**.

RETURN TO AGENDA

Fairview Heights
Public Library

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

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

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

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

Sincerely,

Deborah Smith

Deborah Smith, President
Fairview Heights Public Library
Board of Trustees

RETURN TO AGENDA

PROPOSED ORDINANCE NO. 54-'26

AN ORDINANCE ABATING THE TAX HERETO LEVIED FOR LIBRARY PURPOSES FOR THE FISCAL YEAR STARTING MAY 1, 2027, AND ENDING APRIL 30, 2028, IN THE AMOUNT OF ONE MILLION FORTY-SIX THOUSAND SEVEN HUNDRED FIFTY-ONE DOLLARS ($1,046,751).

WHEREAS, the City Council (the "City Council") of the City of Fairview Heights, St. Clair County, Illinois (the "City"), by Ordinance No._____, adopted on the ____ day of _____ 2026 (the "Ordinance"), provided for the levy of a direct annual tax sufficient to pay ONE MILLION FORTY-SIX THOUSAND SEVEN HUNDRED FIFTY-ONE DOLLARS ($1,046,751) to the Library Fund of the Fairview Heights Public Library (the "Public Library"); and

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

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

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

SECTION 1. ABATEMENT OF TAX. The tax levied for the Fiscal Year starting May 1, 2027 and ending April 30, 2028, for Library purposes, namely ONE MILLION FORTY-SIX THOUSAND SEVEN HUNDRED FIFTY-ONE DOLLARS ($1,046,751) is hereby abated.

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

RETURN TO AGENDA

of the County of St. Clair, IL and it shall be the duty of said County Clerk to abate said tax levied for Library purposes for the tax year 2026 in its entirety.

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

READ FIRST TIME:

READ SECOND TIME:

PASSED:

APPROVED:

_____
MARK T. KUPSKY – MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

_____
KAREN J. KAUFHOLD – CITY CLERK

RETURN TO AGENDA

CERTIFICATION

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

I, KAREN J. KAUFHOLD, do hereby certify that as the City Clerk of the City of Fairview Heights, Illinois, I am the keeper of the Records, Minutes, Ordinances and other Books, Records and Papers of the City, and that the foregoing is a true and correct copy of Ordinance No. XXXX-2026, AN ORDINANCE ABATING THE TAX HERETO LEVIED FOR LIBRARY PURPOSES FOR THE FISCAL YEAR STARTING MAY 1, 2027, AND ENDING APRIL 30, 2028, IN THE AMOUNT OF ONE MILLION FORTY-SIX THOUSAND SEVEN HUNDRED FIFTY-ONE DOLLARS ($1,046,751) passed at the DATE XX, 2026 City Council meeting and approved by the Mayor DATE XX, 2026.

WITNESS, my hand and the Corporate Seal of the City of Fairview Heights, Illinois this XXth day of DATE 2026.

_____
KAREN J. KAUFHOLD - CITY CLERK

RETURN TO AGENDA

PROPOSED ORDINANCE NO. 55-'26

AN ORDINANCE ABATING THE TAX HERETO LEVIED FOR THE YEAR 2026 TO PAY THE PRINCIPAL OF AND INTEREST ON THE NINE MILLION FOUR HUNDRED SEVENTY THOUSAND DOLLAR ($9,470,000.00) GENERAL OBLIGATION BONDS, SERIES 2017 OF THE CITY OF FAIRVIEW HEIGHTS, ST. CLAIR COUNTY, ILLINOIS.

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

WHEREAS, the City has moneys in the Bond Fund established pursuant to the Ordinance for the purpose of paying the principal of and interest on the bonds up to and including January 1, 2027 and;

WHEREAS, it is necessary and in the best interest of the City that the tax hereto levied for the year 2026 to pay the principal of and interest on the Bond to be abated;

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

SECTION 1. ABATEMENT OF TAX. The tax hereto levied for the year 2026 in the Ordinance, namely FIVE HUNDRED EIGHTY-FIVE THOUSAND SIX HUNDRED SEVENTY-FIVE ($585,675.00), is hereby abated in its entirety.

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

RETURN TO AGENDA

of the County of St. Clair, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2026 in accordance with the provisions hereof.

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

READ FIRST TIME:

READ SECOND TIME:

PASSED:

APPROVED:

_____
MARK T. KUPSKY – MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

_____
KAREN J. KAUFHOLD – CITY CLERK

RETURN TO AGENDA

PROPOSED ORDINANCE NO. 56-'26

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

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

WHEREAS, the City has moneys in the Bond Fund established pursuant to the Ordinance for the purpose of paying the principal of and interest on the bonds up to and including January 1, 2027 and;

WHEREAS, it is necessary and in the best interest of the City that the tax hereto levied for the year 2026 to pay the principal of and interest on the Bond to be abated;

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

SECTION 1. ABATEMENT OF TAX. The tax hereto levied for the year 2026 in the Ordinance, namely FOUR HUNDRED NINETY-SIX THOUSAND ONE HUNDRED TWENTY- FIVE DOLLARS ($496,125.00), is hereby abated in its entirety.

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

RETURN TO AGENDA

of the County of St. Clair, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2026 in accordance with the provisions hereof.

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

READ FIRST TIME:

READ SECOND TIME:

PASSED:

APPROVED:

_____
MARK T. KUPSKY – MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

_____
KAREN J. KAUFHOLD – CITY CLERK

RETURN TO AGENDA

PROPOSED ORDINANCE NO. 57-'26

AN ORDINANCE ABATING THE TAX HERETO LEVIED FOR THE YEAR 2026 TO PAY THE PRINCIPAL OF AND INTEREST ON THE EIGHT MILLION TWO HUNDRED AND FIFTY THOUSAND DOLLARS ($8,250,000.00) GENERAL OBLIGATION BONDS, SERIES 2025 OF THE CITY OF FAIRVIEW HEIGHTS, ST. CLAIR COUNTY, ILLINOIS.

WHEREAS, the City Council (the "City Council") of the City of Fairview Heights, St. Clair County, Illinois (the "City"), by Ordinance Number 2008-2025, adopted on the 4th day of November 2025 (the "Ordinance"), did provide for the issuance of EIGHT MILLION TWO HUNDRED FIFTY THOUSAND DOLLAR ($8,250,000.00) General Obligation Bonds, Series 2025, (the "Bonds"), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and;

WHEREAS, the City has moneys in the Bond Fund established pursuant to the Ordinance for the purpose of paying the principal of and interest on the bonds up to and including January 1, 2027 and;

WHEREAS, it is necessary and in the best interest of the City that the tax hereto levied for the year 2026 to pay the principal of and interest on the Bond to be abated;

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

SECTION 1. ABATEMENT OF TAX. The tax hereto levied for the year 2026 in the Ordinance, namely FIVE HUNDRED FORTY THOUSAND TWO HUNDRED FIFTY ($540,250.00), is hereby abated in its entirety.

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

RETURN TO AGENDA

of the County of St. Clair, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2026 in accordance with the provisions hereof.

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

READ FIRST TIME:

READ SECOND TIME:

PASSED:

APPROVED:

_____
MARK T. KUPSKY – MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

_____
KAREN J. KAUFHOLD – CITY CLERK

RETURN TO AGENDA

PROPOSED RESOLUTION NO. 77-‘26

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT ON BEHALF OF THE CITY OF FAIRVIEW HEIGHTS WITH MAYER LANDSCAPING, INC. FOR THE KADLEC DRIVE IMPROVEMENTS

WHEREAS, the City has advertised for bids for labor, materials, and equipment for roadway improvements including demolition, grading, asphalt pavement, curb and gutter, storm sewer, and incidentals for the Kadlec Drive improvements; and

WHEREAS, Mayer Landscaping, 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 Mayer Landscaping, Inc., 3620 High Prairie School Road, Belleville, Illinois 62220 for work related to the Kadlec Drive Improvements for the sum of EIGHT HUNDRED SEVEN THOUSAND TWO HUNDRED THIRTY-THREE DOLLARS AND EIGHTY-FIVE CENTS ($807,233.85) pursuant to the proposal documents attached hereto and marked “Exhibit A.”

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

PASSED:

APPROVED:

_____
MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

_____
KAREN J. KAUFHOLD – CITY CLERK

RETURN TO AGENDA

"EXHIBIT A"

CONTRACT

INSTRUCTIONS FOR EXECUTING CONTRACTS

If the Contract is signed by the secretary of the corporation, the following certificate should be executed by some other officer of the corporation, under the corporate seal. In lieu of the following certificate, there may be attached to the Contract copies of so much of the records of the corporation as will show the official character and authority of the officers signing, duly certified by the secretary, or assistant secretary, under the corporate seal to be true copies.

The full name and business address of the Contractor should be inserted, and the Contract be signed with his official signature. Please have the name of the signing party or parties typewritten, or printed, under all signatures to the Contract.

If the Contractor is operating as a partnership, each partner should sign the Contract. If the Contract is NOT signed by all partners, there should be attached to the Contract a duly authenticated power-of-attorney evidencing the signer's (signers') authority to sign such Contract for-and-in-behalf of the partnership.

If the Contractor is an individual, the trade name (if the Contractor is operating under a trade name) should be indicated in the Contract and the Contract should be signed by such individual. If signed by one other than the Contractor, there should be attached to the Contract a duly authenticated power-of-attorney evidencing the signer's authority to execute such Contract for-and-in-behalf of the Contractor.

If the Contractor is a corporation, the following certificate should be executed:

I, _____, certify that I am the

Secretary of the Corporation,

_____, and that

_____ who signed the foregoing Contract on

behalf of the Contractor, was then _____ of said

Corporation; that said Contract was duly signed for and in-behalf of said Corporation by

authority of its governing body, and is within the scope of its corporate powers.

RETURN TO AGENDA

CONTRACT

KADLEC DRIVE IMPROVEMENTS

FAIRVIEW HEIGHTS, ILLINOIS

THIS CONTRACT, made the _____ day of _____, 20__, by and between _____, hereinafter called the "Contractor", and the City of FAIRVIEW HEIGHTS hereinafter called the "Owner".

WITNESSETH, that the Contractor and the Owner, for the consideration stated herein agree as follows:

SCOPE OF WORK: The Contractor shall perform everything required to be performed, and shall provide and furnish at his sole cost and expense all the labor, tools, materials (except as otherwise specified), expendable equipment, transportation services, bonds, and insurance required for **KADLEC DRIVE IMPROVEMENTS** all in strict accordance with the Contract Documents, including any and all addenda, prepared by the City of FAIRVIEW HEIGHTS, in these Contract Documents referred to, as Owner, which Plans and Specifications, and other Contract Documents, are hereby made a part of this Contract; and the Contractor shall do everything required by this Contract and the other Documents constituting a part hereof.

THE CONTRACT PRICE: The Owner shall pay the Contractor for the performance of the work complete in place; the accepted price submitted by the Contractor pursuant to the "Notice to Bidders", the Owner having accepted the Contractor's proposal as the lowest and best bid. The accepted price shall be set out on the proposal sheets bound in this Specification Document, which proposal sheets are hereby, by reference, made as much a part of this Contract as if repeated verbatim herein.

TIME OF COMPLETION: The Contractor agrees to commence the work to be performed under this Contract within ten (10) calendar days after execution of the Contractual Documents, or upon receipt of a substantial portion of materials, and to diligently prosecute the work in such a sequence and manner as to complete the work in all detail ready for continuous and successful operation within the time limit stated in the Proposal.

In case the Contractor shall fail to complete the work or any part thereof according to the terms of this Contract, then, and in such case, the Owner reserves the right and is hereby authorized to declare this Contract forfeited and to re-let the unfinished portion thereof in the manner provided by law, and such person or persons to whom such work shall have been re-let shall be and are hereby authorized to complete said portion of the work without hindrance from the Contractor. And the Contractor shall be liable, in case of nonperformance of this Contract, or any part thereof, and hereby agrees to pay said Owner, as damages, all the costs, charges and expenses attending such re-letting, and also such sums or amounts as it shall cost to complete the said Contract over and above the amounts hereby agreed for the various items therefor.

RETURN TO AGENDA

COMPONENT PARTS OF THIS CONTRACT: This Contract consists of the following component parts all of which are as fully a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

1) Notice to Bidders.
2) Special Provisions.
3) Addenda Numbers: 1 _____, _____, _____, _____.
4) Construction Drawings.
5) Drawings and Descriptions submitted by the Contractor and approved by the City of FAIRVIEW HEIGHTS.
6) The Contractor's Proposal.
7) This Contract.
8) Performance Bond.
9) The Substance Abuse Prevention on Public Works Act
10) Illinois Department of Labor Certified Payroll
11) Highway Standards

CONTRACT PROVISION: The Contractor covenants and agrees to pay all damages for injury to real or personal property, or for any injury or death sustained by any person growing out of any act or deed of the Contractor, or his employees; or any of his subcontractors or their employees. The Contractor hereby agrees to indemnify and save the Owner, harmless against all suits and actions of every name and description brought against said Owner for, or on account of any such injuries to real or personal property, or injuries received, or death sustained by any person or persons, caused by said Contractor, his servants, agents, or employees, in the execution of said work; or by or in consequence of any negligence in guarding the same; or by or on account of any omission or act of the Contractor, his agents or employees; and the said Contractor further agrees that so much of the money due him under and by virtue of this Contract as shall be considered necessary by the Owner may be retained by said Owner to protect itself against loss until such suit or claim for damages shall have been settled, and evidence to that effect shall have been furnished to the satisfaction of the said Owner.

LIQUIDATED DAMAGES: Owner and Contractor recognize that the Owner will suffer direct financial loss if Work is not completed within the Contract times specified above plus any extensions thereof allowed, and therefore time is of the essence. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Contactor and Surety agree to forfeit and pay owner as liquidated damages for delay (but not as a penalty) the amount of one thousand dollars ($1000) for each calendar day that expires after the Contract Time specified for substantial completion until the Work is substantially complete and one thousand dollars ($1,000) for each calendar day that expires after the time specified for final completion and ready for final acceptance until the Work is completed. These amounts represent a reasonable estimate of Owner's expenses for extended delays and for inspection, engineering services, and administrative costs associated with such delay. This provision shall be effective between the parties ipso facto and without demand or putting in default, it being specifically agreed that the Contractor by his mere failure to complete the Work on or before the date specified shall be deemed in default.

RETURN TO AGENDA

PREVAILING WAGES: No less than the prevailing rate of wages, as determined in accordance with the Illinois Prevailing Wage Act, shall be paid to all laborers, operators, teamsters, masons, plumbers, and any workmen employed in the accomplishment of this project. **On site wage interviews may be conducted periodically to assure compliance with the prevailing wage rates. The Contractor shall submit payrolls electronically through the Certified Transcript of Payroll Portal located at www2.illinois.gov/idol. A confirmation receipt showing payroll has been submitted through the portal shall be submitted as proof of compliance at the time of each payment request. Payment will not be made without submittal of this documentation.**

ACCEPTANCE AND FINAL PAYMENT: Upon receipt of written notice that the work is ready for final inspection and when the City of FAIRVIEW HEIGHTS finds the work acceptable under the Contract and the Contract fully performed, he shall promptly issue a final certificate, over his own signature, stating that the work provided for in this Contract has been completed and has been accepted by him under the terms and conditions thereof. Before issuance of final certificate, the Contractor shall submit to the Owner satisfactory evidence and affidavits that all payrolls, material bills, subcontractors and other indebtedness have been paid.

The City of FAIRVIEW HEIGHTS, upon issuance of the final certificate that the work provided for in this Contract has been completed under the terms and conditions thereof and if the City is satisfied that all work has been completed in a satisfactory manner and according to the terms and conditions of the Contract, will deliver to the Contractor final payment according to the final estimates furnished by the City of FAIRVIEW HEIGHTS, said final payment to be made payable thirty (30) days from the date of final acceptance of the work by the Owner.

RETURN TO AGENDA

To each of the conditions and stipulations of this Contract, the undersigned each for himself, binds itself, its successors and assigns. IN WITNESS WHEREOF, the City of FAIRVIEW HEIGHTS, and the Contractor have hereunto respective set their names the day and year first written above.

_____
BIDDER - COMPANY NAME

(SEAL)

_____
ADDRESS

_____
CITY / STATE / ZIP

BY: _____ ATTEST: _____

_____ _____
TITLE DATE TITLE DATE

(SEAL)

FAIRVIEW HEIGHTS
10025 BUNKUM ROAD
FAIRVIEW HEIGHTS, IL 62208

BY: _____ ATTEST: _____

_____ _____
DATE DATE

RETURN TO AGENDA

PROPOSAL

KADLEC DRIVE IMPROVEMENTS

FAIRVIEW HEIGHTS, ILLINOIS

To: The Mayor and City Council
City of Fairview Heights, Illinois

The undersigned, having familiarized (himself) (itself) (themselves) with the local conditions affecting the cost of the work and with the Contract Documents, including the Notice to Bidders, General Conditions, Special Provisions, Specifications for Workmanship and Materials, Proposal, Form of Contract, Form of Bonds, etc., and with the plans and addenda on file in the Office of the City Clerk of the City of Fairview Heights, Illinois, hereby proposes to perform everything required to be performed and to provide and furnish all of the labor, materials, necessary tools, expendable equipment, and all utility and transportation services necessary to perform and complete in a workmanlike manner all work required in connection with the construction of **KADLEC DRIVE IMPROVEMENTS** the City of Fairview Heights, Illinois, all in accordance with the Plans and Specifications, including:

ADDENDA NUMBER	DATE
Addendum No. 1	10/21/2026

issued thereto and acknowledged herein, for the unit prices given in the following **SCHEDULE OF QUANTITIES AND BID UNIT PRICES:**

RETURN TO AGENDA

PROPOSAL

SCHEDULE OF QUANTITIES AND BID UNIT PRICES

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	12	$89.15	$1,069.80
2	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	120	$87.60	$10,512.00
3	EARTH EXCAVATION	CU YD	2,183	$34.65	$75,640.95
4	EROSION CONTROL BLANKET	SQ YD	509	$2.50	$1,272.50
5	INLET AND PIPE PROTECTION	EACH	18	$294.00	$5,292.00
6	SUBBASE GRANULAR MATERIAL, TYPE B 8"	SQ YD	127	$25.00	$3,175.00
7	SUBBASE GRANULAR MATERIAL, TYPE C 5"	SQ YD	622	$10.15	$6,313.30
8	AGGREGATE BASE COURSE, TYPE A 8"	SQ YD	4,177	$11.80	$49,288.60
9	AGGREGATE BASE COURSE, TYPE B 4"	SQ YD	556	$17.80	$9,896.80
10	AGGREGATE BASE COURSE, TYPE B 8"	SQ YD	131	$24.55	$3,216.05
11	AGGREGATE SURFACE COURSE, TYPE B	TON	70	$50.80	$3,556.00
12	AGGREGATE FOR TEMPORARY ACCESS	TON	300	$41.15	$12,345.00

RETURN TO AGENDA

PROPOSAL

SCHEDULE OF QUANTITIES AND BID UNIT PRICES (CONTINUED)

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
13	BITUMINOUS MATERIALS (PRIME COAT)	POUND	9,398	$0.15	$1,409.70
14	BITUMINOUS MATERIALS (TACK COAT)	POUND	940	$4.15	$3,901.00
15	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	936	$138.50	$129,636.00
16	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "C", N50	TON	510	$137.00	$69,870.00
17	INCIDENTAL HOT-MIX ASPHALT SURFACING	TON	22	$342.00	$7,524.00
18	PCC DRIVEWAY PAVEMENT, 6"	SQ YD	556	$93.00	$51,708.00
19	PAVEMENT REMOVAL	SQ YD	93	$14.60	$1,357.80
20	DRIVEWAY PAVEMENT REMOVAL	SQ YD	655	$9.25	$6,058.75
21	PIPE CULVERT REMOVAL	FOOT	648	$12.50	$8,100.00
22	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 12"	FOOT	312	$73.65	$22,978.80
23	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 18"	FOOT	47	$105.70	$4,967.90
24	STORM SEWERS, CLASS A, TYPE 1 EQUIVALENT ROUND-SIZE 30"	FOOT	18	$217.95	$3,923.10
25	STORM SEWERS, CLASS B, TYPE 1 12"	FOOT	28	$96.20	$2,693.60

RETURN TO AGENDA

PROPOSAL

SCHEDULE OF QUANTITIES AND BID UNIT PRICES (CONTINUED)

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
26	INLETS, TYPE A, TYPE 3V FRAME AND GRATE	EACH	3	$2,130.00	$6,390.00
27	INLETS, TYPE B, TYPE 3V FRAME AND GRATE	EACH	4	$2,430.00	$9,720.00
28	MANHOLES TO BE ADJUSTED	EACH	1	$837.00	$837.00
29	MANHOLES TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID	EACH	2	$1,310.00	$2,620.00
30	MANHOLES TO BE RECONSTRUCTED	EACH	2	$2,728.00	$5,456.00
31	COMBINATION CONCRETE CURB AND GUTTER, TYPE M-4.18	FOOT	2,685	$26.85	$72,092.25
32	BOX CULVERTS TO BE CLEANED	FOOT	61	$138.50	$8,448.50
33	MOBILIZATION	L SUM	1	$19,750.00	$19,750.00
34	STUMP REMOVAL	EACH	1	$230.00	$230.00
35	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH	SQ YD	164	$13.25	$2,173.00
36	INLETS, SPECIAL, NO. 1	EACH	10	$3,725.00	$37,250.00
37	INLETS, SPECIAL, NO. 2	EACH	1	$3,935.00	$3,935.00
38	WOOD FENCE TO BE REMOVED AND RE-ERECTED	FOOT	87	$58.05	$5,050.35

RETURN TO AGENDA

PROPOSAL

SCHEDULE OF QUANTITIES AND BID UNIT PRICES (CONTINUED)

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
39	CONSTRUCTION LAYOUT	L SUM	1	$15,655.00	$15,655.00
40	STORM SEWER (WATER MAIN REQUIREMENTS) 12 INCH	FOOT	199	$80.80	$16,079.20
41	STORM SEWER (WATER MAIN REQUIREMENTS) 18 INCH	FOOT	612	$94.05	$57,558.60
42	PAVED DITCH (SPECIAL)	FOOT	286	$85.05	$24,324.30
43	SEEDING, FERTILIZER AND MULCH	L SUM	1	$8,500.00	$8,500.00
44	ROOF DRAIN CONNECTION	EACH	1	$2,225.00	$2,225.00
45	ADJUSTING SANITARY LATERALS	EACH	6	$1,405.50	$8,433.00
46	TRAFFIC CONTROL AND PROTECTION (SPECIAL)	L SUM	1	$4,800.00	$4,800.00

TOTAL BID $807,233.85

RETURN TO AGENDA

PROPOSAL

If awarded this contract, the undersigned agrees to commence work upon ten (10) working days after award, and to complete all the work by **June 30, 2027**.

Accompanying this proposal is a (certified check), (cashier's check), (bid bond), in the amount of See attached Bid Bond dollars ($_____), payable to the City of Fairview Heights, Illinois, which it is agreed will be forfeited to the City, if the undersigned fails to execute the contract and furnish a Performance Bond within ten (10) days after notification of the award of the contract to the undersigned.

Mayer Landscaping, Inc.
BIDDER - COMPANY NAME

3620 High Prairie School Road
ADDRESS

Belleville, IL 62220
CITY / STATE / ZIP

BY: Stacie Mayer

President 11/10/2026
TITLE DATE

RETURN TO AGENDA

PROPOSAL

NON-COLLUSION AFFIDAVIT

The bidder, by its officers and their authorized agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, nor with any public officer of the CITY OF FAIRVIEW HEIGHTS whereby such affiant or affiants, or either of them, has paid or is to pay to such other bidder or public officer any sum of money; nor has given or is to give such other bidder or public officer anything of value whatever, or such affiant or affiants; or either of them, has not, directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the Contract sought for by the attached bids; nor any inducement of any form or character, other than that which appears upon the face of the bid, will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the Contract; nor has this bidder entered into any agreement or understanding of any kind whatsoever, with any person, in any way or manner, for any of the proceeds of the contract sought by this bid.

Mayer Landscaping, Inc. BY: Stacie Mayer
BIDDER - COMPANY NAME

3620 High Prairie School Road | President | 11/10/2026
ADDRESS | TITLE | DATE

Belleville, IL 62220
CITY / STATE / ZIP

Subscribed and sworn to before me this 10th day of November, 2026.

My commission expires: 11/30/2030 Courtney N Munie
NOTARY PUBLIC

NOTE: Bidders should not add any conditions or qualifying statements to this bid, as otherwise the bid may be declared irregular as being not responsive to the advertisement for bids.

OFFICIAL SEAL
COURTNEY N MUNIE
Notary Public, State of Illinois
Commission No. 1039327
My Commission Expires
September 30, 2030

RETURN TO AGENDA

PROPOSAL

BID BOND

WE, Mayer Landscaping, Inc..,

as PRINCIPAL, and

Swiss Re Corporate Solutions American Insurance Corporation, as SURETY

with authority to do business in Illinois, are held and firmly bound unto the CITY OF FAIRVIEW HEIGHTS, Illinois, in the penal sum of Five Percent (5%) of the total bid price lawful money of the United States. We bind ourselves jointly and severally, and our joint and several heirs, executors, administrators, successors and assigns, firmly by these presents, this 10th day of November, 20 26, to pay to the CITY OF FAIRVIEW HEIGHTS this sum under the conditions of this instrument.

WHEREAS the condition of the foregoing obligation is such that, the said PRINCIPAL is submitting a written proposal to the CITY OF FAIRVIEW HEIGHTS for the construction of the **KADLEC DRIVE IMPROVEMENTS.**

THEREFORE, if the proposal is accepted and a contract awarded to the PRINCIPAL by the CITY OF FAIRVIEW HEIGHTS for the aforementioned improvement, and the PRINCIPAL shall within ten (10) calendar days after receipt of the notice of award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work and furnish evidence of the required insurance coverage, all as required by the project specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the CITY OF FAIRVIEW HEIGHTS determines that the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the CITY OF FAIRVIEW HEIGHTS shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees and any other expense of recovery.

RETURN TO AGENDA

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 10th day of November, 20 26.

(SEAL) PRINCIPAL

Mayer Landscaping, Inc.
PRINCIPAL - COMPANY NAME

3620 High Prairie School Road
ADDRESS

Belleville, Illinois 62220
CITY / STATE / ZIP

ATTEST: Courtney Munie BY: Staci Mayer

Project Administrator 11/10/2026
TITLE DATE

President 11/10/2026
TITLE DATE

(SEAL) SURETY

Swiss Re Corporate Solutions America Insurance Corporation
SURETY - COMPANY NAME

BY: Taffra S. Holman
ATTORNEY-IN-FACT
Taffra S. Holman, Attorney-in-Fact

Subscribed and sworn to before me this 10th day of November, 20 26.

My commission expires: 9/30/2028 Melissa R. Long
NOTARY PUBLIC

MELISSA LONG
Notary Public - Notary Seal
STATE OF MISSOURI
St. Charles County
My Commission expires: Sep. 09, 2028
Commiss on # 24084303

RETURN TO AGENDA

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

DENNIS W. LUTZ, TAFFRA S. HOLMAN, MICHELLE L. FOWLS, CATHERINE M.KRUEGER, MICHAEL A. BOUCHER, BARRE HAMMOND,

KARENA ALMIEDA, MATTHEW MORIN, ROBIN L. PASCHALL, VALERIE SUE LEE and MELISSA R. LONG

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION ($200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION CORPORATE SEAL 1973 MISSOURI

SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION CORPORATE SEAL MISSOURI

By _____
David Satory, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By _____
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC

WESTPORT INSURANCE CORPORATION CORPORATE SEAL MISSOURI

IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 7TH day of AUGUST, 20 24

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

State of Illinois
County of Cook ss

On this 7TH day of AUGUST, 20 24, before me, a Notary Public personally appeared David Satory, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SPCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

OFFICIAL SEAL
KAREN M SZWEDA
Notary Public, State of Illinois
Commission No. 978638
My Commission Expires September 25, 2027

Karen M. Szweda, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 10 day of November, 20 26.

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

RETURN TO AGENDA

FAIRVIEW HEIGHTS

DEPARTMENT OF PUBLIC WORKS

ADDENDUM NO. 1
KADLEC DRIVE IMPROVEMENTS
CITY OF FAIRVIEW HEIGHTS
OCTOBER 27, 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.

Local Public Agency, Formal Contract Proposal:

Page 2 of 6, Delete Item 4 in its entirety.

Proposal:

Page 8, Bid Bond, Discard. Replace with attached Page 8, Bid Bond.

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

Attachments: Local Public Agency, Formal Contract Proposal, Page 2 of 6
Proposal, Page 8, Bid Bond - Revised

Signature

11/10/2026
Date

Mayer Landscaping, Inc.
Company Name

3620 High Prairie School Road
Street Address

Belleville, IL 62220
City, State, Zip Code

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

Illinois Department of Transportation

Certificate of Eligibility

Mayer Landscaping, Inc.
3620 High Prairie School Road BELLEVILLE, IL 62220

Contractor No 3752
(1st Revision)

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED $93,749,000.00

001	EARTHWORK	$1,600,000	
005	HMA PAVING	$3,175,000	B
012	DRAINAGE	$950,000	
017	CONCRETE CONSTRUCTION	$5,150,000	
018	LANDSCAPING	$4,875,000	
022	FENCING	$7,675,000	

RETURN TO AGENDA

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 5/28/2026 TO 4/30/2027 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION.
ISSUED AT SPRINGFIELD, ILLINOIS ON 5/28/2026.

B Restricted to 1200 tons in any 1 contract (Class I and/or BAM) or as specified by local agency

Engineer of Construction

RETURN TO AGENDA

PROPOSED RESOLUTION NO. 78-‘26

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A PERMANENT GAS PIPELINE EASEMENT WITH AMEREN ILLINOIS

WHEREAS, Ameren Illinois is requesting from the City a variable-width Permanent Easement containing 0.69 acres located on the south side of Longacre Drive, part of PIN 03-33.0-200-012, for location of a gas pipeline, and

WHEREAS, upon possession and transfer of Permanent Easement, Ameren Illinois shall pay the City of Fairview Heights the amount of $102,000.00.

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

That the City of Fairview Heights does hereby authorize the Mayor to sign a variable-width Permanent Easement containing 0.69 acres located on the south side of Longacre Drive, part of PIN 03-33.0-200-012, for location of a gas pipeline for which the City of Fairview Heights shall receive the sum of ONE HUNDRED TWO THOUSAND DOLLARS AND NO CENTS ($102,000.00) from Ameren Illinois per “Exhibit A”, attached hereto, and made a part hereof.

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

RETURN TO AGENDA

"EXHIBIT A"

REMS INFORMATION
Agreement ID:
Project ID:

TEMPORARY CONSTRUCTION EASEMENT

PIN: 03-33.0-200-012

KNOW ALL MEN BY THESE PRESENTS, this _____ day of _____, 20____, that **City of Fairview Heights**, its successors and assigns, whether one or more and whether an individual, individuals, a corporation, or other legal entity (hereinafter "Grantor"), for and in consideration of the sum of One and No/100ths Dollars ($1.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby grant unto **AMEREN ILLINOIS COMPANY d/b/a AMEREN ILLINOIS**, an Illinois corporation, its successors and assigns (hereinafter "Grantee"), a temporary construction easement (hereinafter "Easement") with the right, privilege, and authority of Grantee, its agents, contractors, and subcontractors to perform the activities necessary for the construction of Phase II of TR 4 pipeline replacement project, together with all rights and privileges for the exercise and enjoyment of said Easement rights and the authority to extend to any other party the right to use, pursuant to the provisions hereof, upon, over, across and under Grantor's land described in Exhibit "A", with the area of the Easement illustrated in Exhibit "B" (hereinafter "Easement Area"), said exhibits attached hereto and made a part hereof, situated in Section 33, Township 2 North, Range 8 West, of the 3rd Principal Meridian, in St. Clair County, State of Illinois.

Grantor also conveys the right of ingress and egress to and over the Easement Area and premises of Grantor adjoining the same, for all purposes herein stated; together with the right to trim, control the growth, cut and remove or cause to be removed at any time and from time to time, by any means, any and all brush, bushes, saplings, trees, roots, undergrowth, rock, overhanging branches, and other obstructions upon, over, and under the surface of said Easement Area and of the premises of Grantor adjoining the same deemed by Grantee to interfere with the exercise and enjoyment of Grantee's rights hereunder; together with the right to erect and use construction equipment at said Easement Area.

IT IS UNDERSTOOD that the Easement rights herein granted shall terminate upon completion of the construction project referenced above.

IT IS ALSO UNDERSTOOD that the Easement herein granted does not convey any right or interest in Grantor's property, except as stated herein, nor prevent Grantor from the use of its property, provided however, that such use does not interfere with the Grantee's exercise of the Easement rights hereinabove conveyed.

RETURN TO AGENDA

In addition, in consideration of the grant of easement contained herein, the Grantee, its successors and assigns agree to the following conditions of entry:

DAMAGE TO PROPERTY: Grantee shall exercise care to avoid damaging the property in any manner not consistent with the purpose for which this agreement is issued. Grantee shall be responsible for actual damages (except the trimming, controlling of growth, cutting, and removal of trees and other vegetation) occurring as a result of the Grantee's exercise of the Easement rights hereinabove conveyed and shall reimburse the owner thereof for such loss or damages.

COOPERATION WITH GRANTOR: Grantee shall at all times cooperate with Grantor and comply with reasonable requests not inconsistent with the purpose for which this agreement is issued.

RESTORATION: Grantee shall spread material uniformly over the construction site, seed, and fertilize, if applicable. Upon completion of the construction project, Grantee, shall clean the Easement Area of all rubbish, excess material, temporary structures, and equipment. Grantee shall restore the Easement Area to a condition substantially similar to its condition immediately preceding Grantee's above-referenced construction project.

Grantor, for itself, its successors and assigns, does hereby warrant and covenant unto Grantee, (1) that Grantor is the owner of the Easement Area and has the full right and authority to grant this Easement, (2) that Grantee may quietly enjoy the Easement for the purposes herein stated, and (3) that Grantor will not create or permit any building or other obstruction or condition of any kind or character upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the Easement rights hereinabove conveyed.

Grantor hereby waives and releases any and all homestead and other marital rights it may have pursuant to Illinois law.

This Easement shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, the Grantor has hereunto caused this Temporary Construction Easement to be executed on the date hereinabove written.

City of Fairview Heights

By: _____

Name: _____

Title: _____

RETURN TO AGENDA

ALL PURPOSE NOTARY ACKNOWLEDGMENT

STATE OF ILLINOIS
COUNTY OF ST. CLAIR } SS

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared (print or type names of signatories):

_____ _____

to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Capacity Claimed By Signator(s)

☐ Individual(s)	☒ Corporate	☐ Limited Liability Company	☐ Partner(s)
☐ Trustee(s)	Title(s) of Officer(s):	Member(s)/Manager(s):	☐ Limited Partnership
☐ Executor(s)	_____	_____	☐ General Partnership
☐ Administrator(s)	_____	_____	☐ Other (Specify Below):
☐ Attorney-In-Fact	_____	_____	_____
☐ Conservator(s)	_____	_____	_____
☐ Guardian(s)	_____	_____	_____

_____ _____
My Commission Expires Notary Public

Affix Notary Stamp Below

Prepared By: Shawnee Professional Services
Terry Kittle, Project Manager
104 South 4th St / PO Box 125
Vienna, IL 62995

Return To: Shawnee Professional Services
Terry Kittle, Project Manager
104 South 4th St / PO Box 125
Vienna, IL 62995

CON
WO#: J0J1F
Facility Name: TR 4
38.585449, -89.992727
10/26/2026

RETURN TO AGENDA

EXHIBIT "A"
(Grantor's Land)

PART OF THE NORTHEAST 1/4 OF SECTION NO. 33 IN TOWNSHIP 2 NORTH, RANGE 8 WEST OF THETHIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO -WIT:

COMMENCING AT A STONE IN THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4 OF SAID SECTION;THENCE RUNNING NORTH ALONG THE WEST LINE OF SAID NORTHEAST 1/4 TO THE NORTHWEST CORNER THEREOF; THENCE EAST ALONG THE NORTH LINE OF SAME 16 CHAINS AND 13 LINKS; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID QUARTER SECTION TO THE SOUTH LINE THEREOF; THENCE WEST ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 16 CHAINS AND 13 LINKS TO THE POINT OF BEGINNING.

EXCEPTING HOWEVER, THAT PART THEREOF DESCRIBED IN THE DEED FROM HERBERT YOUNG TO ST. LOUIS, O'FALLON AND LEBANON ELECTRIC RAILROAD COMPANY DATED JULY 3, 1902 AND RECORDED IN THE RECORDER'S OFFICE OF ST. CLAIR COUNTY, ILLINOIS IN BOOK 300 ON PAGES 274.

EXCEPTING ALSO THAT PART THEREOF DESCRIBED IN THE DEED FROM FRANK H. BERGMANN AND CAROLINE BERGMANN, HIS WIFE, TO THE ST. LOUIS AND O'FALLON COAL COMPANY DATED MARCH 25, 1905 AND RECORDED IN SAID RECORDER'S OFFICE IN BOOK 338 ON PAGE 92.

ALSO 16 ACRES OFF THE WEST SIDE OF LOT NO. 6, PART SAID NORTHEAST 1/4 OF SAID SECTION NO. 33, AS APPEARS ON THE PLAT OF COMMISSIONERS IN PARTITION OF THE OGLESBY LAND RECORDED IN THE RECORDER'S OFFICE OF ST. CLAIR COUNTY, ILLINOIS, IN BOOK OF DEED "J" ON PAGES 162 AND ALSO ON THE PLAT RECORDED IN SAID RECORDER'S OFFICE IN BOOK OF PLATS "A" ON PAGE
403.

EXCEPTING ALSO THE SOUTH 945.50 FEET OF LOT NO. 7-B AND THE SOUTH 945.40 FEET OF LOT 6-B OF THE NORTHEAST 1/4 OF SECTION NO. 33 IN TOWNSHIP 2 NORTH, RANGE 8 WEST OF THE THIRD PRINCIPAL MERIDIAN; REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF ST. CLAIR COUNTY, ILLINOIS IN BOOK OF PLATS "A" ON PAGE 403.

EXCEPTING ALSO A PART OF LOTS 6B AND 7A OF THE NORTHEAST 1/4 OF SECTION NO. 33; TOWNSHIP 2 NORTH, RANGE 8 WEST OF THE THIRD PRINCIPAL MERIDIAN; REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN THE HE RECORDER'S OFFICE OF ST. CLAIR COUNTY, ILLINOIS IN BOOK OF ASSESSOR'S PLATS LANDS NORTH 2 ON PAGE 43, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 6B, THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 6B 480.93 FEET, MORE OR LESS, TO A POINT IN THE CENTERLINE OF LOLA LANE EXTENDED, AS SAID LOLA LANE IS SHOWN ON THE PLAT OF "SECOND ANNEX TO HOLLANDIA"; REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN BOOK OF PLATS 55 ON PAGE 32; THENCE WEST AND PARALLEL TO THE NORTH LINE OF SAID LOTS 6B AND 7A A DISTANCE OF 350 FEET TO A POINT; THENCE NORTH AND PARALLEL TO THE EAST LINE OF SAID LOT 6B TO A POINT ON THE NORTH LINE OF SAID LOT 7A; THENCE EAST ALONG THE NORTH LINE OF LOTS 7A AND 6B TO THE POINT OF BEGINNING.

THE PREMISES DESCRIBED IN THE DEED ABOVE REFERRED TO IN BOOK 300 ON PAGE 272 IS AS FOLLOWS: PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION NO. 33 IN TOWNSHIP 2 NORTH, RANGE 8 WEST, BEING A STRIP OF LAND 25 FEET WIDE ALONG THE EAST AND WEST SECTION LINE BETWEEN SECTION NO. 33 AND 28 AND EXTENDING FROM THE

RETURN TO AGENDA

STONE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION NO. 33 EAST 1068 1/2 FEET MORE OR LESS, TO THE WEST LINE OF LAND OWNED BY FRANK H. BERGMANN.

THE PREMISES DESCRIBED IN THE DEED ABOVE REFERRED TO IN BOOK 338 ON PAGE 92 IS AS FOLLOWS: EIGHT ACRES OFF THE SOUTH SIDE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION NO. 33 IN TOWNSHIP 2 NORTH, RANGE 8 WEST, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING THE SURVEY THEREOF AT A STONE AT THE CENTER OF SAID SECTION NO. 33; THENCE NORTH 8 CHAINS TO A POINT; THENCE EAST 10 CHAINS TO A POINT; THENCE SOUTH 8 CHAINS TO A POINT; THENCE WEST 10 CHAINS TO THE POINT OF BEGINNING.

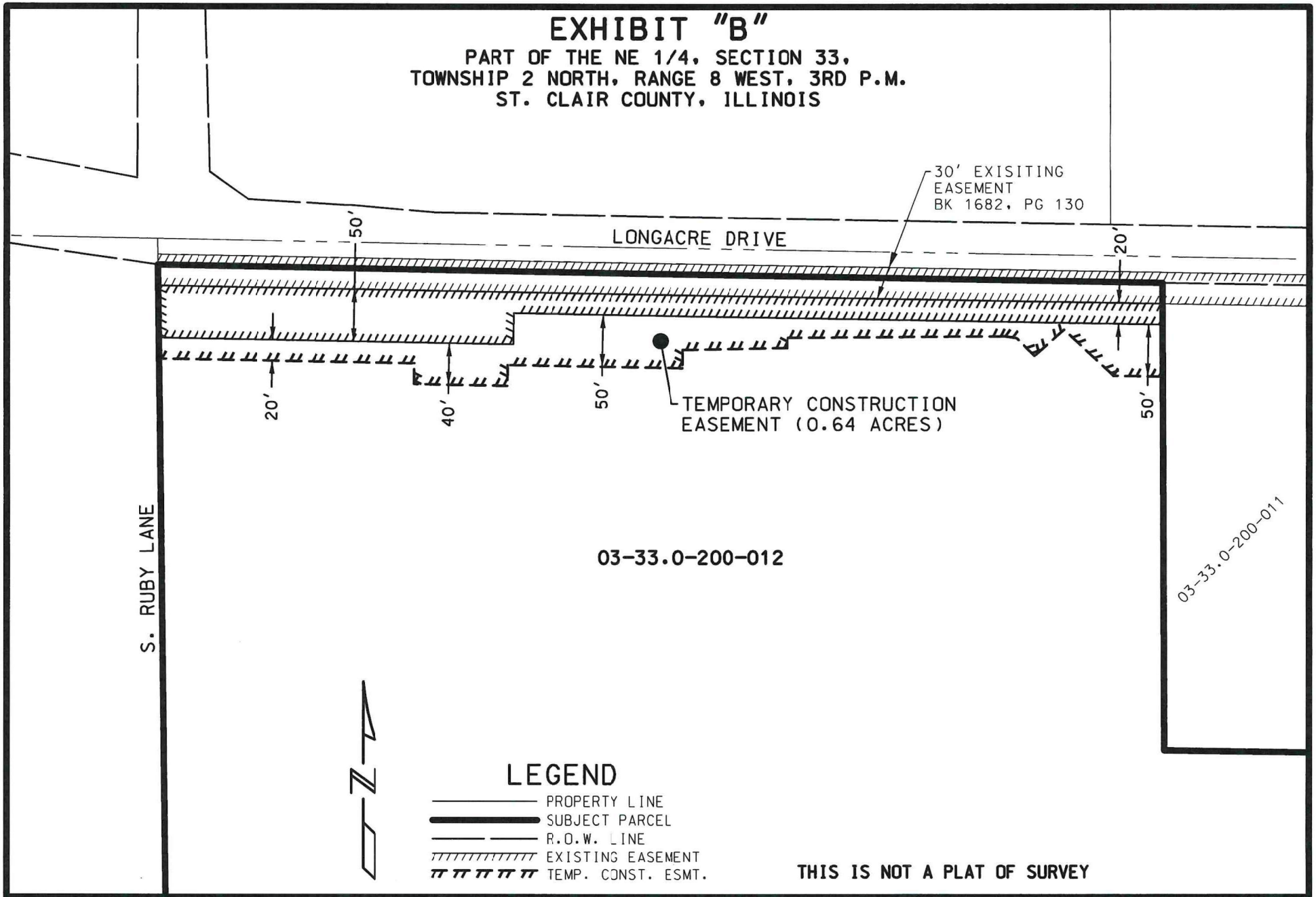
EXCEPT THE COAL UNDERLYING THE SURFACE OF SAID LAND AND ALL RIGHTS AND EASEMENTS IN FAVOR OF THE ESTATE OF SAID COAL.

SITUATED IN THE ST. CLAIR COUNTY, ILLINOIS.

RETURN TO AGENDA

EXHIBIT "B"

PART OF THE NE 1/4, SECTION 33,
TOWNSHIP 2 NORTH, RANGE 8 WEST, 3RD P.M.
ST. CLAIR COUNTY, ILLINOIS



THIS IS NOT A PLAT OF SURVEY

120' 0 120'
GRAPHIC SCALE

CORPORATE OFFICE
4940 OLD COLLINSVILLE RD
SWANSEA, IL 63052
TEL 618.624.4488
FAX 618.624.6688

THOUVENOT, WADE & MOERCHEN, INC.
ENGINEERING & GEOSPATIAL SERVICES

AMEREN ILLINOIS
10 Executive Drive
Collinsville, Illinois 62234

RETURN TO AGENDA

Receipt, Closing Statement, and Designation of Funds

Owner City of Fairview Heights

County St. Clair

Parcel No. 03-33.0-200-012

We order and direct the payment from Ameren Illinois for Temporary Construction Easement containing 0.64 acres located in St. Clair County, Illinois, as right of way for Ameren, for the total sum of Nineteen thousand two hundred and 00/100 dollars ($19,200.00), to be distributed as follows:

Party and Interest	S.S.N. or E.I.N.	Amount
City of Fairview Heights	See W-9	$19,200.00

Signature Signature

Print Name Print Name

Signature Signature

Print Name Print Name

Date: _____

Possession and transfer of easement to Ameren Illinois occurs when Grantee delivers a payment to Grantor, in person or by mail, in the amount of the above stated consideration, unless provided herein. This Receipt, Closing Statement, Designation of Funds and conveyance documents are the entire and exclusive agreement between the parties and supersede any written or oral understanding, promise or agreement, directly or indirectly related to the purchase of the easement. The parties agree that any changes to this Receipt may only be made in writing and signed by the parties.

Receipt and Designation of the Funds, executed by these Grantors, is acknowledged.

Date Negotiator for Ameren Illinois Company

If you have any questions or need additional information, please feel free to call Shawnee Professional Services 618.658.6065

Easement Amount	$19,200.00	
Damages Amount	$	(Crop damages to be assessed after construction)
Total	$19,200.00	
Detailed Damages Description		

RETURN TO AGENDA

PROPOSED RESOLUTION NO. 79-‘26

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A PERMANENT ROADWAY EASEMENT WITH AMEREN ILLINOIS

WHEREAS, Ameren Illinois is requesting from the City a variable-width Permanent Roadway Easement containing 0.19 acres located on the south side of Longacre Drive, part of PIN 03-33.0-200-012, for access to Ameren Illinois’ gas regulator station, and

WHEREAS, upon possession and transfer of Permanent Roadway Easement, Ameren Illinois shall pay the City of Fairview Heights the amount of $21,000.00.

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

That the City of Fairview Heights does hereby authorize the Mayor to sign a variable-width Permanent Roadway Easement containing 0.19 acres located on the south side of Longacre Drive, part of PIN 03-33.0-200-012, for access to Ameren Illinois’ gas regulator station for which the City of Fairview Heights shall receive the sum of TWENTY-ONE THOUSAND DOLLARS AND NO CENTS ($21,000.00) from Ameren Illinois per “Exhibit A”, attached hereto, and made a part hereof.

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

RETURN TO AGENDA

"EXHIBIT A"

REMS INFORMATION
Agreement ID: AIC-202601-62771
Project ID: 82397

EASEMENT
(Roadway)

PIN: 03-33.0-200-012

KNOW ALL MEN BY THESE PRESENTS, this _____ day of _____, 20____, that **City of Fairview Heights**, its successors and assigns, whether one or more and whether an individual, individuals, a corporation, or other legal entity (hereinafter "Grantor"), for and in consideration of the sum of One and No/100th Dollars ($1.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby grant unto **AMEREN ILLINOIS COMPANY d/b/a AMEREN ILLINOIS** , an Illinois corporation, its successors and assigns (hereinafter "Grantee"), a perpetual easement (hereinafter "Easement") with the right, privilege, and authority of Grantee, its agents, contractors, and subcontractors to survey, stake, construct, reconstruct, use, maintain, patrol, inspect, protect, repair, relocate, modify, and remove a roadway including the spreading of rock and other roadway materials and the placement of culverts and other drainage devices (hereinafter "Roadway"), together with all rights and privileges for the exercise and enjoyment of the Easement rights upon, over, across and under the following land described in Exhibit "A", with the area of the Easement described in Exhibit "B" (hereinafter "Easement Area") and illustrated in Exhibit "C", said exhibits attached hereto and made a part hereof, situated in in Section 33, Township 2 North, Range 8 West, of the 3rd Principal Meridian, in St. Clair County, State of Illinois, to-wit:

Grantor also conveys the right of ingress and egress to and over the Easement Area for all purposes herein stated; together with the right to trim, control the growth, cut and remove, or cause to be removed, at any time and from time to time, by any means, any and all brush, bushes, saplings, trees, roots, undergrowth, rock, overhanging branches and other obstructions upon, over and under the surface of said Easement Area and of the premises of Grantor adjoining the same deemed by Grantee to interfere with the exercise and enjoyment of Grantee's rights hereunder or endanger the safety of the Roadway.

Grantee shall be responsible for actual damages (except the trimming, controlling of growth, cutting, and removal of trees and other vegetation) occurring as a result of the Grantee's exercise of the Easement rights hereinabove conveyed and shall reimburse the owner thereof for such loss or damages.

Grantor, for itself, its successors and assigns, does hereby warrant and covenant unto Grantee, (1) that Grantor is the owner of the Easement Area and has the full right and authority to grant this Easement, (2) that Grantee may quietly enjoy the Easement for the purposes herein stated, and (3) that Grantor will not

RETURN TO AGENDA

create or permit any building or other obstruction or condition of any kind or character upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the Easement rights hereinabove conveyed.

Grantor hereby waives and releases any and all homestead and other marital rights it may have pursuant to Illinois law.

This Easement shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, the Grantor has hereunto caused this Easement to be executed on the date hereinabove written.

City of Fairview Heights

By: _____

Name: _____

Title: _____

RETURN TO AGENDA

ALL PURPOSE NOTARY ACKNOWLEDGMENT

STATE OF ILLINOIS
COUNTY OF ST. CLAIR } SS

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared (print or type names):

_____ _____

to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Capacity Claimed By Signator(s)

☐ Individual(s)	☒ Corporate	☐ Limited Liability Company	☐ Partner(s)
☐ Trustee(s)	Title(s) of Officer(s):	Member(s)/Manager(s):	☐ Limited Partnership
☐ Executor(s)	_____	_____	☐ General Partnership
☐ Administrator(s)	_____	_____	☐ Other (Specify Below):
☐ Attorney-In-Fact	_____	_____	_____
☐ Conservator(s)	_____	_____	_____
☐ Guardian(s)	_____	_____	_____

_____ _____
My Commission Expires Notary Public

Prepared By: Shawnee Professional Services
Terry Kittle, Project Manager
104 South 4th St / PO Box 125
Vienna, IL 62995

Return To: Shawnee Professional Services
Terry Kittle, Project Manager
104 South 4th St / PO Box 125
Vienna, IL 62995

CON
WO#: J0J1F
Facility Name: TR 4
38.585449, -89.992727
10/26/2026

RETURN TO AGENDA

EXHIBIT "A"
(Grantor's Land)

PART OF THE NORTHEAST 1/4 OF SECTION NO. 33 IN TOWNSHIP 2 NORTH, RANGE 8 WEST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO -WIT:

COMMENCING AT A STONE IN THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4 OF SAID SECTION; THENCE RUNNING NORTH ALONG THE WEST LINE OF SAID NORTHEAST 1/4 TO THE NORTHWEST CORNER THEREOF; THENCE EAST ALONG THE NORTH LINE OF SAME 16 CHAINS AND 13 LINKS; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID QUARTER SECTION TO THE SOUTH LINE THEREOF; THENCE WEST ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 16 CHAINS AND 13 LINKS TO THE POINT OF BEGINNING.

EXCEPTING HOWEVER, THAT PART THEREOF DESCRIBED IN THE DEED FROM HERBERT YOUNG TO ST. LOUIS, O'FALLON AND LEBANON ELECTRIC RAILROAD COMPANY DATED JULY 3, 1902 AND RECORDED IN THE RECORDER'S OFFICE OF ST. CLAIR COUNTY, ILLINOIS IN BOOK 300 ON PAGES 274.

EXCEPTING ALSO THAT PART THEREOF DESCRIBED IN THE DEED FROM FRANK H. BERGMANN AND CAROLINE BERGMANN, HIS WIFE, TO THE ST. LOUIS AND O'FALLON COAL COMPANY DATED MARCH 25, 1905 AND RECORDED IN SAID RECORDER'S OFFICE IN BOOK 338 ON PAGE 92.

ALSO 16 ACRES OFF THE WEST SIDE OF LOT NO. 6, PART SAID NORTHEAST 1/4 OF SAID SECTION NO. 33, AS APPEARS ON THE PLAT OF COMMISSIONERS IN PARTITION OF THE OGLESBY LAND RECORDED IN THE RECORDER'S OFFICE OF ST. CLAIR COUNTY, ILLINOIS, IN BOOK OF DEED "J" ON PAGES 162 AND ALSO ON THE PLAT RECORDED IN SAID RECORDER'S OFFICE IN BOOK OF PLATS "A" ON PAGE 403.

EXCEPTING ALSO THE SOUTH 945.50 FEET OF LOT NO. 7-B AND THE SOUTH 945.40 FEET OF LOT 6-B OF THE NORTHEAST 1/4 OF SECTION NO. 33 IN TOWNSHIP 2 NORTH, RANGE 8 WEST OF THE THIRD PRINCIPAL MERIDIAN; REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF ST. CLAIR COUNTY, ILLINOIS IN BOOK OF PLATS "A" ON PAGE 403.

EXCEPTING ALSO A PART OF LOTS 6B AND 7A OF THE NORTHEAST 1/4 OF SECTION NO. 33; TOWNSHIP 2 NORTH, RANGE 8 WEST OF THE THIRD PRINCIPAL MERIDIAN; REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN THE HE RECORDER'S OFFICE OF ST. CLAIR COUNTY, ILLINOIS IN BOOK OF ASSESSOR'S PLATS LANDS NORTH 2 ON PAGE 43, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 6B, THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 6B 480.93 FEET, MORE OR LESS, TO A POINT IN THE CENTERLINE OF LOLA LANE EXTENDED, AS SAID LOLA LANE IS SHOWN ON THE PLAT OF "SECOND ANNEX TO HOLLANDIA"; REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN BOOK OF PLATS 55 ON PAGE 32; THENCE WEST AND PARALLEL TO THE NORTH LINE OF SAID LOTS 6B AND 7A A DISTANCE OF 350 FEET TO A POINT; THENCE NORTH AND PARALLEL TO THE EAST LINE OF SAID LOT 6B TO A POINT ON THE NORTH LINE OF SAID LOT 7A; THENCE EAST ALONG THE NORTH LINE OF LOTS 7A AND 6B TO THE POINT OF BEGINNING.

THE PREMISES DESCRIBED IN THE DEED ABOVE REFERRED TO IN BOOK 300 ON PAGE 272 IS AS FOLLOWS: PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION NO. 33 IN TOWNSHIP 2 NORTH, RANGE 8 WEST, BEING A STRIP OF LAND 25 FEET WIDE ALONG THE EAST AND WEST SECTION LINE BETWEEN SECTION NO. 33 AND 28 AND EXTENDING FROM THE STONE AT THE

RETURN TO AGENDA

NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION NO. 33 EAST 1068 1/2 FEET MORE OR LESS, TO THE WEST LINE OF LAND OWNED BY FRANK H. BERGMANN.

THE PREMISES DESCRIBED IN THE DEED ABOVE REFERRED TO IN BOOK 338 ON PAGE 92 IS AS FOLLOWS: EIGHT ACRES OFF THE SOUTH SIDE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION NO. 33 IN TOWNSHIP 2 NORTH, RANGE 8 WEST, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING THE SURVEY THEREOF AT A STONE AT THE CENTER OF SAID SECTION NO. 33; THENCE NORTH 8 CHAINS TO A POINT; THENCE EAST 10 CHAINS TO A POINT; THENCE SOUTH 8 CHAINS TO A POINT; THENCE WEST 10 CHAINS TO THE POINT OF BEGINNING.
EXCEPT THE COAL UNDERLYING THE SURFACE OF SAID LAND AND ALL RIGHTS AND EASEMENTS IN FAVOR OF THE ESTATE OF SAID COAL.

SITUATED IN THE ST. CLAIR COUNTY, ILLINOIS.

RETURN TO AGENDA

CONSULTING ENGINEERING
GEOSPATIAL SERVICES

THOUVENOT, WADE & MOERCHEN, INC.
CORPORATE OFFICE
4940 OLD COLLINSVILLE ROAD
SWANSEA, IL 62226
618.624.4488
TWM-INC.COM

EXHIBIT 'B'

Ameren Illinois
PIN: 03-33.0-200-012
St. Clair County, IL

RE: Access Easement Description

A variable-width easement being part of the Northeast Quarter of Section 33, Township 2 North, Range 8 East of the Third Principal Meridian, City of Fairview Heights, County of St. Clair, State of Illinois and being more particularly described as follows:

Commencing at the northwest corner of said Northeast Quarter; thence South 00 degrees 41 minutes 20 seconds East, on the west line of said Northeast Quarter, 25.01 feet to the southerly right of way line of Longacre Drive; thence South 89 degrees 00 minutes 51 seconds East, on said southerly right of way line, 428.15 feet to the Point of Beginning.

From said Point of Beginning; thence continuing South 89 degrees 00 minutes 51 seconds East, on said southerly right of way line, 30.00 feet; thence South 00 degrees 00 minutes 00 seconds East, 90.01 feet; thence North 89 degrees 00 minutes 51 seconds West, on a line 90.00 feet southerly of and parallel with said southerly right of way line, 143.11 feet; thence North 00 degrees 59 minutes 09 seconds East, 50.00 feet; thence South 89 degrees 00 minutes 51 seconds East, on a line 40.00 feet southerly of and parallel with said southerly right of way line, 112.24 feet; thence North 00 degrees 00 minutes 00 seconds West, 40.01 feet to the Point of Beginning.

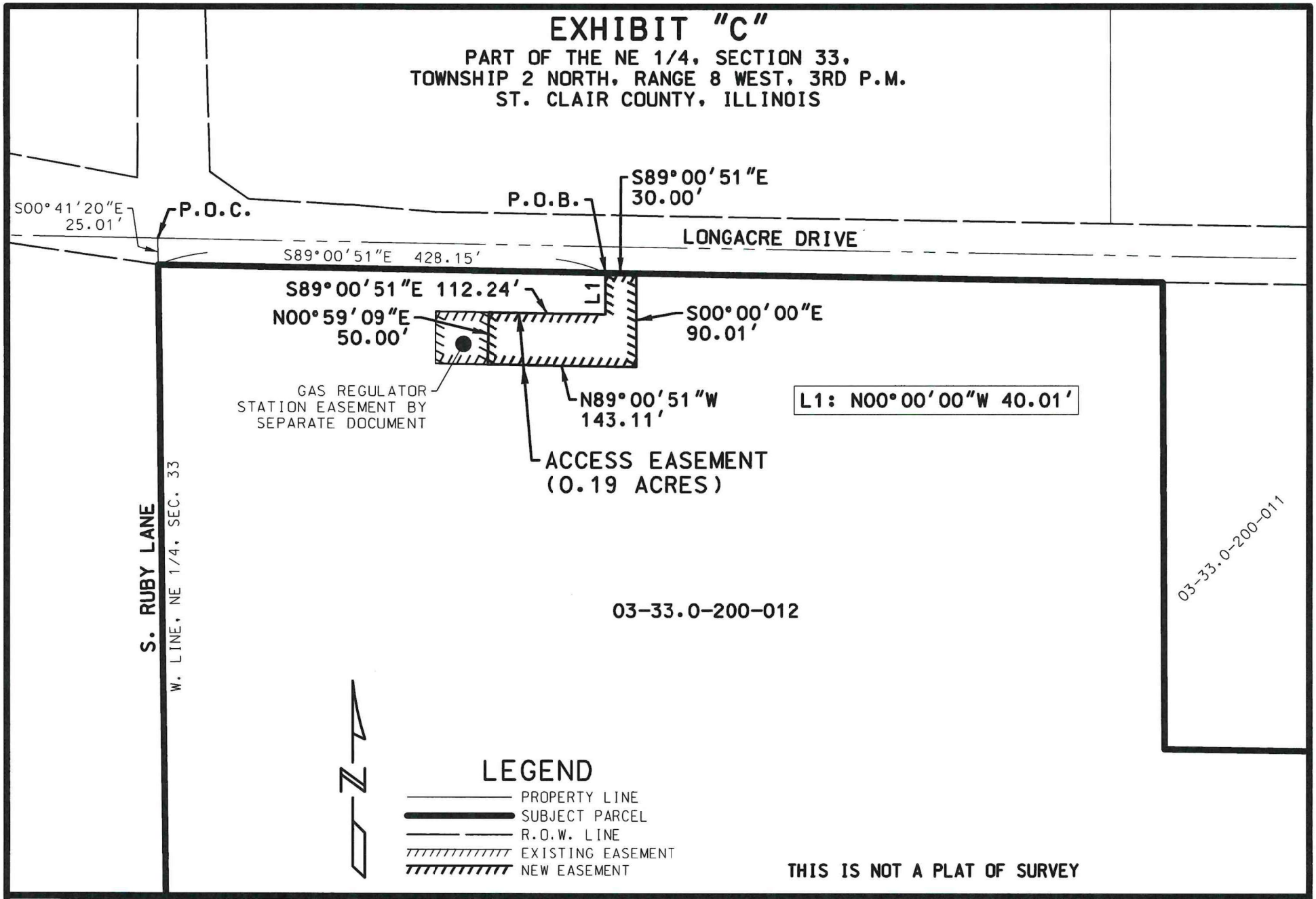
As shown on Exhibit 'C' attached hereto and made a part hereof.

Subject to easements, conditions, and restrictions of record.

RETURN TO AGENDA

EXHIBIT "C"

PART OF THE NE 1/4, SECTION 33,
TOWNSHIP 2 NORTH, RANGE 8 WEST, 3RD P.M.
ST. CLAIR COUNTY, ILLINOIS



120' 0 120'
GRAPHIC SCALE

CORPORATE OFFICE
4940 OLD COLLINSVILLE RD
SWANSEA, IL 63052
TEL 618.624.4488
FAX 618.624.6688

THOUVENOT, WADE & MOERCHEN, INC.
ENGINEERING & GEOSPATIAL SERVICES

AMEREN ILLINOIS
10 Executive Drive
Collinsville, Illinois 62234

10/26/2026 P:*2025*250199*4 CADD - DWG*4.6 Surv*Proposed*Easement Exhibits*Final*05_03-33.0-200-012-ACCESS.dgn

RETURN TO AGENDA

Receipt, Closing Statement, and Designation of Funds

Owner City of Fairview Heights

County St. Clair

Parcel No. 03-33.0-200-012

We order and direct the payment from Ameren Illinois for Roadway Easement containing 0.19 acres located in St. Clair County, Illinois, as right of way for Ameren, for the total sum of Twenty-one thousand and 00/100 dollars ($21,000.00), to be distributed as follows:

Party and Interest	S.S.N. or E.I.N.	Amount
City of Fairview Heights	See W-9	$21,000.00

Signature Signature

Print Name Print Name

Signature Signature

Print Name Print Name

Date: _____

Possession and transfer of easement to Ameren Illinois occurs when Grantee delivers a payment to Grantor, in person or by mail, in the amount of the above stated consideration, unless provided herein. This Receipt, Closing Statement, Designation of Funds and conveyance documents are the entire and exclusive agreement between the parties and supersede any written or oral understanding, promise or agreement, directly or indirectly related to the purchase of the easement. The parties agree that any changes to this Receipt may only be made in writing and signed by the parties.

Receipt and Designation of the Funds, executed by these Grantors, is acknowledged.

Date Negotiator for Ameren Illinois Company

If you have any questions or need additional information, please feel free to call Shawnee Professional Services 618.658.6065

Easement Amount	$21,000.00	
Damages Amount	$	(Crop damages to be assessed after construction)
Total	$21,000.00	
Detailed Damages Description		

RETURN TO AGENDA

PROPOSED RESOLUTION NO. 80-‘26

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A PERMANENT EASEMENT WITH AMEREN ILLINOIS FOR LOCATION OF THE GAS REGULATOR STATION

WHEREAS, Ameren Illinois is requesting from the City a fifty-foot-square Permanent Easement located on the south side of Longacre Drive, part of PIN 03-33.0-200-012, for the location of Ameren Illinois’ gas regulator station, and

WHEREAS, upon possession and transfer of Permanent Easement, Ameren Illinois shall pay the City of Fairview Heights the amount of $62,500.00.

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

That the City of Fairview Heights does hereby authorize the Mayor to sign a fifty-foot-square Permanent Easement located on the south side of Longacre Drive, part of PIN 03-33.0-200-012, for the location of Ameren Illinois’ gas regulator station for which the City of Fairview Heights shall receive the sum of SIXTY-TWO THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS ($62,500.00) from Ameren Illinois per “Exhibit A", attached hereto, and made a part hereof.

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

RETURN TO AGENDA

"EXHIBIT A"

REMS INFORMATION
Agreement ID: AIC-202601-62771
Project ID: 82397

EASEMENT
(Gas Regulator Station)

PIN: 03-33.0-200-012

KNOW ALL MEN BY THESE PRESENTS, this _____ day of _____, 20____, that **City of Fairview Heights**, its successors and assigns, whether one or more and whether an individual, individuals, a corporation, or other legal entity (hereinafter "Grantor"), for and in consideration of the sum of One and No/100th Dollars ($1.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby grant unto **AMEREN ILLINOIS COMPANY d/b/a AMEREN ILLINOIS** , an Illinois corporation, its successors and assigns (hereinafter "Grantee"), a perpetual easement (hereinafter "Easement") with the right, privilege, and authority of Grantee, its agents, contractors, and subcontractors to survey, stake, construct, reconstruct, replace, use, operate, maintain, patrol, test, inspect, protect, repair, relocate, modify, and remove a gas regulator station consisting of pipelines, hardware, fittings, valves, and other equipment and appurtenances for regulating gas or other substances, and appurtenances thereto, including without limitation, buildings or enclosures, fencing, rock, protective devices and other appurtenances thereto (hereinafter individually and collectively "Facilities"), upon, over, and under Grantor's land described in Exhibit "A", with the area of the Easement described in Exhibit "B" (hereinafter "Easement Area") and illustrated in Exhibit "C", said exhibits attached hereto and made a part hereof, situated in Section 33, Township 2 North, Range 8 West, of the 3rd Principal Meridian, in St. Clair County, State of Illinois; together with all rights and privileges for the exercise and enjoyment of the Easement rights.

Grantor also conveys the right of ingress and egress to and over the Easement Area and premises of Grantor adjoining the same, for all purposes herein stated; together with the right to use reasonable workspace adjacent to the Easement Area during construction, reconstruction, replacement, operation, maintenance, repair, modification, or removal of the Facilities; together with the right to trim, control the growth, cut and remove or cause to be removed at any time and from time to time, by any means, any and all brush, bushes, saplings, trees, roots, undergrowth, rock, overhanging branches and other obstructions upon, over, and under the surface of said Easement Area and of the premises of Grantor adjoining the same deemed by Grantee to interfere with the exercise and enjoyment of Grantee's rights hereunder or endanger the safety of the Facilities; and Grantee shall have the right to assign (partially or fully, as desired), sublease, license, permit, transfer, or allow any third party to exercise or engage in any of the rights and privileges herein conveyed.

RETURN TO AGENDA

Grantee shall be responsible for actual damages (except the trimming, controlling of growth, cutting and removal of trees and other vegetation) occurring as a result of the Grantee's exercise of the Easement rights hereinabove conveyed and shall reimburse the owner thereof for such loss or damages.

Grantor, for itself, its successors and assigns, does hereby warrant and covenant unto Grantee, (1) that Grantor is the owner of the Easement Area and has the full right and authority to grant this Easement, (2) that Grantee may quietly enjoy the Easement for the purposes herein stated, and (3) that Grantor will not create or permit any building or other obstruction or condition of any kind or character upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the Easement rights hereinabove conveyed.

Grantor hereby waives and releases any and all homestead and other marital rights it may have pursuant to Illinois law.

This Easement shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, the Grantor has hereunto caused this Easement to be executed on the date hereinabove written.

City of Fairview Heights

By: _____

Name: _____

Title: _____

RETURN TO AGENDA

ALL PURPOSE NOTARY ACKNOWLEDGMENT

STATE OF ILLINOIS
COUNTY OF ST. CLAIR } SS

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared (print or type names of signatories):

_____ _____

to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Capacity Claimed By Signator(s)

☐ Individual(s)	☒ Corporate	☐ Limited Liability Company	☐ Partner(s)
☐ Trustee(s)	Title(s) of Officer(s):	Member(s)/Manager(s):	☐ Limited Partnership
☐ Executor(s)	_____	_____	☐ General Partnership
☐ Administrator(s)	_____	_____	☐ Other (Specify Below):
☐ Attorney-In-Fact	_____	_____	_____
☐ Conservator(s)	_____	_____	_____
☐ Guardian(s)	_____	_____	_____

_____ _____
My Commission Expires Notary Public

Affix Notary Stamp Below

Prepared By: Shawnee Professional Services
Terry Kittle, Project Manager
104 South 4th St / PO Box 125
Vienna, IL 62995

Return To: Shawnee Professional Services
Terry Kittle, Project Manager
104 South 4th St / PO Box 125
Vienna, IL 62995

CON
WO#: J0J1F
Facility Name: TR 4
38.585449, -89.992727
10/26/2026

RETURN TO AGENDA

EXHIBIT "A"
(Grantor's Land)

PART OF THE NORTHEAST 1/4 OF SECTION NO. 33 IN TOWNSHIP 2 NORTH, RANGE 8 WEST OF THETHIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO -WIT:

COMMENCING AT A STONE IN THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4 OF SAID SECTION;THENCE RUNNING NORTH ALONG THE WEST LINE OF SAID NORTHEAST 1/4 TO THE NORTHWEST CORNER THEREOF; THENCE EAST ALONG THE NORTH LINE OF SAME 16 CHAINS AND 13 LINKS; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID QUARTER SECTION TO THE SOUTH LINE THEREOF; THENCE WEST ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 16 CHAINS AND 13 LINKS TO THE POINT OF BEGINNING.

EXCEPTING HOWEVER, THAT PART THEREOF DESCRIBED IN THE DEED FROM HERBERT YOUNG TO ST. LOUIS, O'FALLON AND LEBANON ELECTRIC RAILROAD COMPANY DATED JULY 3, 1902 AND RECORDED IN THE RECORDER'S OFFICE OF ST. CLAIR COUNTY, ILLINOIS IN BOOK 300 ON PAGES 274.

EXCEPTING ALSO THAT PART THEREOF DESCRIBED IN THE DEED FROM FRANK H. BERGMANN AND CAROLINE BERGMANN, HIS WIFE, TO THE ST. LOUIS AND O'FALLON COAL COMPANY DATED MARCH 25, 1905 AND RECORDED IN SAID RECORDER'S OFFICE IN BOOK 338 ON PAGE 92.

ALSO 16 ACRES OFF THE WEST SIDE OF LOT NO. 6, PART SAID NORTHEAST 1/4 OF SAID SECTION NO. 33, AS APPEARS ON THE PLAT OF COMMISSIONERS IN PARTITION OF THE OGLESBY LAND RECORDED IN THE RECORDER'S OFFICE OF ST. CLAIR COUNTY, ILLINOIS, IN BOOK OF DEED "J" ON PAGES 162 AND ALSO ON THE PLAT RECORDED IN SAID RECORDER'S OFFICE IN BOOK OF PLATS "A" ON PAGE
403.

EXCEPTING ALSO THE SOUTH 945.50 FEET OF LOT NO. 7-B AND THE SOUTH 945.40 FEET OF LOT 6-B OF THE NORTHEAST 1/4 OF SECTION NO. 33 IN TOWNSHIP 2 NORTH, RANGE 8 WEST OF THE THIRD PRINCIPAL MERIDIAN; REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF ST. CLAIR COUNTY, ILLINOIS IN BOOK OF PLATS "A" ON PAGE 403.

EXCEPTING ALSO A PART OF LOTS 6B AND 7A OF THE NORTHEAST 1/4 OF SECTION NO. 33; TOWNSHIP 2 NORTH, RANGE 8 WEST OF THE THIRD PRINCIPAL MERIDIAN; REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN THE HE RECORDER'S OFFICE OF ST. CLAIR COUNTY, ILLINOIS IN BOOK OF ASSESSOR'S PLATS LANDS NORTH 2 ON PAGE 43, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 6B, THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 6B 480.93 FEET, MORE OR LESS, TO A POINT IN THE CENTERLINE OF LOLA LANE EXTENDED, AS SAID LOLA LANE IS SHOWN ON THE PLAT OF "SECOND ANNEX TO HOLLANDIA"; REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN BOOK OF PLATS 55 ON PAGE 32; THENCE WEST AND PARALLEL TO THE NORTH LINE OF SAID LOTS 6B AND 7A A DISTANCE OF 350 FEET TO A POINT; THENCE NORTH AND PARALLEL TO THE EAST LINE OF SAID LOT 6B TO A POINT ON THE NORTH LINE OF SAID LOT 7A; THENCE EAST ALONG THE NORTH LINE OF LOTS 7A AND 6B TO THE POINT OF BEGINNING.

THE PREMISES DESCRIBED IN THE DEED ABOVE REFERRED TO IN BOOK 300 ON PAGE 272 IS AS FOLLOWS: PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION NO. 33 IN TOWNSHIP 2 NORTH, RANGE 8 WEST, BEING A STRIP OF LAND 25 FEET WIDE ALONG THE EAST AND WEST SECTION LINE BETWEEN SECTION NO. 33 AND 28 AND EXTENDING FROM THE

RETURN TO AGENDA

STONE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION NO. 33 EAST 1068 1/2 FEET MORE OR LESS, TO THE WEST LINE OF LAND OWNED BY FRANK H. BERGMANN.

THE PREMISES DESCRIBED IN THE DEED ABOVE REFERRED TO IN BOOK 338 ON PAGE 92 IS AS FOLLOWS: EIGHT ACRES OFF THE SOUTH SIDE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION NO. 33 IN TOWNSHIP 2 NORTH, RANGE 8 WEST, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING THE SURVEY THEREOF AT A STONE AT THE CENTER OF SAID SECTION NO. 33; THENCE NORTH 8 CHAINS TO A POINT; THENCE EAST 10 CHAINS TO A POINT; THENCE SOUTH 8 CHAINS TO A POINT; THENCE WEST 10 CHAINS TO THE POINT OF BEGINNING.

EXCEPT THE COAL UNDERLYING THE SURFACE OF SAID LAND AND ALL RIGHTS AND EASEMENTS IN FAVOR OF THE ESTATE OF SAID COAL.

SITUATED IN THE ST. CLAIR COUNTY, ILLINOIS.

RETURN TO AGENDA

CONSULTING ENGINEERING
GEOSPATIAL SERVICES

THOUVENOT, WADE & MOERCHEN, INC.
CORPORATE OFFICE
4940 OLD COLLINSVILLE ROAD
SWANSEA, IL 62226
618.624.4488
TWM-INC.COM

EXHIBIT 'B'

Ameren Illinois
PIN: 03-33.0-200-012
St. Clair County, IL

RE: Regulator Station Easement Description

A 50-foot-square easement being part of the Northeast Quarter of Section 33, Township 2 North, Range 8 East of the Third Principal Meridian, City of Fairview Heights, County of St. Clair, State of Illinois and being more particularly described as follows:

Commencing at the northwest corner of said Northeast Quarter; thence South 00 degrees 41 minutes 20 seconds East, on the west line of said Northeast Quarter, 25.01 feet to the southerly right of way line of Longacre Drive; thence South 89 degrees 00 minutes 51 seconds East, on said southerly right of way line, 428.15 feet; thence South 00 degrees 00 minutes 00 seconds East, 40.01 feet; thence North 89 degrees 00 minutes 51 seconds West, on a line 40.00 feet southerly of and parallel with said southerly right of way line, 112.24 feet to the Point of Beginning.

From said Point of Beginning; thence South 00 degrees 59 minutes 09 seconds West, 50.00 feet; thence North 89 degrees 00 minutes 51 seconds West, on a line 90.00 feet southerly of and parallel with said southerly right of way line, 50.00 feet; thence North 00 degrees 59 minutes 09 seconds East, 50.00 feet; thence South 89 degrees 00 minutes 51 seconds East, on a line 40.00 feet southerly of and parallel with said southerly right of way line, 50.00 feet to the Point of Beginning.

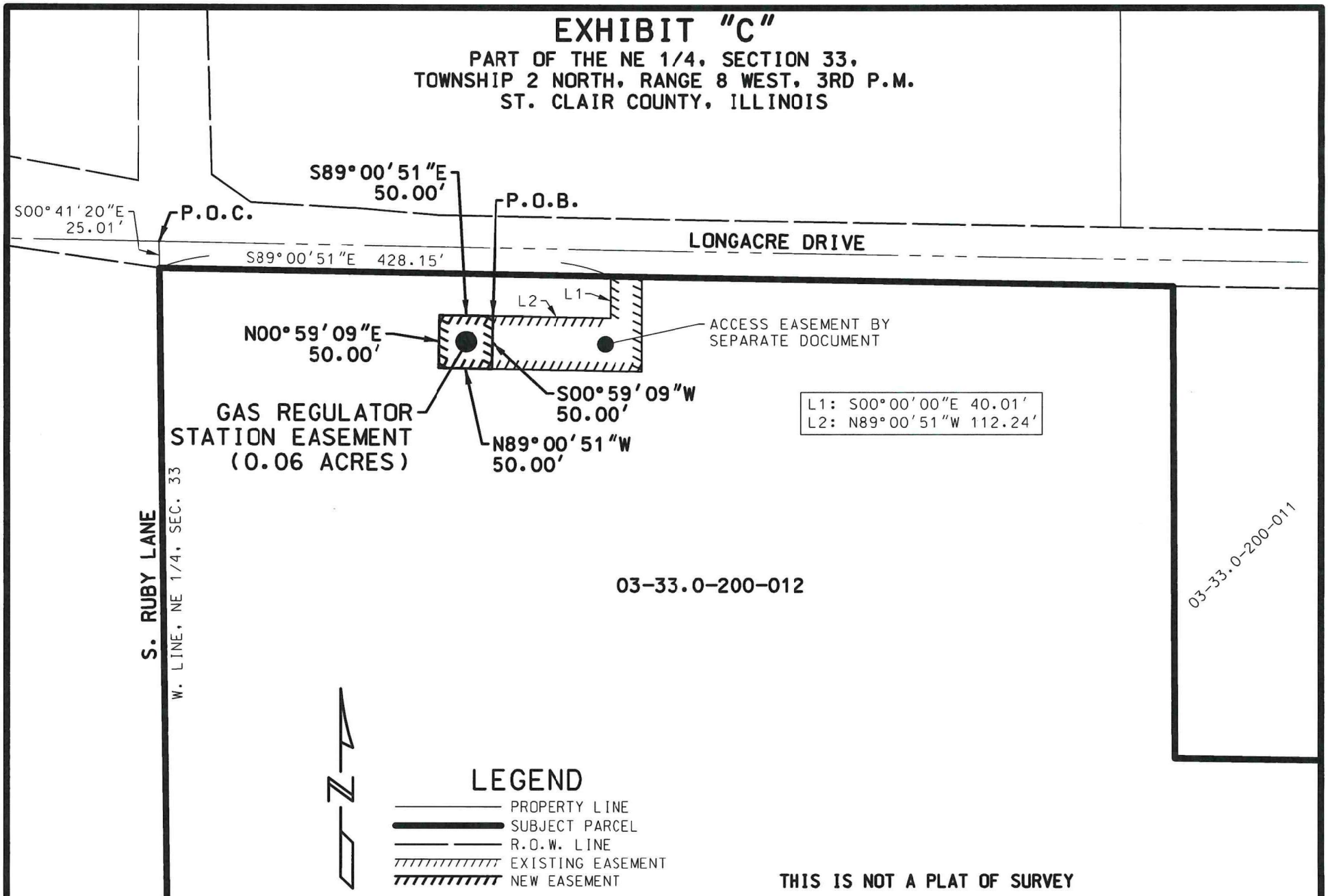
As shown on Exhibit 'C' attached hereto and made a part hereof.

Subject to easements, conditions, and restrictions of record.

RETURN TO AGENDA

EXHIBIT "C"

PART OF THE NE 1/4, SECTION 33,
TOWNSHIP 2 NORTH, RANGE 8 WEST, 3RD P.M.
ST. CLAIR COUNTY, ILLINOIS



120' 0 120'
GRAPHIC SCALE

CORPORATE OFFICE
4940 OLD COLLINSVILLE RD
SWANSEA, IL 63052
TEL 618.624.4488
FAX 618.624.6688

THOUVENOT, WADE & MOERCHEN, INC.
ENGINEERING & GEOSPATIAL SERVICES

AMEREN ILLINOIS
10 Executive Drive
Collinsville, Illinois 62234

10/26/2026 P:*2025*250199*4 CADD - DWG*4.6 Surv*Proposed*Easement Exhibits*Final*05_03-33.0-200-012-STA.dgn

RETURN TO AGENDA

Receipt, Closing Statement, and Designation of Funds

Owner City of Fairview Heights

County St. Clair

Parcel No. 03-33.0-200-012

We order and direct the payment from Ameren Illinois for Regulator Station Easement containing 0.06 acres located in St. Clair County, Illinois, as right of way for Ameren, for the total sum of Sixty-two thousand five hundred and 00/100 dollars ($62,500.00), to be distributed as follows:

Party and Interest	S.S.N. or E.I.N.	Amount
City of Fairview Heights	See W-9	$62,500.00

Signature Signature

Print Name Print Name

Signature Signature

Print Name Print Name

Date: _____

Possession and transfer of easement to Ameren Illinois occurs when Grantee delivers a payment to Grantor, in person or by mail, in the amount of the above stated consideration, unless provided herein. This Receipt, Closing Statement, Designation of Funds and conveyance documents are the entire and exclusive agreement between the parties and supersede any written or oral understanding, promise or agreement, directly or indirectly related to the purchase of the easement. The parties agree that any changes to this Receipt may only be made in writing and signed by the parties.

Receipt and Designation of the Funds, executed by these Grantors, is acknowledged.

Date Negotiator for Ameren Illinois Company

If you have any questions or need additional information, please feel free to call Shawnee Professional Services 618.658.6065

Easement Amount	$62,500.00	
Damages Amount	$	(Crop damages to be assessed after construction)
Total	$62,500.00	
Detailed Damages Description		

RETURN TO AGENDA

PROPOSED RESOLUTION NO. 81-‘26

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A TEMPORARY CONSTRUCTION EASEMENT WITH AMEREN ILLINOIS FOR THE INSTALLATION OF PIPELINE AND LOCATION OF THE GAS REGULATOR STATION

WHEREAS, Ameren Illinois is requesting from the City a Temporary Construction Easement containing 0.64 acres located on the south side of Longacre Drive, part of PIN 03-33.0-200-012, for the installation of pipeline and location of the gas regulator, and

WHEREAS, Ameren Illinois shall pay the City of Fairview Heights the amount of $19,200.00 for Temporary Construction Easement.

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

That the City of Fairview Heights does hereby authorize the Mayor to sign a Temporary Construction Easement containing 0.64 acres located on the south side of Longacre Drive, part of PIN 03-33.0-200-012, for the installation of pipeline and location of Ameren Illinois’ gas regulator station for which the City of Fairview Heights shall receive the sum of NINETEEN THOUSAND TWO HUNDRED DOLLARS AND NO CENTS ($19,200.00) from Ameren Illinois per “Exhibit A”, attached hereto, and made a part hereof.

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

RETURN TO AGENDA

PROPOSED RESOLUTION NO. 81-'26

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A TEMPORARY CONSTRUCTION EASEMENT WITH AMEREN ILLINOIS FOR THE INSTALLATION OF PIPELINE AND LOCATION OF THE GAS REGULATOR STATION

WHEREAS, Ameren Illinois is requesting from the City a Temporary Construction Easement containing 0.64 acres located on the south side of Longacre Drive, part of PIN 03-33.0-200-012, for the installation of pipeline and location of the gas regulator, and

WHEREAS, Ameren Illinois shall pay the City of Fairview Heights the amount of $19,200.00 for Temporary Construction Easement.

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

That the City of Fairview Heights does hereby authorize the Mayor to sign a Temporary Construction Easement containing 0.64 acres located on the south side of Longacre Drive, part of PIN 03-33.0-200-012, for the installation of pipeline and location of Ameren Illinois' gas regulator station for which the City of Fairview Heights shall receive the sum of NINETEEN THOUSAND TWO HUNDRED DOLLARS AND NO CENTS ($19,200.00) from Ameren Illinois per "Exhibit A", attached hereto, and made a part hereof.

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

RETURN TO AGENDA

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A PERMANENT EASEMENT WITH AMEREN ILLINOIS FOR LOCATION OF THE GAS REGULATOR STATION

WHEREAS, Ameren Illinois is requesting from the City a fifty-foot-square Permanent Easement located on the south side of Longacre Drive, part of PIN 03-33.0-200-012, for the location of Ameren Illinois' gas regulator station, and

WHEREAS, upon possession and transfer of Permanent Easement, Ameren Illinois shall pay the City of Fairview Heights the amount of $62,500.00.

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

That the City of Fairview Heights does hereby authorize the Mayor to sign a fifty-foot-square Permanent Easement located on the south side of Longacre Drive, part of PIN 03-33.0-200-012, for the location of Ameren Illinois' gas regulator station for which the City of Fairview Heights shall receive the sum of SIXTY-TWO THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS ($62,500.00) from Ameren Illinois per "Exhibit A", attached hereto, and made a part hereof.

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

RETURN TO AGENDA

"EXHIBIT A"

REMS INFORMATION
Agreement ID: AIC-202601-62771
Project ID: 82397

EASEMENT
(Gas Regulator Station)

PIN: 03-33.0-200-012

KNOW ALL MEN BY THESE PRESENTS, this _____ day of _____, 20____, that **City of Fairview Heights**, its successors and assigns, whether one or more and whether an individual, individuals, a corporation, or other legal entity (hereinafter "Grantor"), for and in consideration of the sum of One and No/100th Dollars ($1.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby grant unto **AMEREN ILLINOIS COMPANY d/b/a AMEREN ILLINOIS** , an Illinois corporation, its successors and assigns (hereinafter "Grantee"), a perpetual easement (hereinafter "Easement") with the right, privilege, and authority of Grantee, its agents, contractors, and subcontractors to survey, stake, construct, reconstruct, replace, use, operate, maintain, patrol, test, inspect, protect, repair, relocate, modify, and remove a gas regulator station consisting of pipelines, hardware, fittings, valves, and other equipment and appurtenances for regulating gas or other substances, and appurtenances thereto, including without limitation, buildings or enclosures, fencing, rock, protective devices and other appurtenances thereto (hereinafter individually and collectively "Facilities"), upon, over, and under Grantor's land described in Exhibit "A", with the area of the Easement described in Exhibit "B" (hereinafter "Easement Area") and illustrated in Exhibit "C", said exhibits attached hereto and made a part hereof, situated in Section 33, Township 2 North, Range 8 West, of the 3rd Principal Meridian, in St. Clair County, State of Illinois; together with all rights and privileges for the exercise and enjoyment of the Easement rights.

Grantor also conveys the right of ingress and egress to and over the Easement Area and premises of Grantor adjoining the same, for all purposes herein stated; together with the right to use reasonable workspace adjacent to the Easement Area during construction, reconstruction, replacement, operation, maintenance, repair, modification, or removal of the Facilities; together with the right to trim, control the growth, cut and remove or cause to be removed at any time and from time to time, by any means, any and all brush, bushes, saplings, trees, roots, undergrowth, rock, overhanging branches and other obstructions upon, over, and under the surface of said Easement Area and of the premises of Grantor adjoining the same deemed by Grantee to interfere with the exercise and enjoyment of Grantee's rights hereunder or endanger the safety of the Facilities; and Grantee shall have the right to assign (partially or fully, as desired), sublease, license, permit, transfer, or allow any third party to exercise or engage in any of the rights and privileges herein conveyed.

RETURN TO AGENDA

Grantee shall be responsible for actual damages (except the trimming, controlling of growth, cutting and removal of trees and other vegetation) occurring as a result of the Grantee's exercise of the Easement rights hereinabove conveyed and shall reimburse the owner thereof for such loss or damages.

Grantor, for itself, its successors and assigns, does hereby warrant and covenant unto Grantee, (1) that Grantor is the owner of the Easement Area and has the full right and authority to grant this Easement, (2) that Grantee may quietly enjoy the Easement for the purposes herein stated, and (3) that Grantor will not create or permit any building or other obstruction or condition of any kind or character upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the Easement rights hereinabove conveyed.

Grantor hereby waives and releases any and all homestead and other marital rights it may have pursuant to Illinois law.

This Easement shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, the Grantor has hereunto caused this Easement to be executed on the date hereinabove written.

City of Fairview Heights

By: _____

Name: _____

Title: _____

RETURN TO AGENDA

ALL PURPOSE NOTARY ACKNOWLEDGMENT

STATE OF ILLINOIS
COUNTY OF ST. CLAIR } SS

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared (print or type names of signatories):

_____ _____

to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Capacity Claimed By Signator(s)

☐ Individual(s)	☒ Corporate	☐ Limited Liability Company	☐ Partner(s)
☐ Trustee(s)	Title(s) of Officer(s):	Member(s)/Manager(s):	☐ Limited Partnership
☐ Executor(s)	_____	_____	☐ General Partnership
☐ Administrator(s)	_____	_____	☐ Other (Specify Below):
☐ Attorney-In-Fact	_____	_____	_____
☐ Conservator(s)	_____	_____	_____
☐ Guardian(s)	_____	_____	_____

_____ _____
My Commission Expires Notary Public

Affix Notary Stamp Below

Prepared By: Shawnee Professional Services
Terry Kittle, Project Manager
104 South 4th St / PO Box 125
Vienna, IL 62995

Return To: Shawnee Professional Services
Terry Kittle, Project Manager
104 South 4th St / PO Box 125
Vienna, IL 62995

CON
WO#: J0J1F
Facility Name: TR 4
38.585449, -89.992727
10/26/2026

RETURN TO AGENDA

EXHIBIT "A"
(Grantor's Land)

PART OF THE NORTHEAST 1/4 OF SECTION NO. 33 IN TOWNSHIP 2 NORTH, RANGE 8 WEST OF THETHIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO -WIT:

COMMENCING AT A STONE IN THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4 OF SAID SECTION;THENCE RUNNING NORTH ALONG THE WEST LINE OF SAID NORTHEAST 1/4 TO THE NORTHWEST CORNER THEREOF; THENCE EAST ALONG THE NORTH LINE OF SAME 16 CHAINS AND 13 LINKS; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID QUARTER SECTION TO THE SOUTH LINE THEREOF; THENCE WEST ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 16 CHAINS AND 13 LINKS TO THE POINT OF BEGINNING.

EXCEPTING HOWEVER, THAT PART THEREOF DESCRIBED IN THE DEED FROM HERBERT YOUNG TO ST. LOUIS, O'FALLON AND LEBANON ELECTRIC RAILROAD COMPANY DATED JULY 3, 1902 AND RECORDED IN THE RECORDER'S OFFICE OF ST. CLAIR COUNTY, ILLINOIS IN BOOK 300 ON PAGES 274.

EXCEPTING ALSO THAT PART THEREOF DESCRIBED IN THE DEED FROM FRANK H. BERGMANN AND CAROLINE BERGMANN, HIS WIFE, TO THE ST. LOUIS AND O'FALLON COAL COMPANY DATED MARCH 25, 1905 AND RECORDED IN SAID RECORDER'S OFFICE IN BOOK 338 ON PAGE 92.

ALSO 16 ACRES OFF THE WEST SIDE OF LOT NO. 6, PART SAID NORTHEAST 1/4 OF SAID SECTION NO. 33, AS APPEARS ON THE PLAT OF COMMISSIONERS IN PARTITION OF THE OGLESBY LAND RECORDED IN THE RECORDER'S OFFICE OF ST. CLAIR COUNTY, ILLINOIS, IN BOOK OF DEED "J" ON PAGES 162 AND ALSO ON THE PLAT RECORDED IN SAID RECORDER'S OFFICE IN BOOK OF PLATS "A" ON PAGE
403.

EXCEPTING ALSO THE SOUTH 945.50 FEET OF LOT NO. 7-B AND THE SOUTH 945.40 FEET OF LOT 6-B OF THE NORTHEAST 1/4 OF SECTION NO. 33 IN TOWNSHIP 2 NORTH, RANGE 8 WEST OF THE THIRD PRINCIPAL MERIDIAN; REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF ST. CLAIR COUNTY, ILLINOIS IN BOOK OF PLATS "A" ON PAGE 403.

EXCEPTING ALSO A PART OF LOTS 6B AND 7A OF THE NORTHEAST 1/4 OF SECTION NO. 33; TOWNSHIP 2 NORTH, RANGE 8 WEST OF THE THIRD PRINCIPAL MERIDIAN; REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN THE HE RECORDER'S OFFICE OF ST. CLAIR COUNTY, ILLINOIS IN BOOK OF ASSESSOR'S PLATS LANDS NORTH 2 ON PAGE 43, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 6B, THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 6B 480.93 FEET, MORE OR LESS, TO A POINT IN THE CENTERLINE OF LOLA LANE EXTENDED, AS SAID LOLA LANE IS SHOWN ON THE PLAT OF "SECOND ANNEX TO HOLLANDIA"; REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN BOOK OF PLATS 55 ON PAGE 32; THENCE WEST AND PARALLEL TO THE NORTH LINE OF SAID LOTS 6B AND 7A A DISTANCE OF 350 FEET TO A POINT; THENCE NORTH AND PARALLEL TO THE EAST LINE OF SAID LOT 6B TO A POINT ON THE NORTH LINE OF SAID LOT 7A; THENCE EAST ALONG THE NORTH LINE OF LOTS 7A AND 6B TO THE POINT OF BEGINNING.

THE PREMISES DESCRIBED IN THE DEED ABOVE REFERRED TO IN BOOK 300 ON PAGE 272 IS AS FOLLOWS: PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION NO. 33 IN TOWNSHIP 2 NORTH, RANGE 8 WEST, BEING A STRIP OF LAND 25 FEET WIDE ALONG THE EAST AND WEST SECTION LINE BETWEEN SECTION NO. 33 AND 28 AND EXTENDING FROM THE

RETURN TO AGENDA

STONE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION NO. 33 EAST 1068 1/2 FEET MORE OR LESS, TO THE WEST LINE OF LAND OWNED BY FRANK H. BERGMANN.

THE PREMISES DESCRIBED IN THE DEED ABOVE REFERRED TO IN BOOK 338 ON PAGE 92 IS AS FOLLOWS: EIGHT ACRES OFF THE SOUTH SIDE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION NO. 33 IN TOWNSHIP 2 NORTH, RANGE 8 WEST, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING THE SURVEY THEREOF AT A STONE AT THE CENTER OF SAID SECTION NO. 33; THENCE NORTH 8 CHAINS TO A POINT; THENCE EAST 10 CHAINS TO A POINT; THENCE SOUTH 8 CHAINS TO A POINT; THENCE WEST 10 CHAINS TO THE POINT OF BEGINNING.

EXCEPT THE COAL UNDERLYING THE SURFACE OF SAID LAND AND ALL RIGHTS AND EASEMENTS IN FAVOR OF THE ESTATE OF SAID COAL.

SITUATED IN THE ST. CLAIR COUNTY, ILLINOIS.

RETURN TO AGENDA

CONSULTING ENGINEERING
GEOSPATIAL SERVICES

THOUVENOT, WADE & MOERCHEN, INC.
CORPORATE OFFICE
4940 OLD COLLINSVILLE ROAD
SWANSEA, IL 62226
618.624.4488
TWM-INC.COM

EXHIBIT 'B'

Ameren Illinois
PIN: 03-33.0-200-012
St. Clair County, IL

RE: Regulator Station Easement Description

A 50-foot-square easement being part of the Northeast Quarter of Section 33, Township 2 North, Range 8 East of the Third Principal Meridian, City of Fairview Heights, County of St. Clair, State of Illinois and being more particularly described as follows:

Commencing at the northwest corner of said Northeast Quarter; thence South 00 degrees 41 minutes 20 seconds East, on the west line of said Northeast Quarter, 25.01 feet to the southerly right of way line of Longacre Drive; thence South 89 degrees 00 minutes 51 seconds East, on said southerly right of way line, 428.15 feet; thence South 00 degrees 00 minutes 00 seconds East, 40.01 feet; thence North 89 degrees 00 minutes 51 seconds West, on a line 40.00 feet southerly of and parallel with said southerly right of way line, 112.24 feet to the Point of Beginning.

From said Point of Beginning; thence South 00 degrees 59 minutes 09 seconds West, 50.00 feet; thence North 89 degrees 00 minutes 51 seconds West, on a line 90.00 feet southerly of and parallel with said southerly right of way line, 50.00 feet; thence North 00 degrees 59 minutes 09 seconds East, 50.00 feet; thence South 89 degrees 00 minutes 51 seconds East, on a line 40.00 feet southerly of and parallel with said southerly right of way line, 50.00 feet to the Point of Beginning.

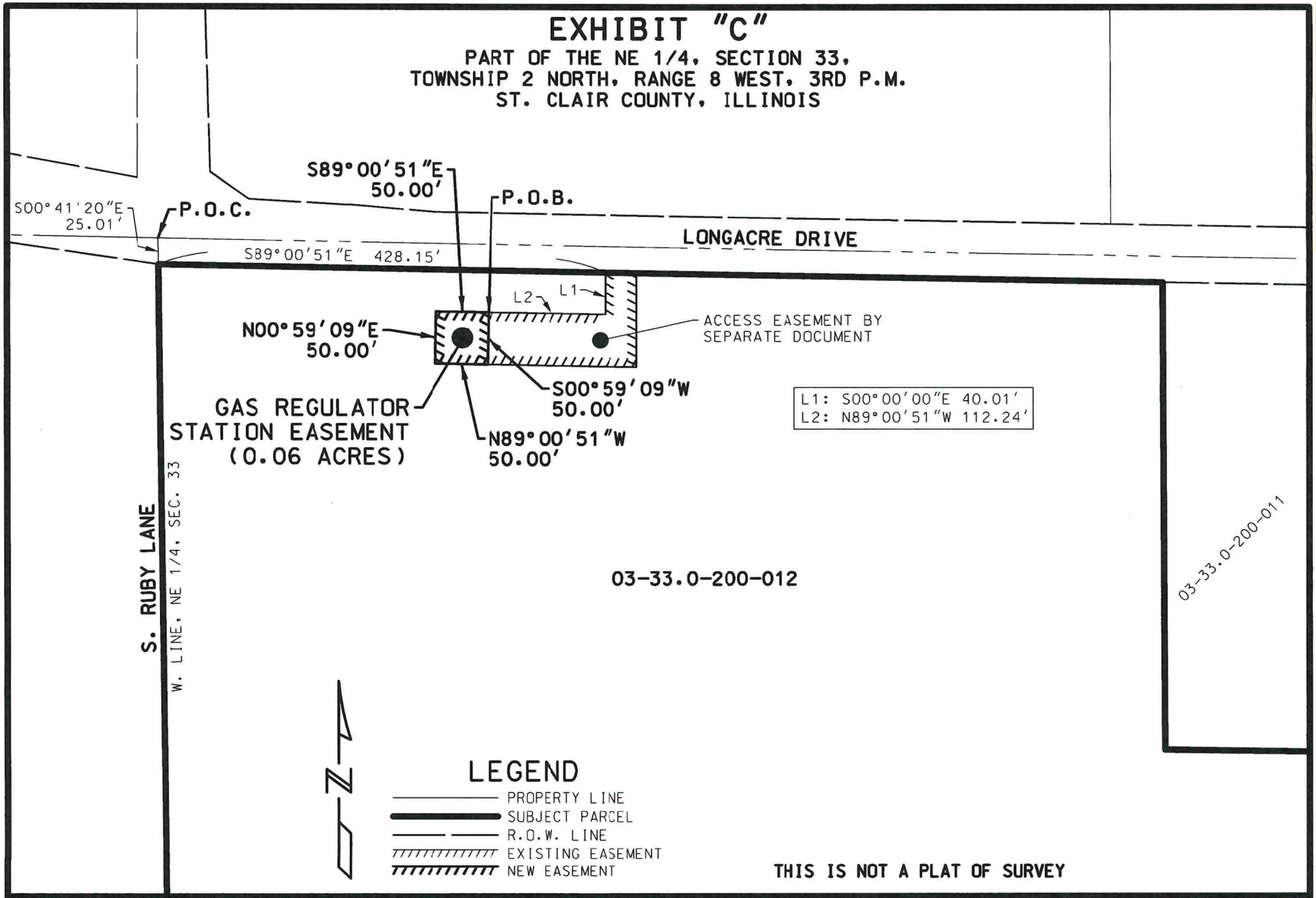
As shown on Exhibit 'C' attached hereto and made a part hereof.

Subject to easements, conditions, and restrictions of record.

RETURN TO AGENDA

EXHIBIT "C"

PART OF THE NE 1/4, SECTION 33,
TOWNSHIP 2 NORTH, RANGE 8 WEST, 3RD P.M.
ST. CLAIR COUNTY, ILLINOIS



120' 0 120'
GRAPHIC SCALE

CORPORATE OFFICE
4940 OLD COLLINSVILLE RD
SWANSEA, IL 63052
TEL 618.624.4488
FAX 618.624.6688

THOUVENOT, WADE & MOERCHEN, INC.
ENGINEERING & GEOSPATIAL SERVICES

AMEREN ILLINOIS
10 Executive Drive
Collinsville, Illinois 62234

10/26/2025 P:*2025*250199*4 CADD - DWG*4.6 Surv*Proposed*Easement Exhibits*Final*05_03-33.0-200-012-STA.dgn

RETURN TO AGENDA

Receipt, Closing Statement, and Designation of Funds

Owner City of Fairview Heights

County St. Clair

Parcel No. 03-33.0-200-012

We order and direct the payment from Ameren Illinois for Regulator Station Easement containing 0.06 acres located in St. Clair County, Illinois, as right of way for Ameren, for the total sum of Sixty-two thousand five hundred and 00/100 dollars ($62,500.00), to be distributed as follows:

Party and Interest	S.S.N. or E.I.N.	Amount
City of Fairview Heights	See W-9	$62,500.00

Signature Signature

Print Name Print Name

Signature Signature

Print Name Print Name

Date: _____

Possession and transfer of easement to Ameren Illinois occurs when Grantee delivers a payment to Grantor, in person or by mail, in the amount of the above stated consideration, unless provided herein. This Receipt, Closing Statement, Designation of Funds and conveyance documents are the entire and exclusive agreement between the parties and supersede any written or oral understanding, promise or agreement, directly or indirectly related to the purchase of the easement. The parties agree that any changes to this Receipt may only be made in writing and signed by the parties.

Receipt and Designation of the Funds, executed by these Grantors, is acknowledged.

Date Negotiator for Ameren Illinois Company

If you have any questions or need additional information, please feel free to call Shawnee Professional Services 618.658.6065

Easement Amount $62,500.00

Damages Amount $ _____ (Crop damages to be assessed after construction)

Total $62,500.00

Detailed Damages Description _____

RETURN TO AGENDA

PROPOSED RESOLUTION NO. 82-'26

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

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

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

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

That the Mayor be and is hereby authorized to enter into an agreement with Risk Management Association for the purchase of Liability & Workmen's Compensation Insurance, not to exceed six hundred thirty thousand twenty dollars ($630,020) effective January 1, 2026 through January 1, 2027 pursuant to the proposal which is attached hereto, made a part hereof, and marked "EXHIBIT A."

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

PASSED:

APPROVED:

RETURN TO AGENDA

_____
MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

_____
KAREN J. KAUFHOLD – CITY CLERK

RETURN TO AGENDA

Illinois Municipal League
RMA Risk Management Association

DATE: October 1, 2026

TO: Mayors/Village Presidents/Town Presidents

CC: Risk Management Coordinators

FROM: Brad Cole, Chief Executive Officer
IML Risk Management Association

RE: RMA 2027 Coverage Year

The Illinois Municipal League Risk Management Association (RMA) thanks you for your continued participation in the RMA program. We are very proud of our long history of providing a comprehensive and innovative risk management program and superior customer service to our members.

Enclosed please find your municipality's invoice for the 2027 coverage year starting on January 1, 2027.

RMA knows the importance of budget stability and we have worked hard to keep any specific rate increases to a minimum. Due to strong financial conditions, RMA continues to offer highly-competitive pricing options. We are also pleased to continue to offer a 1% early payment discount if your premium payment is received in full on or by November 13, 2026.

We thank you for making RMA your choice for professional risk management services and insurance coverage. If you have questions about your 2027 renewal premium or coverages, please contact a member of the RMA membership services team at (800) 252-5051.

If you would like one of our staff members to visit your municipality to review the RMA program and its benefits, or if you have questions or comments or want to update our records on covered property and other insured items, please feel welcome to contact our main office at (217) 525-1220 to schedule an appointment.

As always, please feel welcome to contact me directly at any time. Thanks.

RETURN TO AGENDA

Illinois Municipal League

RMA Risk Management Association

INVOICE

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

Please return this form with payment after completing the information on the reverse side.

Date: October 1, 2026
Member: City of Fairview Heights
Account #: 0187
Indicate Payment Option (from list below): _____
Amount Enclosed: $_____

BILLING DETAIL — **MAKE CHECK PAYABLE TO RMA**

2027 IML RISK MANAGEMENT ASSOCIATION ANNUAL PREMIUM	
Work Comp	$334,657
Auto Liability & Comprehensive General Liability	$186,171
Portable Equipment	$3,538
Auto Physical Damage	$11,262
Property	$92,892
	$628,520
2027 ILLINOIS MUNICIPAL LEAGUE MEMBERSHIP DUES*	$1,500
INVOICE TOTAL	**$630,020**

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

OPTION #1 – Pay Full Amount

Premium Amount	**$628,520.00**
Minus 1% Savings	**$6,285.20**
	$622,234.80
Illinois Municipal League Dues	**$1,500.00**
Total due by 11/13/26	**$623,734.80**

OPTION #2 – Pay Full Amount

Premium Amount	**$628,520.00**
Illinois Municipal League Dues	**$1,500.00**
Total due by 12/11/26	**$630,020.00**

OPTION #3 – Pay in two installments
Includes 1% installment fee

Contribution Amount	**$628,520.00**
Plus 1% fee	**$6,285.20**
	$634,805.20
Illinois Municipal League Dues	**$1,500.00**
	$636,305.20

$318,152.60 Due by 12/11/26
$318,152.60 Due by 5/14/27

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

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

Municipal Official (please sign):

_____

Title: _____

Date: _____