

**CITY OF FAIRVIEW HEIGHTS  
CITY COUNCIL MEETING AGENDA  
CITY COUNCIL CHAMBERS  
MARCH 1, 2016  
7:00 P.M.**

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- A. Call to Order
- B. Pledge of Allegiance
- C. Invocation Q
- D. Roll Call
- E. Public Participation
- F. Consent Agenda:
  - City Council Minutes - February 16, 2016
  - Finance Report
- G. Committee Reports
- H. Communication from Mayor
- I. Communication from Elected Officials

**J. UNFINISHED BUSINESS**

No Unfinished Business.

**K. NEW BUSINESS**

Proposed Ordinance No. 9-'16, an Ordinance approving the transfer of Volume Cap in connection with Private Activity Bond Issues, and related matters. (Community Committee)

Proposed Ordinance No.10-'16, an Ordinance approving a variance from Ordinance No. 190, "The Revised Code," Chapter 14, Development Code, Section 14-7-4 (B) by allowing additional wall signage within the Planned Business District at 10606 Lincoln Trail. (Community Committee)

Proposed Ordinance No. 11-'16, an Ordinance authorizing the City to enter into a Redevelopment Agreement with Steve Giger at 10616 Lincoln Trail, Fairview Heights, IL. (Administration Committee)

Proposed Ordinance No. 12-'16, an Ordinance amending Ordinance No. 1687-2015 regarding time to proceed with the development of Perfect Finish Auto Body at 10614 Lincoln Trail. (Community Committee)

Proposed Resolution No. 17-'16, a Resolution authorizing the Mayor to enter into a contract with Economic Development Resources (EDR) for the preparation of a map depicting TIF #1, #2, #3, #4, Proposed TIF #5 and the Enterprise Zone. (Administration Committee)

**K. NEW BUSINESS - continued**

Proposed Resolution No. 18-'16, a Resolution authorizing the Mayor to enter into an agreement with Millennia Professional Services of Illinois, Ltd., for the Coventry Court and Bunkum Road Intersection Alignment Study (\$9,500.00) (Community Committee)

Proposed Resolution No. 19-'16, a Resolution authorizing the Mayor to enter into an agreement to sell a 1994 Chevrolet Impala SS previously use by the Police Department (\$6,100.00).

Move to allow the YEAH! Festival to be held on June 18, 2016 in Everett Moody Park, contingent upon staff requirements, and further move to approve the collection of fees or donations including the sale of concessions and that any pavilion or associated fees be waived.

**L. ADJOURNMENT**

**CITY OF FAIRVIEW HEIGHTS  
CITY COUNCIL MINUTES  
FEBRUARY 16, 2016**

The regular meeting of the Fairview Heights City Council was called to order at 7:04 P.M. by Mayor Mark Kupsy in the Municipal Complex, 10025 Bunkum Road, Fairview Heights, IL with the Invocation by City Clerk Karen J. Kaufhold and the Pledge of Allegiance by Mayor Kupsy.

**ROLL CALL**

Roll call of Aldermen present: Brenda Wagner, Harry Zimmerman, Pat Peck, Roger Lowry, Justin Gough, Denise Williams, Bill Poletti, Frank Menn, Dennis Baricevic and Pat Baeske. Mayor Mark Kupsy, City Clerk Karen J. Kaufhold and City Attorney Kevin Hoerner were also present.

**PUBLIC PARTICIPATION**

No comments.

**CONSENT AGENDA**

Alderman Baeske moved to approve the February 2, 2016 City Council minutes and the bills and invoices presented for payment in the amount of \$1,470,077.38. Seconded by Alderman Lowry.

Roll call on the Consent Agenda showed Aldermen Wagner, Zimmerman, Peck, Lowry, Gough, Williams, Poletti, Menn, Baricevic and Baeske voting "Yea." Consent Agenda passed on 10 yeas and no nays.

**COMMITTEE REPORTS**

Mayor Kupsy announced the Community Committee will meet February 17<sup>th</sup>, 7:00 P.M.

**COMMUNICATION FROM MAYOR**

Mayor Kupsy requested a moment of silence for Mike Payeur, Jack Tolliver, Dee Baker, Dean Belt and Robert Mantle who recently passed away; Mayor stated the new website for the City will be ready to launch by the end of the month; Mayor Kupsy stated he would appreciate City Council support for the appointment of Gina Rader as Finance Director; Mayor stated Council pictures were moved due to the placement of monitors.

**COMMUNICATION FROM ELECTED OFFICIALS**

Alderman Peck stated that Channel 5 news had a story regarding the possible 911 Consolidation.

## NEW BUSINESS

Proposed Resolution No. 6-'16, a Resolution recommending a Letter of Intent with Steven Giger concerning the Perfect Finish, Inc. project located at 10610 Lincoln Trail with the City providing financial assistance in the amount of \$74,731.35. Motion made by Alderman Poletti. Seconded by Alderman Baeske.

Roll call on Proposed Resolution No. 6-'16 showed Aldermen Wagner, Zimmerman, Peck, Lowry, Gough, Williams, Poletti, Menn, Baricevic and Baeske voting "Yea." Proposed Resolution No. 6-'16 passed on 10 yeas and no nays.

Proposed Resolution No. 6-'16 now becomes **RESOLUTION NO. 3982-2016**.

Proposed Resolution No. 7-'16, a Resolution recommending a Letter of Intent with Jim McKay concerning a McKay Napa Auto Parts, Inc. store. Construction project located at 10408 Lincoln Trail with the City providing finance assistance in the amount of \$75,000.00. Motion made by Alderman Wagner. Seconded by Alderman Poletti.

Roll call on Proposed Resolution No. 7-'16 showed Aldermen Wagner, Zimmerman, Peck, Lowry, Gough, Williams, Poletti, Menn, Baricevic and Baeske voting "Yea." Proposed Resolution No. 7-'16 passed on 10 yeas and no nays.

Proposed Resolution No. 7-'16 now becomes **RESOLUTION NO. 3983-2016**.

Proposed Resolution No. 8-'16, a Resolution amending Resolution No. 3913-2015 passed May 19, 2015 and approved May 26, 2015; a Resolution authorizing the Mayor to enter into an amended Master Services Agreement with Associated Bank to update the signatories for the City of Fairview Heights. Motion made by Alderman Gough. Seconded by Alderman Lowry.

Roll call on Proposed Resolution No. 8-'16 showed Aldermen Wagner, Zimmerman, Peck, Lowry, Gough, Williams, Poletti, Menn, Baricevic and Baeske voting "Yea." Proposed Resolution No. 8-'16 passed on 10 yeas and no nays.

Proposed Resolution No. 8-'16 now becomes **RESOLUTION NO. 3984-2016**.

Proposed Resolution No. 9-'16, a Resolution authorizing the Mayor on behalf of the City to enter into an agreement with the State of Illinois, Department of Transportation, to acquire Federal Funding and the authorization of City funding for the reconstruction of Joseph Drive. Motion made by Alderman Zimmerman. Seconded by Alderman Williams.

Roll call on Proposed Resolution No. 9-'16 showed Aldermen Wagner, Zimmerman, Peck, Lowry, Gough, Williams, Poletti, Menn, Baricevic and Baeske voting "Yea." Proposed Resolution No. 9-'16 passed on 10 yeas and no nays.

Proposed Resolution No. 9-'16 now becomes **RESOLUTION NO. 3985-2016**.

Proposed Resolution No. 10-'16, a Resolution authorizing the Mayor on behalf of the City to enter into an agreement with Woolpert Architecture, LLC to provide Professional Design Services for the roofing of the Library Facility. Motion made by Alderman Poletti. Seconded by Alderman Wagner.

## **NEW BUSINESS – Proposed Resolution No. 10-'16 - continued**

Roll call on Proposed Resolution No. 10-'16 showed Aldermen Wagner, Zimmerman, Peck, Lowry, Gough, Williams, Poletti, Menn, Baricevic and Baeske voting "Yea." Proposed Resolution No. 10-'16 passed on 10 yeas and no nays. Proposed Resolution No. 10-'16 now becomes **RESOLUTION NO. 3986-2016**.

Proposed Resolution No. 11-'16, a Resolution authorizing the Mayor to enter into a Sales Agreement with Kimco USA, Inc. for a salt conveyor and hopper for use by the Public Works Department. Motion made by Alderman Williams. Seconded by Alderman Zimmerman.

Roll call on Proposed Resolution No. 11-'16 showed Aldermen Wagner, Zimmerman, Peck, Lowry, Gough, Williams, Poletti, Menn, Baricevic and Baeske voting "Yea." Proposed Resolution No. 11-'16 passed on 10 yeas and no nays. Proposed Resolution No. 11-'16 now becomes **RESOLUTION NO. 3987-2016**.

Proposed Resolution No. 12-'16, a Resolution authorizing the Mayor to enter into an agreement with St. Clair County for the construction of a relief storm sewer on right-of-way of Old Collinsville Road referenced as Section 15-00276-04-DR. Motion made by Alderman Poletti. Seconded by Alderman Gough.

Roll call on Proposed Resolution No. 12-'16 showed Aldermen Wagner, Zimmerman, Peck, Lowry, Gough, Williams, Poletti, Menn, Baricevic and Baeske voting "Yea." Proposed Resolution No. 12-'16 passed on 10 yeas and no nays. Proposed Resolution No. 12-'16 now becomes **RESOLUTION NO. 3988-2016**.

Proposed Resolution No. 13-'16, a Resolution approving the sale of City property at 10408 Lincoln Trail via a sealed bid process. Motion made by Alderman Poletti. Seconded by Alderman Wagner.

Roll call on Proposed Resolution No. 13-'16 showed Aldermen Wagner, Zimmerman, Peck, Lowry, Gough, Williams, Poletti, Menn, Baricevic and Baeske voting "Yea." Proposed Resolution No. 13-'16 passed on 10 yeas and no nays. Proposed Resolution No. 13-'16 now becomes **RESOLUTION NO. 3989-2016**.

Proposed Resolution No. 14-'16, a Resolution approving revisions to the Hotel/Motel Tax Grant Application and the development of the Evaluation Criteria. Motion made by Alderman Poletti. Seconded by Alderman Wagner.

Roll call on Proposed Resolution No. 14-'16 showed Aldermen Wagner, Zimmerman, Peck, Lowry, Gough, Williams, Poletti, Menn and Baeske voting "Yea." Alderman Baricevic voting "Nay." Proposed Resolution No. 14-'16 passed on 9 yeas and 1 nay.

Proposed Resolution No. 14-'16 now becomes **RESOLUTION NO. 3990-2016**.

Proposed Resolution No. 15-'16, a Resolution authorizing the Mayor and Police Chief to continue negotiations for the consolidation of 911 and Public Safety Dispatch services between the City of Fairview Heights and the City of O'Fallon, IL. Motion made by Alderman Williams. Seconded by Alderman Wagner.

**NEW BUSINESS – Proposed Resolution No. 15-'16 - continued**

Roll call on Proposed Resolution No. 15-'16 showed Aldermen Wagner, Zimmerman, Peck, Lowry, Gough, Williams, Poletti, Menn, Baricevic and Baeske voting "Yea." Proposed Resolution No. 15-'16 passed on 10 yeas and no nays. Proposed Resolution No. 15-'16 now becomes **RESOLUTION NO. 3991-2016**.

Proposed Resolution No. 16-'16, a Resolution authorizing the Mayor to enter into an agreement with Motorola Solutions, Inc. for the purchase of Dispatch Radio Consoles for use by the Fairview Heights Police Department. Motion made by Alderman Williams. Seconded by Alderman Lowry.

Roll call on Proposed Resolution No. 16-'16 showed Aldermen Wagner, Zimmerman, Peck, Lowry, Gough, Williams, Poletti, Menn, Baricevic and Baeske voting "Yea." Proposed Resolution No. 16-'16 passed on 10 yeas and no nays. Proposed Resolution No. 16-'16 now becomes **RESOLUTION NO. 3992-2016**.

Alderman Baeske moved to appoint Brenda McNeil and Lea Kwapis to the Board of Fire & Police Commissioners, terms to expire on February 16, 2019. Seconded by Alderman Poletti. Motion carried.

Alderman Gough moved to appoint Gina Rader as the Finance Director for the City of Fairview Heights effective February 17, 2016. Seconded by Alderman Poletti. Motion carried.

Alderman Gough moved to adjourn. Seconded by Alderman Poletti. Motion carried.

Meeting adjourned at 7:17 P.M.

Respectfully submitted,



KAREN J. KAUFHOLD  
CITY CLERK

# Memo

**To:** Mayor & City Council  
**From:** Gina Rader – Director of Finance  
**CC:** City Clerk, City Administrator & Directors  
**Date:** February 25, 2016  
**Re:** Finance Report – March 1, 2016

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## **Budget**

All information has been submitted for the FY 2016-2017 budget. We will begin reviewing budgets with directors next week.

## **Sales Tax**

Attached is the most recent sales tax information. The trend continues to show positive rates of increase. We will be receiving December sales tax information in March.

## **Video Gaming Tax**

We have received all of the municipality share of Video Gaming Taxes that were due from the Illinois Department of Revenue.

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

DISTRIBUTION MONTH	MAY 2010 - APRIL 2011	MAY 2011 - APRIL 2012	MAY 2012 - APRIL 2013	MAY 2013 - APRIL 2014	MAY 2014 - APRIL 2015	MAY 2015 - APRIL 2016	% CHANGE	CHANGE IN DOLLARS
MAY	\$ 619,328.06	\$ 619,211.17	\$ 629,863.98	\$ 601,011.50	\$ 584,713.94	\$ 586,147.75	0.3%	\$ 1,433.81
JUN	689,992.30	675,264.71	692,902.50	655,667.46	647,401.33	708,268.15	9.4%	60,866.82
JUL	569,542.81	594,120.05	578,187.49	574,119.26	578,345.95	563,612.88	-2.6%	(14,733.07)
AUG	591,482.11	587,452.26	602,449.00	586,795.92	593,876.18	607,839.70	2.4%	13,963.52
SEP	648,045.41	654,058.72	663,854.82	610,055.28	579,381.42	653,462.36	12.8%	74,080.94
OCT	589,409.53	590,474.65	572,075.75	554,178.50	550,782.54	573,059.41	4.0%	22,276.87
NOV	592,675.72	593,273.35	620,158.32	574,589.49	579,500.49	642,921.78	10.9%	63,421.29
DEC	638,144.11	626,112.57	631,306.50	468,313.25	588,998.17	626,164.49	6.3%	37,166.32
JAN	596,410.80	572,082.72	576,698.91	589,088.14	580,475.99	627,103.06	8.0%	46,627.07
FEB	729,123.82	718,749.92	710,629.96	687,960.48	680,833.91	695,015.32	2.1%	14,181.41
MAR	1,092,964.09	1,057,805.62	1,049,090.01	969,659.49	1,028,593.77			
APR	485,716.35	496,524.53	532,313.55	458,225.94	528,428.24			
<b>YTD TOTAL</b>	<b>\$ 7,842,835.11</b>	<b>\$ 7,785,130.27</b>	<b>\$ 7,859,530.79</b>	<b>\$ 7,329,664.71</b>	<b>\$ 7,521,331.93</b>	<b>\$ 6,283,594.90</b>		<b>\$ 319,284.98</b>
<b>YTD CHANGE</b>	<b>4.2%</b>	<b>-0.7%</b>	<b>1.0%</b>	<b>-6.7%</b>	<b>2.6%</b>	<b>5.4%</b>		
<b>MONTHLY AVG</b>	<b>\$ 653,569.59</b>	<b>\$ 648,760.86</b>	<b>\$ 654,960.90</b>	<b>\$ 610,805.39</b>	<b>\$ 626,777.66</b>	<b>\$ 628,359.49</b>		

**PROPOSED ORDINANCE NO. 9-'16**

**AN ORDINANCE APPROVING THE TRANSFER OF VOLUME CAP IN CONNECTION WITH PRIVATE ACTIVITY BOND ISSUES, AND RELATED MATTERS.**

WHEREAS, Fairview Heights, Illinois (the "Municipality") is a municipality and a Home Rule Unit of government under Section 6 of Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, Section 146 of the Internal Revenue Code of 1986, as amended (the "Code"), provides that the Municipality has volume cap equal to \$100 per resident of the Municipality in each calendar year, which volume cap may be allocated to certain tax-exempt private activity bonds; and

WHEREAS, the Illinois Private Activity Bond Allocation Act, 30 Illinois Compiled Statutes 2008, 345/1 et seq., as supplemented and amended (the "Act"), provides that a Home Rule Unit of government may transfer its allocation of volume cap to any other Home Rule Unit of government, the State of Illinois or any agency thereof or any non-Home Rule Unit of government; and

WHEREAS, it is now deemed necessary and desirable by the Municipality to transfer its entire volume cap allocation for calendar year 2016 to the Southwestern Illinois Development Authority (the "Issuer") to be applied toward the issuance of private activity bonds by the Issuer (the "Bonds") or for such other purpose permitted by this Ordinance;

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

SECTION 1. That, pursuant to Section 146 of the Code and the Act, the entire volume cap of the Municipality for calendar year 2016 is hereby transferred to the Issuer, which shall issue the Bonds using such transfer of volume cap, without any further action required on the part of the Municipality, and the adoption of this Ordinance shall be deemed to be an allocation of such volume cap to the issuance of the Bonds or such other bonds.

SECTION 2. That the Municipality and the Issuer shall maintain a written record of this Ordinance in their respective records during the term that the Bonds or any other such bonds to which such volume cap is allocated remain outstanding.

SECTION 3. That the Mayor, the City Clerk and all other proper officers, officials, agents and employees of the Municipality are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents and certificates as may be necessary to further the purposes and intent of this Ordinance.

SECTION 4. That the provisions of this Ordinance are hereby declared to be separable and if any section; phrase or provision of this Ordinance shall for any reason be declared to be invalid, such declaration shall not affect the remainder of the sections, phrases and provisions of this Ordinance.

SECTION 5. That all ordinances, resolutions or orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded; and that this Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

READ FIRST TIME:

READ SECOND TIME:

PASSED:

APPROVED:

\_\_\_\_\_  
MARK T. KUPSKY - MAYOR  
CITY OF FAIRVIEW HEIGHTS

ATTEST:

\_\_\_\_\_  
KAREN J. KAUFHOLD - CITY CLERK

**PROPOSED ORDINANCE NO. 10-'16**

**AN ORDINANCE APPROVING A VARIANCE FROM  
ORDINANCE NO. 190, "THE REVISED CODE"  
CHAPTER 14, DEVELOPMENT CODE, SECTION 14-7-  
4 (B) BY ALLOWING ADDITIONAL WALL SIGNAGE  
WITHIN THE PLANNED BUSINESS DISTRICT AT  
10616 LINCOLN TRAIL.**

WHEREAS, the Zoning Board of Appeals met on January 26, 2016 and held the necessary Public Hearing and reviewed the Sign Variance application and has transmitted its Advisory Report to the City Council.

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

SECTION 1. APPROVAL. A variance from Ordinance No. 190 "The Revised Code", Chapter 14, Development Code, Section 14-7-4 (B) allowing a total of ninety (90) square feet of wall signage on the front building façade for property located at 10616 Lincoln Trail within the Planned Business District is hereby approved. A copy of the Zoning Board of Appeals Advisory Report is attached hereto, made a part hereof and marked "EXHIBIT A."

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

READ FIRST TIME:

READ SECOND TIME:

PASSED:

APPROVED:

\_\_\_\_\_  
MARK T. KUPSKY - MAYOR  
CITY OF FAIRVIEW HEIGHTS

ATTEST:

\_\_\_\_\_  
KAREN J. KAUFHOLD - CITY CLERK



## CITY OF FAIRVIEW HEIGHTS

10025 Bunkum Road ♦ Fairview Heights, Illinois 62208 ♦ Phone: (618) 489-2000 ♦ www.cofh.org

February 12, 2016

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

Dear City Council Member:

The petition below is hereby transmitted for your consideration:

<b>Petition No:</b>	<b>ZBA 01-16</b>
<b>Petitioner:</b>	Abdalla Abraham
<b>Request:</b>	Sign Variance
<b>Area Size:</b>	Approximately 17,860 square feet
<b>Location:</b>	10616 Lincoln Trail
<b>Hearing Date:</b>	January 26, 2016
<b>Proponents:</b>	5
<b>Opponents:</b>	1
<b>Recommendation:</b>	Approval
<b>Votes:</b>	Yeas: Prescott, Bramstedt, Peterson, Abernathy, Wicks Nays: Bunfill    Absent: Petroff
<b>Report:</b>	Staff Advisory (Exhibit 1)
<b>Ward:</b>	III

Respectfully,

Cheryl Bunfill, Chairman  
Zoning Board of Appeals

**ZBA01-16- SIGN VARIANCE  
Abdalla Abraham  
10616 Lincoln Trail**

**ZONING BOARD OF APPEALS FINDINGS**

Based upon review of the request, Abernathy moved to approve the sign variance and Peterson seconded to approve a Sign Variance for 10616 Lincoln Trail, to allow for installation of wall sign in excess of code allowance, within the City of Fairview Heights for the following reasons:

- 1) The sign identifies the service
- 2) The proposed variance is a minimum needed to perform the desired function.
- 3) The building location prohibits setting the sign at the front of the property.
- 4) The sign will not be injurious or detrimental to the public health, safety and welfare.

VOTE: 5 YEAS; Bramstedt, Peterson, Prescott, Wicks and Abernathy.  
1 NAYS; Bunfill 1 ABSENT; Petroff

**ZONING BOARD RECOMMENDATIONS**

Based upon application materials and proposed plans, the Zoning Board of Appeals recommends Approval of ZBA01-16, Sign Variance for property located at 10616 Lincoln Trail.

## **ZBA 01-16 10616 Lincoln Trail Sign Variance**

### **REQUEST**

The applicant, Abdalla Abraham owner of Fairview Lounge, is requesting permission to place an additional sign, 3' X 10' sign cabinet, on the front of building facing Lincoln Trail. The variance is in regards to this additional sign being in excess of allowable square feet allowed for total wall signage. The applicant has submitted a brief narrative, and electronic image of proposed signage with existing wall signage.

### **REGULATIONS & VARIANCE REQUESTED**

The property at 10616 Lincoln Trail is zoned "PB" Planned Business District. The Development Code Chapter 14 Sign Regulations Article VII stipulates the regulations on Business District Signage for **14-7-4 (B) Wall Signs** as:

**Wall Signs.** Any business use may be permitted a wall sign for each side of a building fronting a public street and adjoining a business district parcel, except when the property on the opposite side of the public street is zoned a residential district. Wall signs shall not project more than **one (1) foot** from the building wall and copy shall run parallel (horizontal) with the wall.

(1) **Size.** Maximum permitted wall sign area shall be **one (1) square foot** of sign area for each linear foot of building frontage on a street to a maximum of **three hundred (300) square feet** on individual street frontages.

Applicant currently has 60 square feet of wall signage on the front wall (60 linear feet) facing Lincoln Trail and is seeking a **variance of 30 square feet** to place 3' x 10' sign cabinet on the front wall.

### **HARDSHIP**

Applicant is seeking higher visibility.

### **AREA LAND USE AND ZONING**

The subject property, 10616 Lincoln Trail, located on the southwest corner of Lincoln Trail and Ruby Lane is developed with a 3 pump island service station and a restaurant bar & grill. The property is zoned Planned Business District and contains 17,694 square feet of area. The adjoining properties to the south are zoned "B-3" Community Business District and developed with single family residences. The property to the west is zoned Planned Business District and developed with an auto repair facility. The properties north, across Lincoln Trail, are developed with a parking lot and an oil change facility. The property to the northeast across the intersection of Ruby Lane and Lincoln Trail is developed with a retail furniture store. The property to the east across South Ruby Lane and fronting Lincoln Trail is developed with an office building.

### **OVERVIEW OF GROUNDS FOR GRANTING VARIANCE**

Section 14-10-13 of the Development Code details the powers, duties, and procedures for the Zoning Board of Appeals. There is no language specific to sign variances. This section of the Code does specify that no area-bulk variance in the application of any provisions of this Code shall be recommended by the Board, unless it finds, of which (c) provides general direction in regards to variance appeals:

(c) that the recommending of this variance will be in harmony with the general purpose and intent of this Code and will not be injurious to the neighborhood or otherwise detrimental to the public welfare. In addition to considering the character and use of adjoining buildings and those in the vicinity, the Board, in making its recommendations shall take into account whether the conditions of the subject premises are peculiar to the lot or tract described in the petition. Should it be determined that the conditions are part of the general condition of the neighborhood, then it shall be so noted and the Board may recommend appropriate corrections to Code.

Exhibits:

- 1 -- Staff Advisory
- 2 -- Application
- 3 -- Electronic Image Front Wall
- 5 -- Public notice
- 6 -- Surrounding Property Owners



**PROPOSED ORDINANCE NO. 11-'16**

**AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO A REDEVELOPMENT AGREEMENT WITH STEVE GIGER AT 10610 LINCOLN TRAIL, FAIRVIEW HEIGHTS, IL.**

WHEREAS, on February 18, 2016, the Corporate Authorities passed and approved Resolution No. 3982-2016 authorizing the approval of a Letter of Intent with Steve Giger for the City to enter into a Redevelopment agreement with Developer for the expansion of Perfect Finish, Inc. to be located at 10610 Lincoln Trail, Fairview Heights, IL, 62208 (the "Development Project").

WHEREAS, Steve Giger has applied for benefits under the City's Business Assistance Program (Application No. 16-1) in connection with the Development Project.

WHEREAS, the proposed expansion, commonly referred to as Perfect Finish, Inc., with accompanying public and private infrastructure, is consistent with, and will promote the purposes outlined in the Lincoln Trail Corridor Development Standards section of the Business Assistance Program and, in order to achieve the objectives of the Lincoln Trail Corridor Development Standards the City intends to assist the developer in the development of the Project.

WHEREAS, the expansion project will employ additional persons over and above those already employed within the City and additional Municipal Sales Tax Revenues will be generated for the benefit of the City and its residents.

WHEREAS, as a Home Rule Unit of government under the Constitution of the State of Illinois and under the Tax Increment Redevelopment Act, 65 ILCS 5/11-74.4-1 "TIF ACT." The City has the authority to enter into this agreement and to share or rebate it's TIF Revenues (as hereinafter defined) generated by the Expansion Project.

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

SECTION 1. AGREEMENT. The Mayor and the City Clerk are hereby authorized to sign and attest to the Redevelopment Agreement attached hereto as "EXHIBIT A" on behalf of the City Council.

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

READ FIRST TIME:

READ SECOND TIME:

PASSED:

APPROVED:

\_\_\_\_\_  
MARK T. KUPSKY – MAYOR  
CITY OF FAIRVIEW HEIGHTS

ATTEST:

\_\_\_\_\_  
KAREN J. KAUFHOLD – CITY CLERK

**"EXHIBIT A"**

**CITY OF FAIRVIEW HEIGHTS, ILLINOIS  
REDEVELOPMENT AGREEMENT**

**Steven Giger d/b/a Perfect Finish, Inc.**

**Expansion of Existing Perfect Finish Auto Body Repair Shop**

**Located at 10610 Lincoln Trail, Fairview Heights, Illinois**

## REDEVELOPMENT AGREEMENT

This Redevelopment Agreement (Agreement) dated as of March \_\_\_\_, 2016, is made by and between the City of Fairview Heights, St. Clair County, Illinois, 10025 Bunkum Road, Fairview Heights, Illinois, 62208 ("City"), and Steven Giger d/b/a Perfect Finish, Inc., 10610 Lincoln Trail, Fairview Heights, Illinois, 62208 ("Developer"). The City and Developer shall be referred to collectively as the Parties.

### RECITALS

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

2. Pursuant to the TIF Act, the City Council of the City adopted the following ordinances:

(a) Ordinance No. 1379-2007, entitled "An Ordinance Approving the Tax Increment Redevelopment Plan and Redevelopment Project for the Lincoln Trail Redevelopment Project Area," which approved a redevelopment project and plan under the TIF Act; and

(b) Ordinance No. 1380-2007, entitled "An Ordinance Designating the Lincoln Trail Redevelopment Project Area," designating the Lincoln Trail Tax Increment Redevelopment Project Area, legally described therein as a redevelopment project area pursuant to the TIF Act; and

(c) Ordinance No. 1381-2007, entitled "An Ordinance Adopting Tax Increment Financing for the Lincoln Trail Redevelopment Project Area," adopting tax increment financing of "redevelopment project costs" (as defined in the TIF Act).

3. The Developer desires to undertake building renovation and site improvements at 10610 Lincoln Trail, Fairview Heights, Illinois, 62208 and legally described on Exhibit A (the "Project Area"). Developer currently owns the real estate underlying the Project Area.

4. The Developer desires to undertake building renovation and site improvements to the existing Perfect Finish Collision Center and Auto Body Repair Shop described in detail in the attached Exhibit A and made part of this Agreement (the "Project").

5. The City Council of the City has determined that (1) The Project Area is presently a blighted area within the meaning of the TIF Act, (2) the Project will be

consistent with the land uses proposed by the Redevelopment Plan and will promote the health, safety and welfare of the City's inhabitants, enhance the local tax base and create employment, and, within the Project Area, alleviate conditions of blight and conditions which, if not addressed, would become blight, and (3) assisting the Developer with the financing of certain portions of the Project that qualify as redevelopment project costs will further the objectives of the Redevelopment Plan and is, therefore, authorized under the TIF Act and the City's home rule powers.

6. By adopting Ordinance No. 1381-2007, the City Council of the City directed that certain increases in *ad valorem* real estate taxes attributable to increases in the equalized assessed value of real property within the TIF Area are to be allocated to and, when collected, paid to the City Treasurer of the City and deposited into the "Special Tax Allocation Fund for the Lincoln Trail Redevelopment Project Area" (Fund) for the purpose of paying Eligible Costs.

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

**1. INCORPORATION OF RECITALS.**

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

**2. REPRESENTATIONS AND WARRANTIES.**

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

- (a) Developer is a duly organized and validly existing corporation organized and in good standing under the laws of the State of Illinois, authorized to do business in the State of Illinois.
- (b) The documents to which the Developer is a party which pertain to the Project (Developer Documents), when executed and delivered by the Developer, will be the legal, valid and binding obligations of Developer and will be enforceable in accordance with their terms except to the extent that enforcement may be limited by any applicable bankruptcy, reorganization, insolvency, moratorium or other law or laws affecting the enforcement of creditors' rights generally or against entities such as the Developer and further subject to the availability of equitable remedies.
- (c) No event has occurred and is continuing which, with the lapse of time or the giving of notice, or both, would constitute a default under the Developer Documents.

- (d) No litigation or proceedings in any court, governmental body or administrative agency are pending or are threatened against the Developer which could: (i) materially adversely affect the ability of the Developer to perform his/its obligations pursuant to and as contemplated by this Agreement or under any of the Developer Documents; or (ii) materially adversely affect the operation or financial condition of the Developer;
- (e) The execution, delivery, and performance by the Developer of this Agreement does not constitute or will not, upon the giving of notice or lapse of time, or both, constitute a breach or default under any other agreement to which the Developer is a party of by which the Developer or Developer's property may be bound or affected.
- (f) The persons executing the Agreement and who will execute the Developer Documents on behalf of the Developer have been duly authorized by all appropriate action to enter into, execute and deliver this Agreement and the Developer Documents and perform the obligations contained herein and therein.
- (g) The construction of the Project by the Developer does not now, nor in the future will, violate: (i) any statute, law, regulation, rule, ordinance or executive or judicial order of any kind (including, without limitation, zoning and building laws, ordinances, codes or approvals and environmental protection laws or regulations); or (ii) any building permit, restriction of record or any agreement affecting the Project.

The City represents and warrants to the Developer as follows:

- (a) The City has authority under the City's home rule power granted in the 1970 Constitution of the State of Illinois and under the TIF Act to enter into, execute, and deliver this Agreement and perform the City's obligations pursuant to the terms contained in this Agreement.
- (b) The persons executing this Agreement on behalf of the City have been duly authorized by all appropriate action into enter into, execute and deliver this Agreement.
- (c) The documents to which the City is a party pertaining to this Agreement and the ordinance relating thereto (City Documents), when executed and delivered by the City, or when adopted by the City in the case of the ordinance, will be the legal, valid and binding obligations of the City enforceable in accordance with their terms, except to the extent that enforcement thereof may be limited by any applicable bankruptcy, reorganization, insolvency, moratorium or other law or laws affecting the enforcement of credits' rights generally or against entities such as the City and further subject to the availability of equitable remedies.

- (d) To the City's knowledge, no event has occurred and is continuing which, with the lapse of time or the giving of notice, or both, would constitute an Event of Default by the City under the City Documents. For the purposes of this Agreement, "the City's knowledge" shall mean the actual knowledge of the Director of Economic Development (DED).
- (e) No litigation or proceedings are pending in any court, governmental body or administrative agency or, to the City's knowledge, are threatened against City, which will materially adversely affect the ability of the City to perform its obligations pursuant to and as contemplated by the terms and provisions of this Agreement or the City Documents, except as provided for herein.
- (f) To the City's knowledge, the execution, delivery and performance by the City of this Agreement does not constitute or will not, upon the giving of notice or lapse of time or both, constitute a breach or default under any other agreement to which City is a party or by which the City or the City's property may be bound, which will prevent performance by the City of the City's obligations under this Agreement and the City Documents.
- (g) The Project Area has been designed as a part of a tax increment redevelopment project area pursuant to the TIF Act and the benefits therefrom are available to the Developer as and to the extent as set forth in this Agreement.

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

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

- (a). Responsibilities of Developer. The Developer shall construct the Project in accordance with the Development Plan set forth in Exhibit A which has been approved by the City and the OED in accordance with the procedures described in Section 3(c) below. In addition, the Developer and any heirs and/or successors shall:
  - A. Invest not less than \$498,209.00 in the Project; and
  - B. Retain 15 FTE jobs; and create 2 FTE jobs within or before two (2) years of operation; and
  - C. Create sales after the first year of operation (according to the date of issuance of occupancy permit) generating not less than \$892,000.00 in sales annually and continue to generate not less than \$892,000.00 in sales annually for the next five (5) years; and

- D. Developer, heirs, and successors agree to remain open as an auto repair facility at 10610 Lincoln Trail, Fairview Heights, Illinois for not less than five (5) years beyond the Project Completion Date; and
  - E. Developer shall comply with all existing and applicable Federal, State, County, and Local laws and ordinances, including, but not limited to, those which establish the applicable prevailing wage to be paid by Developer to workers on the Project. Developer, like the City, acknowledges the value of trade unions in construction projects, as demonstrated by the passage of Resolution No. 3887-2015, and agrees that 100% of Developer's labor will be provided by contractors using labor provided by participating member trade unions affiliated with the Southwestern Illinois Building and Trades Council; and
  - F. Developer agrees to reimburse the City for all public funds abated and/or provided pursuant to this Agreement in the event that it fails to meet the obligations set forth in this Agreement, and agrees that said reimbursement or payment reduction will be made pursuant to the formula described in Exhibit C; and
  - G. Developer agrees to complete and return annually a Development Agreement Reporting Form attached as Exhibit B; and
  - H. Agree to construct the building and site in conjunction with its BAP Application 1-16 and consistent with the ten (10) Lincoln Trail Corridor Development Standards contained within the plans as submitted on January 29, 2016; and
  - I. At all times comply with all existing and applicable Federal, State, County, and Local Laws and ordinances; and
  - J. Obtain and maintain all insurance coverages required by Section 37-4-1 of the Revised Code of Ordinances of Fairview Heights, Illinois, and name the City of Fairview Heights as an additional insured on the policies of insurance specified therein, as set forth in Section 5(c) to this Agreement; and
  - K. Allow the City to place temporary signage on the Project Area during construction indicating that the Project received financial assistance from the City; and
  - L. Issue at least fourteen (14) days written notice to the City that the payment(s) required of the City to Developer pursuant to Section 4(a) is/are due.
- (b). Commencement and Completion Date. The Developer shall commence construction on or before April 4, 2016 and shall complete the Project on or before December 31, 2016 (Project Completion Date). The completion date may be extended for up to an additional three (3) months if Developer has not completed the Project despite due diligence in prosecution of construction activities, provided that (i) Developer promptly furnishes the City with written

notice specifying the reasons for the delay, the expected length of delay, and (ii) Developer uses all reasonable efforts to minimize the delay.

(c). Plans and Specifications. The Project shall conform to Project Description set forth in Exhibit A. No material deviation from the Development Plan described in Exhibit A shall be made by Developer without the prior written consent of the DED and other applicable Departments of the City, which consent shall not be unreasonably withheld or delayed, provided nothing shall impact the City's right to withhold consent in accordance with its standard practices and procedures.

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

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

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

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

- (i) The general contractor's sworn statement setting forth all then existing contracts and all of the projected and anticipated costs of the Project;
- (ii) A description of Developer's financing sources (Financing) that confirms adequate financing for the Project including what proportion of the funds, if any, shall be Developer's equity capital and evidence of the availability thereof. If any portion of the funds will be borrowed, Developer shall

furnish a commitment for a conventional construction loan from an institutional lender or from Developer's parent corporation providing adequate financing, identifying, among other things, the lender the amount of the loan, length of the term and the applicable interest rate (Commitment). The terms of the Commitment and other financing shall be subject to the reasonable approval of the City with respect to the adequacy of the Financing and Developer's equity to assure that funds will be readily available to support the costs of the Project including all Development Requirements and other non-construction costs;

- (iii) The contract between Developer and the General Contractor for the construction of the Project; and
- (iv) A copy of the application for the building permit with regard to the construction of the Project showing all fees paid.

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

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

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

Upon written request by Developer for the Certificate, the DED, within thirty (30) days after receipt of the same, shall undertake an inspection of such Project and thereafter provide Developer either with a Certificate or a written statement indicating in adequate detail how Developer has failed to complete the Project in conformity with this Agreement, or is otherwise in default, and what measures or acts will be necessary, in the reasonable opinion of the DED, for Developer to perform as a condition to receipt of a Certificate. Developer shall have sixty (60) days to correct any such nonconformity or default. Upon

compliance with DED requirements, Developer shall resubmit a written request for a Certificate from the DED. The furnishing of such Certificate to Developer shall not be unreasonably withheld or delayed.

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

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

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

#### **4. FINANCING REQUIREMENTS AND CITY ASSISTANCE.**

(a). Reimbursement for Redevelopment Project Costs. Provided Developer substantially performs all of its obligations under this Agreement and furnishes the City with a certified cost analysis, certified by the independent architect and the chief financial officer of the Developer, setting forth all redevelopment project costs (as defined in the TIF Act) for the Project on or before December 31, 2016, the City shall reimburse the Developer for certain "Qualified Redevelopment Project Costs" to the extent provided below. The City shall:

Provide funds to Developer in the amount of \$24,910.45 after six (6) months of operation, on or before June 30, 2017; provide an additional \$24,910.45 after the first year of operation, on or before December 31, 2017; and final funding in the amount of \$24,910.45 after the second year of operation, on or before December 31, 2018 for a total City financial participation and assistance not to exceed \$74,731.35.

Reimbursement shall be conditioned upon the Developer submitting to the City receipts or other proof that it incurred Qualified Redevelopment Project Costs. The Developer shall seek reimbursement in writing pursuant to Sections 3(a)(L) and 8(j) of this Agreement.

(b). Source of Reimbursement. The City shall make any payments due to Developer under this Agreement solely from the TIF No. 3 Fund. The provisions of this Agreement, including any pledges of tax revenues, are subject to the provision of any pledges of particular portions of incremental taxes deposited from time to time into the Fund, which pledges were made prior to the execution and delivery of this Agreement. This obligation is not a general obligation of the City.

(c). Maximum Reimbursement. The City shall remit to the Developer the requested TIF incremental reimbursements set forth above, but not to exceed a total reimbursement of Seventy-Four Thousand Seven Hundred Thirty-One Dollars and Thirty-Five Cents (\$74,731.35).

(d). Sales Tax Abatement. The City shall authorize Developer to receive a Sales Tax Abatement (Sales Tax Exemption Certificate, subject to the approval of the Illinois Department of Revenue, for building materials through the City's Enterprise Zone.

## **5. DEVELOPER'S COVENANTS.**

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

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

(b). Developer's Indemnity.

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

- (i) Any condition of the Project or the Project Area, including without limitation any environmental condition;
- (ii) Any breach or default on the part of the Developer in the performance of any of its obligations under this Agreement not due to any act of neglect or default under this Agreement by the City;
- (iii) Any failure of the Developer or any contractor to pay contractors, subcontractors or material men;
- (iv) Any material misrepresentation or omission in the Developer's documentation to City to participate as the Developer of the Project which is the result of information supplied or omitted by the Developer or by agents, employees, contractors or persons acting under the control or at the request of the Developer;
- (v) Any failure of the Developer to redress any misrepresentations or omissions in this Agreement or any other agreement relating hereto;
- (vi) Any act or negligence of the Developer or of any of its agents, contractors, servants, employees or licensees;
- (vii) Any act or negligence of any assignee or lessee of the Developer, or of any agents, contractors, servants, employees or licensees of any assignee or lessee of the Developer; and
- (viii) Any claim, cost or damage with regard to the use or misuse of the Project by the Developer.

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

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

(c). Developer's Insurance.

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

- (i) Commercial General Liability Insurance (CGL) providing for coverage equivalent to the Insurance Services Office Commercial General Liability Coverage Form No. CG 0001 12 07. Required liability insurance coverage shall be written in the occurrence form and shall provide coverage for operations of the Developer, operations of subcontractors (contingent or protective liability); completed operations; broad form property damage and hazards of explosion, collapse and underground; and contractual liability. The General Aggregate Limit shall be endorsed on a per project basis with coverage of at least Two Million Dollars (\$2,000,000.00) per occurrence. The CGL policy shall have a projects-completed operations aggregate limit of Two Million Dollars (\$2,000,000.00) and an each occurrence limit of One Million Dollars (\$1,000,000.00).
- (ii) Commercial Automobile Liability. The policy shall cover owned, non-owned, and hired vehicles. The Commercial Automobile Liability policy shall provide a Bodily Injury & Property Damage Liability Limit of One Million Dollars (\$1,000,000.00), per each occurrence.
- (iii) Employers Liability Coverage, providing for coverage of at least Five Hundred Thousand Dollars (\$500,000.00) for each accident. The Employers Liability Coverage policy shall have a disease policy limit of Five Hundred Thousand Dollars (\$500,000.00) and a disease - each employee limit of Five Hundred Thousand Dollars (\$500,000.00).

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

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

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

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

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

## **6. PERFORMANCE**

- (a) Time is of the Essence.

Time is of the essence of this Agreement.

(b). Permitted Delays.

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

(c). Breach; Remedies.

Except as otherwise provided in this Agreement, in case of an Event of Default, upon written notice from the non-defaulting party, the party in default shall proceed to cure or remedy such default immediately and, in any event, shall complete such cure or remedy not later than twenty (20) days after receipt of such notice (unless a longer period is provided in Section 6(d)).

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

(d). Event of Default.

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

- (i) If any warranty or representation made or furnished by the City or by the Developer (including, without limitation, the representations and warranties of the Developer described in Section 2), was not true and correct at the time made.
- (ii) If the City or the Developer is in breach of any material provisions of this Agreement or any other agreement between the City and the Developer.

- (iii) If any petition is filed by or against City or the Developer under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereinafter existing, provided that, in the case of an involuntary proceedings, such petition is not vacated, stayed or set aside within ninety (90) days after filing.
- (iv) If the Developer defaults in fulfilling its obligations with respect to the completion of the Site Plan or abandons or substantially suspends construction work, or violates any other provision of this Agreement not otherwise specified in this Section 6(d), provided that any such default, violation, or abandonment or suspension shall not be cured, ended, or remedied within twenty (20) days of 15 the date the Developer receives written demand by City to cure such default, or such longer period to be determined by City in its sole discretion if the default cannot be reasonably cured within the twenty (20) day period, provided that the cure has been commenced by the Developer within said twenty (20) day period and thereafter diligently prosecuted to completion.
- (v) If City fails to fulfill its obligations set forth in Section 4; or
- (vi) If the Developer fails to comply with the use, occupancy and accessibility covenants affecting the Property described in Section 3 above; or
- (vii) If the Developer fails to comply with the non-discrimination covenants described in Section 5 and the Affirmative Action Obligations set forth in Section 7; or
- (viii) Failure of the Developer to pay real estate taxes or special assessments affecting the Project when due, or placing thereon any encumbrance or lien other than Financing or suffering any levy or attachment to be made, or any materialman's or mechanics' lien, or any other unauthorized encumbrance or lien to attach to the Project or any part thereof, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the City made for such payment, removal or discharge within twenty (20) days after written demand by City to remove such lien or encumbrance; or
- (ix) The Developer makes any assignment, pledge, encumbrance, transfer or other disposition as prohibited by this Agreement; or
- (x) If either City or the Developer defaults in performance of any of its other obligations under this Agreement and does not cure the same within twenty (20) days of written notice from the other party; or

(xi) The Developer allows the conduct of general business operations at the Project Area to cease within seven (7) years of the project Completion Date.

(e). Prior to Issuance of Certificate.

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

(f). After Issuance of a Certificate.

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

(g). Waiver and Estoppel.

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

(h). Access to the Project.

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

(i). City's Right to Inspect Records.

Until the City issues its Certificate of Completion, the City shall have the right and authority to review and audit, from time to time,

the Developer's financial books and records relating to the Project and the Development Requirements including, without limitation, the Developer's loan statements, general contractor's sworn statements, general contracts, subcontractors, purchase orders, waivers of lien, paid receipts, and invoices. Upon reasonable notice which shall not be less than (30) days, all such books and other records shall be available at the offices of the Developer for inspection, audit and examination at all reasonable times by any duly authorized representative of the City.

## **7. NON-DISCRIMINATION.**

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

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

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

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

## **8. MISCELLANEOUS PROVISIONS.**

### **(a). Entire Agreement.**

Except as otherwise provided herein, this Agreement contains the entire agreement of the parties with respect to the Project and the Development Plans and supersedes all prior agreements, negotiations, and discussions with respect thereto, and shall not be modified, amended or changed in any material manner whatsoever except by the written agreement of the City and the Developer. The term "material" for the purposes of this Section 8(a) shall be defined as any deviation from the terms of this Agreement which operates to cancel or otherwise reduce any developmental, construction or job-creating obligation of the Developer by more than ten (10) percent, substantially changes the character of the Development Requirements or any activities undertaken by the Developer affecting the Development Requirements, or increases any time agreed for the

performance by City or the Developer by more than one hundred eighty (180) days.

(b). Assignability and Transfer.

Unless expressly permitted by the provisions of this Agreement, the Developer, until City issues the Certificate with respect to the Project, shall not assign, transfer or convey any right, title or interest in the Property or any of its duties or obligations under this Agreement as they relate to the Development Requirements or the land. Notwithstanding anything to the contrary herein, the Developer may assign this Agreement without the consent of City (but without release of the Developer from its obligations under this Agreement) to:

- Its parent company; or
- Any company which merges, consolidates or acquires substantially all of the assets of Developer, including the Project Area as a going concern; or
- An entity in which the Developer has a controlling interest of 51 % or more.

(c). Conflict of Interest - City's Representatives Not Individually Liable.

Developer covenants that, prior to the issuance of any Certificate of Completion by the City, no member of any city board, commission or agency, or official or employee of the City shall have any proprietary interest, direct or indirect, in the Developer, this Agreement, or the Development Requirements, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested. No member, official, or employee of the City shall be personally liable to the Developer to perform any commitment or obligation of the City under this Agreement nor shall any such person be personally liable in the event of any default or breach by the City.

(d). Survival.

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

(e). Mutual Assistance.

The City and the Developer agree to perform their respective obligations, including the execution and delivery of any documents, instruments, petitions,

and certification, as may be necessary or appropriate, consistent with the terms and provisions of this Agreement.

(f). Cumulative Remedies.

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

(g). Limited Obligation.

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

(h). Disclaimer.

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

(i). DED's Authority.

The DED shall have authority to approve non-material changes to the Development Requirements and Plans and Specs and to waive nonmaterial deviations with respect to the requirements of this Agreement. No approvals or waivers shall be effective unless the same are in writing.

(j). Notices.

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

*If to the City:* Mike Malloy  
Director of Economic Development  
10025 Bunkum Road  
Fairview Heights, IL 62208

*If to the Developer:* Steven Giger  
Perfect Finish, Inc.  
10610 Lincoln Trail  
Fairview Heights, Illinois 62208

(k). Headings.

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

(l). Governing Law.

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

(m). Recordation of Agreement.

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

(n). Successors and Assigns.

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

(o). Counterparts.

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

(p). Severability.

It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by a court of law to be illegal or in conflict with any law of the State of Illinois, the validity of the remaining portions or provisions

shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provisions held to be invalid.

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

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

By: \_\_\_\_\_  
Mayor Mark T. Kupsky  
Mayor, City of Fairview Heights

STEVEN GIGER and  
PERFECT FINISH, INC.

By: \_\_\_\_\_  
Steven Giger

By: \_\_\_\_\_  
Perfect Finish, Inc.

Title: \_\_\_\_\_

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

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

Given under my hand and notarial seal this \_\_\_ day of March, 2016.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

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

I, \_\_\_\_\_, a notary public in and for said County, in the State aforesaid, do hereby certify that Steven Giger, personally known to me to be the authorized representative of Perfect Finish, Inc. located at 10610 in Fairview Heights, Illinois, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as such representative, he signed and delivered the said instrument, pursuant to authority given by said corporation, as his free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_ day of March, 2016.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

EXHIBIT A  
DEVELOPMENT PLAN



10614 Lincoln Trail  
Fairview Heights, IL 62208  
Office (618) 398-3100  
Fax (618) 398-4297  
Email: [perfect@peaknet.net](mailto:perfect@peaknet.net)

April 28, 2015

**Subject: Proposed project at 10614 Lincoln Trail, Fairview Hts, IL**

I am proposing to tear down the existing 2900 Square foot building located at 10614 Lincoln Trail, which is a shell only with no utilities and is currently used for storing vehicles. The condition of the building is poor and not worth renovating. We will construct a new 4800 square foot building which will be used as an extension of our current auto body repair shop located next door at 10610 Lincoln Trail. We will also be adding mechanical, possibly restoration work, and a car rental agency. The new building will be constructed of the same split faced block and design as our current building. We will also have adjoining parking lots which will give customers, employees and towing companies' better access to the property. I have also had an environmental study performed on both properties and was given a clean bill of health. We used this property from 1997-2005 for our body shop operations before we moved next door to our current location. I have financing approved through several local banks and can begin construction as soon as I am issued a building permit. I need business assistance monies to curb the high cost of construction. Business operation cost increase every year and we need the assistance to sustain our longevity in our business community. This project will enhance the look of this area tremendously. I've attached several photos of both our current body shop building and the building we will be replacing. Thank you for your consideration.

Sincerely,

Steve M. Giger  
President and Manager, Perfect Finish

Strube Construction  
2944 Renchler Rd  
Belleville, IL 62221  
618-580-1054

2 2 16  
All over

Stephen Strube, Owner

Dumpsters	\$3500.00
Demolition	\$20,985.00
Excavating & Concrete	\$123,700.00
Masonry	\$75,350.00
Plumbing	\$29,500.00
Electric	\$44,885.00
HVAC	\$12,250.00
Painting	\$25,380.00
Overhead doors/Entry doors	\$8925.00
Aluminum Front & Windows	\$6319.00
Roofing	\$6705.00
Tin for shop ceiling	\$6125.00
Lumber bid	\$32,117.00
Retention Pond	\$10,796.00
Crane Time	\$3400.00
Lift time	\$2600.00
Gutters	\$3192.00
Insulation R38	\$7230.00
Carpentry Labor	\$40,500.00
Mark Up	\$10,700.00
Fence	\$13,550.00
Signs, Gate, Sign base	\$10,500.00
<b>Total</b>	<b>\$498,209.00</b>

**CHARLES SUAREZ**  
**COUNTY TREASURER**  
 10 PUBLIC SQUARE  
 BELLEVILLE, IL 62220  
 www.co.st-clair.il.us

**ST. CLAIR COUNTY**  
**2014 REAL ESTATE TAXES**  
**BASED ON ASSESSED VALUE**  
**AS OF JANUARY 1, 2014**

**PARCEL NO. 03-28.0-302-041**

Pay on-line: [www.co.st-clair.il.us/Pages/parcel.aspx](http://www.co.st-clair.il.us/Pages/parcel.aspx)

E-Mail: [treasurer@co.st-clair.il.us](mailto:treasurer@co.st-clair.il.us)

**TAXING INFORMATION**

**DISTRIBUTION OF 2014 TAXES**

FAIR PROPERTY VALUE	100,700	Taxing Body	2013 Rate	2013 Tax	2014 Rate	2014 Tax	Difference	% of Total
1977 BASE	4,636	BELLEVILLE HS #201	1.97120	\$673.80	2.03620	\$683.07	9.27	25.13
SENIOR FREEZE BASE	0	GRANT DIST #110	3.91340	\$1,337.88	4.00200	\$1,343.19	5.31	49.42
ASSESSORS VALUE	34,182	SWIC DIST #522	0.41060	\$140.35	0.42850	\$143.82	3.47	5.29
FD OF REVIEW VALUE	34,182	CITY OF FAIRVIEW HTS	0.00000	\$0.00	0.00000	\$0.00	0.00	0.00
TOWNSHIP MULTIPLIER	X 9819	LINCOLN TRAIL REDEVELOPMENT PROJECT	0.00000	\$0.00	0.00000	\$0.00	0.00	0.00
LOCAL VALUE*	= 33,563	ST CLAIR CO GEN	0.11240	\$38.42	0.11590	\$38.90	0.48	1.43
HIE/DAV VALUE	- 0	ST CLAIR CO OTHER	0.79560	\$271.95	0.82290	\$276.19	4.24	10.16
VALUE TO BE EQUALIZED	33,563	CASEYVILLE TWP	0.11450	\$39.14	0.12150	\$40.78	1.64	1.50
STATE MULTIPLIER	X 1.0000	CASEYVILLE ROAD	0.10740	\$36.71	0.11770	\$39.50	2.79	1.45
STATE EQUALIZED VALUE	= 33,563	FAIRV CASEY TWP FIRE	0.43430	\$148.45	0.45350	\$152.21	3.76	5.60
OWNER OCCUPIED EXEMPTION	- 0	CITY OF FRVW HTS LIB	0.00000	\$0.00	0.00000	\$0.00	0.00	0.00
SENIOR FREEZE	- 0							
SR HOMESTEAD EXEMPTION	- 0							
RETURNING VET EXEMPTION	- 0							
VET/DISABILITY EXEMPTION	- 0							
FARM ASSESSMENT	+ 0							
TAXABLE VALUE	= 33,563							
TOTAL TAX RATE	X 8.0972							
<b>TOTAL TAX DUE</b>	<b>\$2,717.66</b>							
*ESTIMATED 1/3 OF FAIR PROPERTY VALUE								

**Totals**      7.8594      \$2,688.50      8.09720      \$2,717.66      \$31.16

03-28.0-302-041  
**GIGER, STEVEN M & JENIFER A**  
**GIGER STEVEN M & JENIFER A**  
 101 MARILYN AVE  
 SWANSEA IL 62226-

**Legal Description**  
 ST CLAIR HILLS  
 ST CLAIR HILLS  
 LOT/SEC-23 PT LT 22 & PT LT 23 DOC A02370315

**Location of Property**  
 10614 LINCOLN TR  
 FAIRVIEW HEIGHTS, IL 62208-0000

**ACRES**  
 0.00

Dear Taxpayer:  
 Please read your bill carefully. On or before the installment due date, pay the first amount shown on payment coupon. After the due date pay the amount that includes penalty. The dates below are important to you. Please read them carefully.  
**First installment due date:** 07/01/2015  
**Second installment due date:** 09/01/2015  
**Last day to pay and avoid publication:** 09/25/2015  
 The credit card & E-Check systems will be temporarily shut down September 25 at 3:00pm until 8:00am September 28, 2015.  
 Notice of tax sale by certified mail: 10/02/2015  
 Publication of unpaid taxes: 10/05 - 10/09/2015  
**LAST DAY TO PAY TAXES:** 11/06/2015  
 The credit card & E-Check services will be permanently shut down on November 6, 2015 at 3:00pm.  
**POSTMARK WILL NOT BE HONORED ON LAST DAY TO PAY. PAYMENTS MUST BE RECEIVED BEFORE 5 PM ON 11/06/2015.**  
 9:00 AM Tax Sale of all unpaid taxes: 11/09 - 11/12/2015  
 No payment will be taken during tax sale.  
 I remind you the County Treasurer only collects your taxes and is not responsible for your property assessment or the amount of tax you are paying.

TWP: CASEYVILLE  
 TAX CODE 08064  
 UNIT: 0060

**YOUR CANCELLED CHECK WILL SERVE AS YOUR RECEIPT. PLEASE KEEP FOR YOUR RECORDS**

**1st INST:**  
 DATE PAID:  
 AMT. PAID:

**2nd INST:**  
 DATE PAID:  
 AMT. PAID:

**AUG 26 '15**  
**\$1358.83**

Lincoln Trail TIF Corridor – Façade & Site Improvement Program  
Appendix 5, Nov. 2014

**Lincoln Trail Corridor Development Standards – Checklist**

See the Development Design Standards for a description of each of the following improvement items.

**A. EXTERIOR BUILDING ELEMENTS**

- 1. **WALLS** - Changes to exterior wall materials/colors .....
- 2. **PARAPET WALLS** - Addition of ornamental/architectural panels to emulate parapet walls.....
- 3. **BUILDING FAÇADES** - Articulating building facades for functional/visual architectural interest .....
- 4. **ARCHITECTURAL ORNAMENTATION** - Addition of exterior building elements (faux columns/beams, etc.) to break up long homogeneous facades .....
- 5. **ROOFING** - Changes to exterior roof materials/colors .....
- 6. **DOORS & WINDOWS** - Adding and/or enhancing doors and windows .....
- 7. **AWNINGS** - Addition of architecturally compatible awnings.....
- 8. **SHUTTERS** - Addition of architecturally compatible shutters .....
- 9. **BUILDING FAÇADE LIGHTING** – Addition of architectural façade lighting .....
- 10. **EQUIPMENT SCREENING** - Screening visual clutter on roofs such as HVAC Units, cooler towers or electrical equipment .....

**B. SITE ENHANCEMENT ELEMENTS**

- 11. **PARCEL ASSEMBLY** .....
- 12. **STRUCTURE DEMOLITION** .....
- 13. **DRIVEWAYS** - Sharing of Driveways and/or reducing curb cut widths.....
- 14. **PERIMETER LANDSCAPE** – For aesthetics and screening of parking lots and service areas.....
- 15. **PARKING LOT LANDSCAPE** - Landscape islands on the interior of parking lots .....
- 16. **PARKING LOT LIGHTING** .....
- 17. **PERMEABLE PAVEMENTS** .....
- 18. **SIDEWALKS** - Installation of sidewalks in ROW and/or sidewalk connection from ROW sidewalk to front door. ....
- 19. **BUILDING ENTRY AREAS** – Developing pedestrian areas at building entrances with color and/or imprinted paving or pavers. ....
- 20. **BUILDING ENTRY LANDSCAPE PLANTINGS** - Addition of landscape plantings (above ground or in-ground) at building entrances .....
- 21. **FLAG POLES AND SITE FURNISHINGS** .....
- 22. **WATER FEATURES** .....
- 23. **UNDERGROUNDING UTILITIES** - Placement of utilities underground .....

**C. SIGNING**

- 24. **BUILDING SIGNS** - Addition of signing compatible with building architecture.....
- 25. **SITE SIGNS** - Site signage enhancements .....
- 26. **SIGN REMOVAL** - Removal of pole signs .....

10  
 needs 12

Lincoln Trail TIF Corridor – Façade & Site Improvement Program  
Appendix 5, Nov. 2014

TOTAL NUMBER OF IMPROVEMENT ITEMS CHECKED.....

**D. POSSIBLE FUNDING(1) (TOTAL PROJECT COST NOT TO EXCEED \$150,000)**

- # of improvements checked
- Make Improvements (10) – potential 50% funding from City
- Make Improvements (9) – potential 45% funding from City
- Make Improvements (8) – potential 40% funding from City
- Make Improvements (7) – potential 35% funding from City
- Make Improvements (6) – potential 30% funding from City
- Make Improvements (5) – potential 25% funding from City
- Less than 4- No City Funding

**E. POSSIBLE FUNDING (TOTAL PROJECT COST BETWEEN \$150,001 AND \$300,000)**

Make no less than 8 improvements – 25% funding from City

**F. POSSIBLE FUNDING (TOTAL PROJECT COST BETWEEN \$300,001 AND \$500,000)**

Make no less than 10 improvements – 15% funding from City

**G. POSSIBLE FUNDING (TOTAL PROJECT COST EXCEEDS \$500,000)**

Make no less than 12 improvements – 10% funding from City, not to exceed \$75,000.

*<sup>1</sup>City financial participation shall require compliance with prevailing wage rate ordinance, lowest responsible bidder ordinance; individual phases of a project can be considered separately.*

Lincoln Trail TIF Corridor – Façade & Site Improvement Program  
Appendix 5, Nov. 2014

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**Make no less than 8 improvements – 25% funding from City**

**F. POSSIBLE FUNDING (TOTAL PROJECT COST BETWEEN \$300,001 AND \$500,000)**

**Make no less than 10 improvements – 15% funding from City**

**G. POSSIBLE FUNDING (TOTAL PROJECT COST EXCEEDS \$500,000)**

**Make no less than 12 improvements – 10% funding from City, not to exceed \$75,000.**

*<sup>1</sup>City financial participation shall require compliance with prevailing wage rate ordinance, lowest responsible bidder ordinance; individual phases of a project can be considered separately.*

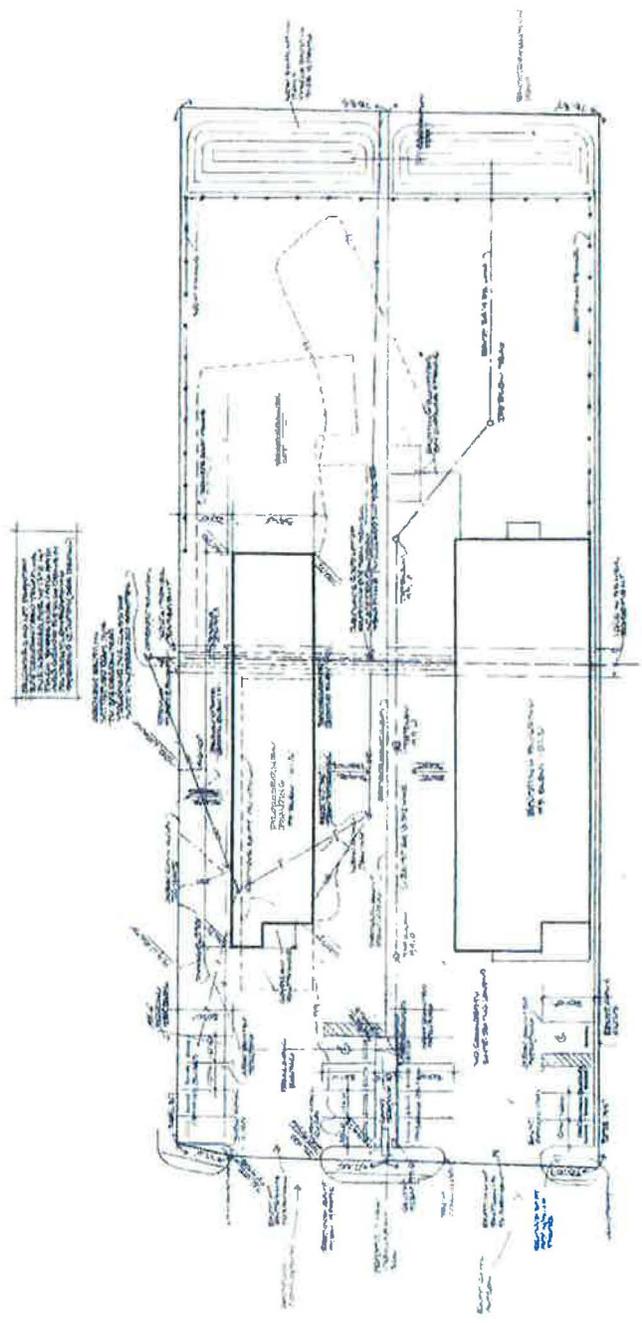


[Return to Agenda](#)

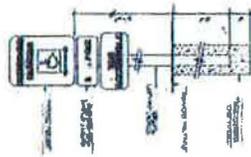
HANS-JOACHIM KOEHL  
ARCHITECT-DESIGNER  
133 CANTON STREET SUITE 200  
BOSTON, MASSACHUSETTS 02111  
(617) 244-6720



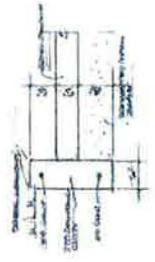
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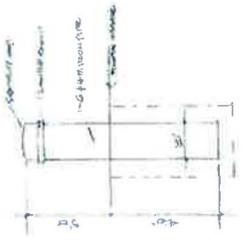
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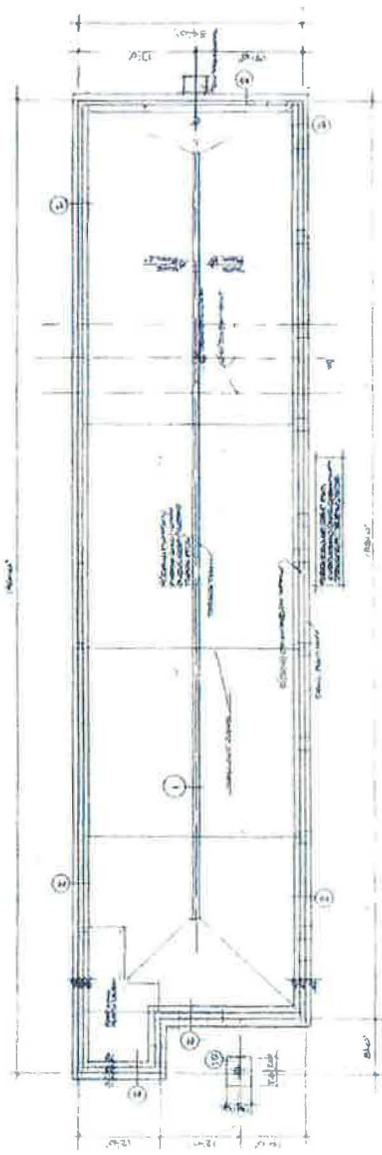


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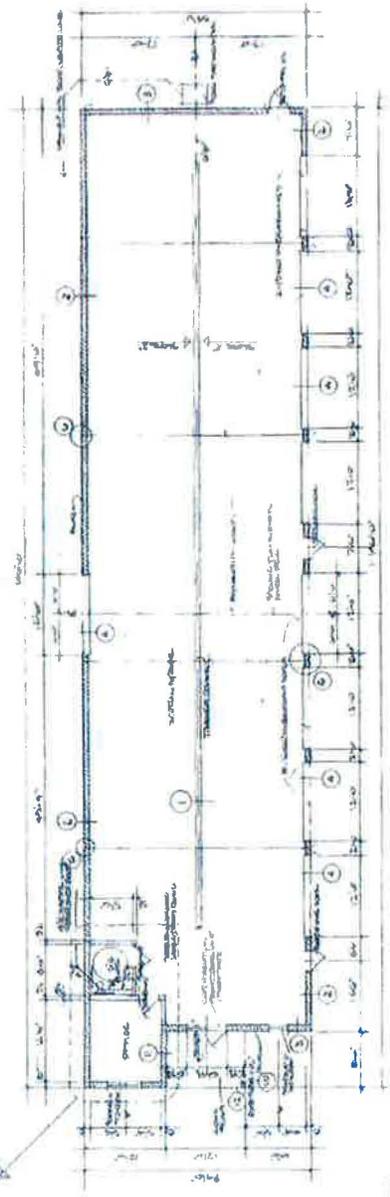


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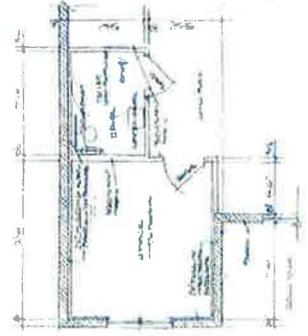
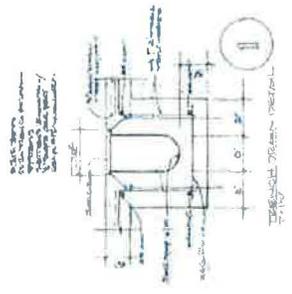
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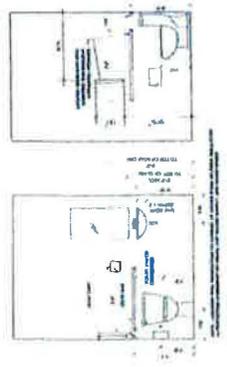
PRODUCTION PLAN  
1/2" = 1'-0"



PRODUCTION PLAN  
1/2" = 1'-0"



ENLARGED SECTION  
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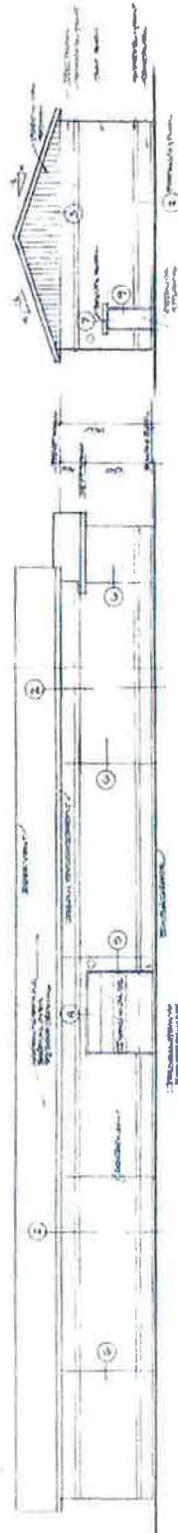


YOUR REVIEW IS  
APPRECIATED  
BY THE ARCHITECT

HANS-JOACHIM KOEHL  
ARCHITECT-DESIGNER  
5111 KUNSTHAUSSTRASSE  
69126 HEIDELBERG

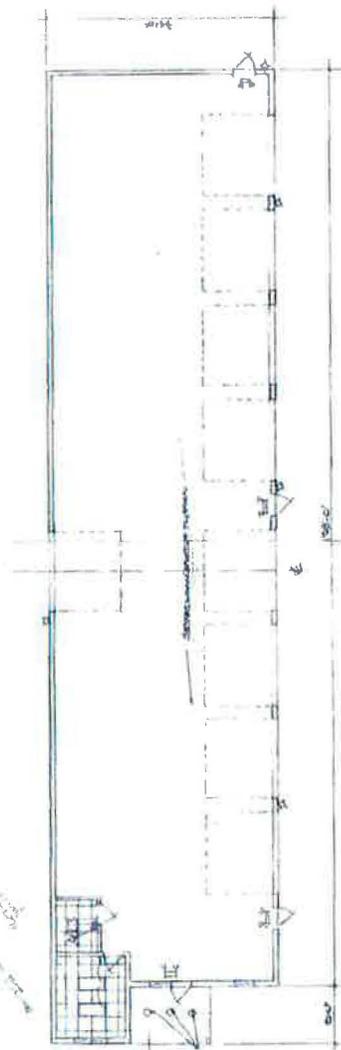


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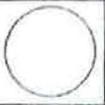
NORTH ELEVATION

NORTH ELEVATION

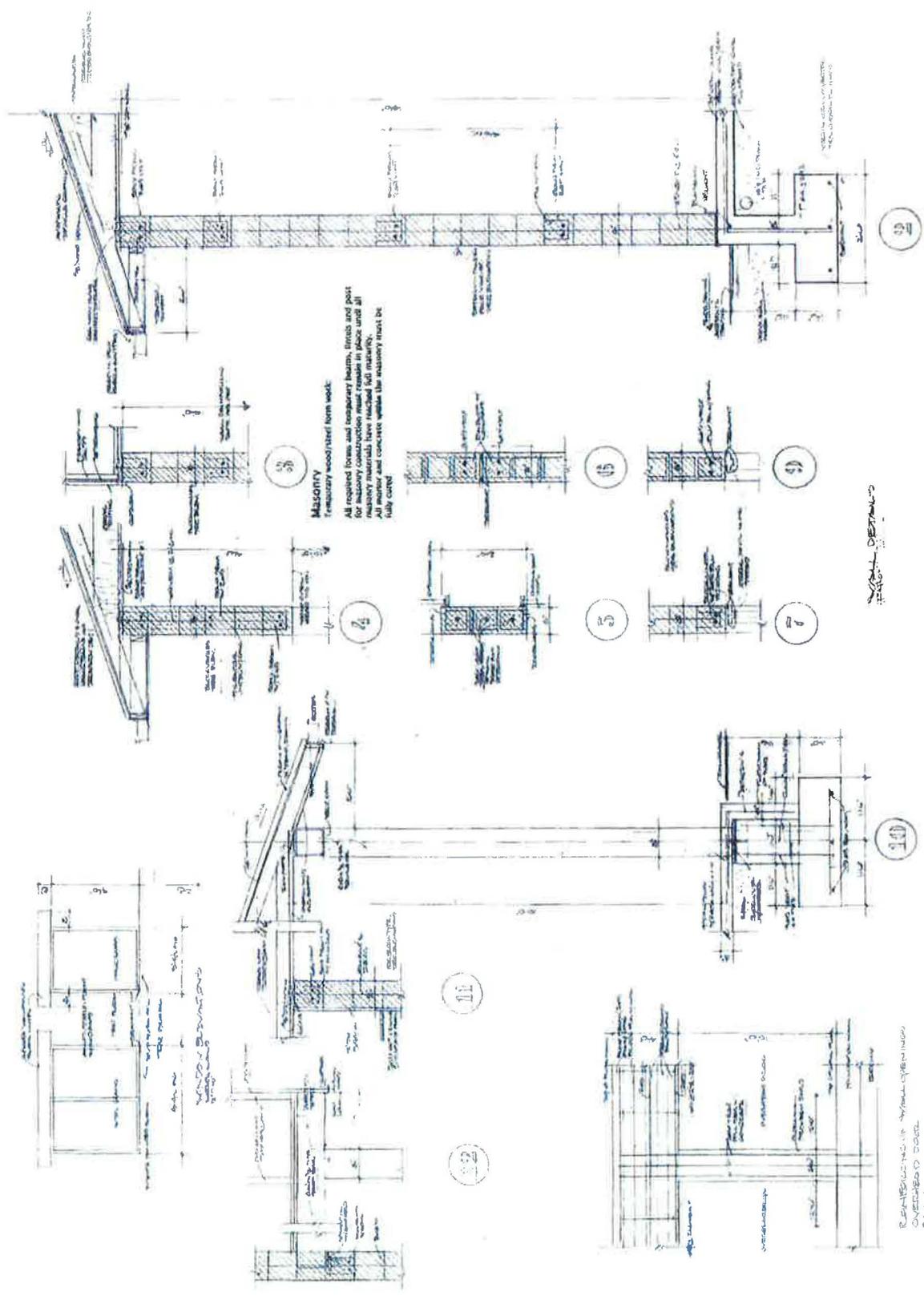
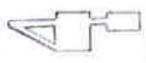


COMPRESSOR LN  
REWORKS  
210 LINES  
AIR LINES





Verify all  
 other  
 conditions  
 prior to  
 commencing work



Masonry  
 Temporary wood/steel form work:  
 All exterior forms and temporary bracing, finish and post  
 for masonry construction shall remain in place until all  
 masonry materials have reached full maturity.  
 All mortar and concrete within the masonry shall be  
 fully cured.

REINFORCED CONCRETE OVERHEAD DOOR

REINFORCED CONCRETE OVERHEAD DOOR

- 1. The Contractor shall be responsible for obtaining all necessary permits and licenses for the work.
- 2. The Contractor shall be responsible for obtaining all necessary insurance coverage for the work.
- 3. The Contractor shall be responsible for obtaining all necessary bonds for the work.
- 4. The Contractor shall be responsible for obtaining all necessary approvals for the work.
- 5. The Contractor shall be responsible for obtaining all necessary clearances for the work.
- 6. The Contractor shall be responsible for obtaining all necessary consents for the work.
- 7. The Contractor shall be responsible for obtaining all necessary permissions for the work.
- 8. The Contractor shall be responsible for obtaining all necessary authorizations for the work.
- 9. The Contractor shall be responsible for obtaining all necessary licenses for the work.
- 10. The Contractor shall be responsible for obtaining all necessary permits for the work.

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- 38. The Contractor shall be responsible for obtaining all necessary permits for the work.
- 39. The Contractor shall be responsible for obtaining all necessary approvals for the work.
- 40. The Contractor shall be responsible for obtaining all necessary clearances for the work.

- 41. The Contractor shall be responsible for obtaining all necessary approvals for the work.
- 42. The Contractor shall be responsible for obtaining all necessary clearances for the work.
- 43. The Contractor shall be responsible for obtaining all necessary consents for the work.
- 44. The Contractor shall be responsible for obtaining all necessary permissions for the work.
- 45. The Contractor shall be responsible for obtaining all necessary authorizations for the work.
- 46. The Contractor shall be responsible for obtaining all necessary licenses for the work.
- 47. The Contractor shall be responsible for obtaining all necessary permits for the work.
- 48. The Contractor shall be responsible for obtaining all necessary approvals for the work.
- 49. The Contractor shall be responsible for obtaining all necessary clearances for the work.
- 50. The Contractor shall be responsible for obtaining all necessary consents for the work.

**HANS-JOACHIM KOEHL**  
**ARCHITECT-DESIGNER**  
 233 Cox Road Bldg. Lane, Barville, Illinois 62221  
 618/234-0722

Return to Agenda

EXHIBIT B  
DEVELOPMENT AGREEMENT REPORTING FORM

City of Fairview Heights, Illinois



Development Agreement  
Reporting Form\*  
Year, \_\_\_\_\_

A. Project # \_\_\_\_\_

B. Name of Project \_\_\_\_\_

C. Owners of Project \_\_\_\_\_

D. Address of Project \_\_\_\_\_

E. Total Private Investment Required \_\_\_\_\_

F. Total Private Sector Investment Made \_\_\_\_\_

G. Total \$'s Infused Into Project by City \_\_\_\_\_

H. Payment Schedule of City per \$ Amount and Dates(s) \_\_\_\_\_

I. Completion Date of Project \_\_\_\_\_

J. Number of full time equivalent (FTE) jobs retained ,if required, in Development Agreement\_\_\_\_  
(Attach list of retained employees)

K. Number of full time equivalent (FTE) jobs created, if required. in Development Agreement\_\_\_\_  
(Attach list of new employees)

L. Amount of Sales Required to be Generated \$ \_\_\_\_\_ in year \_\_\_\_\_

M. Amount of Sales Generated \$ \_\_\_\_\_ in year \_\_\_\_\_  
(Attach documentation of annual sales)

*I (We) hereby submit the above information as true and correct.*

\_\_\_\_\_  
Name Title Date

\_\_\_\_\_  
Name Title Date

**\*City Reserves Right To Request Additional Information Subject To the Content of any specific Development Agreement**

EXHIBIT C  
REIMBURSEMENT OR PAYMENT REDUCTION FORMULA

Examples of Payment Reductions

Should Terms and Conditions of Development Agreement Not Be Met

- A. \$5,000,000.00 of sales required annually  
\$4,500,000.00 of sales occurred  
\$500,000.00 shortfall
- $\$4,500,000 / \$5,000,000 = 90\%$  of sales requirement met
- \$23,214.00 1<sup>st</sup> year rebate in agreement  
X .90%  
\$20,892.50 1<sup>st</sup> year revised rebate paid to Developer
- B. \$464,295.00 of private investment required
- \$450,000.00 of private investment made  
\$14,295.00 shortfall
- $\$450,000.00 / \$464,295.00 = 96.9\%$
- $100 - 96.9 = 3.1\%$  Reduction in Rebate
- C. 16 jobs required to be created 1<sup>st</sup> year  
14 jobs created  
2 jobs shortfall
- $14 / 16 = 87.5\%$
- $100 - 87.5\% = 12.5\%$  Rebate in Rebate 1<sup>st</sup> year
- \$23,214.00 1<sup>st</sup> year rebate in agreement  
X .875%  
\$20,312.25 1<sup>st</sup> revised rebate to developer
- D. 10 years required to be open  
8 years in operation  
2 year shortfall  
 $8 / 10 = 80\%$
- $100 - 80 = 20\%$  of rebate to be paid back by Developer
- \$69,644.00 Total rebate in agreement paid to Developer  
X .80%  
\$55,715.20

**\$69,644.00**  
**-55,715.20**  
**\$13,928.80**      **Developer pays back to City**

**Note: Should more than 1 requirement not be met, the applicable %'s shall be applied in each instance.**

**(1) Not inclusive; other requirements not being met would be calculated using a similar method.**

**October 29, 2013**

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

SECTION 1. AGREEMENT. The Mayor and the City Clerk are hereby authorized to sign and attest to the Redevelopment Agreement attached hereto as "Exhibit 1" on behalf of the City Council.

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

READ FIRST TIME:

READ SECOND TIME:

PASSED:

APPROVED:

\_\_\_\_\_  
MARK T. KUPSKY – MAYOR  
CITY OF FAIRVIEW HEIGHTS

ATTEST:

\_\_\_\_\_  
KAREN J. KAUFHOLD – CITY CLERK

**PROPOSED ORDINANCE NO. 12-'16**

**AN ORDINANCE AMENDING ORDINANCE NO. 1687-2015 REGARDING TIME TO PROCEED WITH THE DEVELOPMENT OF PERFECT FINISH AUTO BODY AT 10614 LINCOLN TRAIL.**

WHEREAS, the Community Planning Committee on February 17, 2016 reviewed the request for extension of time to proceed with development of Perfect Finish Auto Body.

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

SECTION 1. AMENDMENT. Amendment of Ordinance No.1687-2015 by extending the time for initiating of development of the Perfect Finish Auto Body to July 20, 2016 is approved.

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

READ FIRST TIME:

READ SECOND TIME:

PASSED:

APPROVED:

MARK T. KUPSKY - MAYOR  
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD - CITY CLERK

**PROPOSED RESOLUTION NO. 17-'16**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH ECONOMIC DEVELOPMENT RESOURCES (EDR) FOR THE PREPARATION OF A MAP DEPICTING TIF #1, #2, #3, #4, PROPOSED TIF #5 AND THE ENTERPRISE ZONE.**

WHEREAS, the Community Committee on February 17, 2016 reviewed and recommended the EDR contract be approved, which is attached hereto, made a part hereof and marked "EXHIBIT A."

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

That the Mayor is hereby authorized to enter into a contract with EDR in the amount of ONE THOUSAND DOLLARS (\$1,000.00) for the preparation of a map depicting TIF #1, #2, #3, #4 and Proposed TIF #5 and the Enterprise Zone.

Any proposed amendments to the contract with EDR as adopted shall require City Council action.

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

PASSED:

APPROVED:

---

MARK T. KUPSKY - MAYOR  
CITY OF FAIRVIEW HEIGHTS

ATTEST:

---

KAREN J. KAUFHOLD - CITY CLERK

**“EXHIBIT A”**

**AGREEMENT FOR PROFESSIONAL SERVICES AND ASSISTANCE**

**BY AND BETWEEN**

**THE CITY OF FAIRVIEW HEIGHTS, IL**

**AND ECONOMIC DEVELOPMENT RESOURCES, L.L.C.**

THIS AGREEMENT (“Agreement”), entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between the City of Fairview Heights, IL (hereinafter referred to as the “City”), and Economic Development Resources, L.L.C., (hereinafter referred to as “EDR”); and

WHEREAS, the City has need to assistance in creating a map showing the City’s existing (and proposed) Tax Increment Financing areas (the “TIF Areas”) and the Fairview Heights Enterprise Zone (The “Enterprise Zone”); and

WHEREAS, EDR is duly experienced in providing such assistance;

NOW, THEREFORE, the City and EDR, for the considerations and under the conditions hereinafter set forth, do mutually agree as follows.

**SCOPE OF SERVICES**

**Action 1: Materials**

A. The City will provide copies of maps showing the boundaries of all TIF Areas.

**Action 2: Draft Map**

A. EDR will digitize the boundaries of all TIF Areas and create a draft map showing the boundaries of all TIF Areas and the Enterprise Zone.

B. EDR will then provide this draft map to the City for review and comment.

**Action 3: Final Map**

A. Following review of any comment from the City, EDR will make changes and provide the final map to the City (in both hard copy/handout size and digital format).

B. The City will make any presentations that may be required in the approval of this map.

**FEE**

The fee for the above work is \$1,000.00, plus actual out of pocket expenses incurred by EDR. Payment of the fee will be made upon provision of the Final Map in Action 3.

Actual out of pocket expenses shall consist of actual costs incurred by EDR for printing, mileage, photographic work, production, delivery charges, long distance telephone charges and any other similar expenses required to provide the above Scope of Services. Such expenses will be billed monthly to the City at their direct and actual cost to EDR.

Payment of the current fee and reimbursable expenses will be made to EDR within 30 days of the receipt of the invoice concerning these items. Unpaid invoices will accrue interest of 1.5% per month until paid.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed this \_\_\_\_ day of \_\_\_\_\_, 2016.

ATTEST:

CITY OF FAIRVIEW HEIGHTS, IL:

\_\_\_\_\_  
KAREN J. KAUFHOLD – CITY CLERK

\_\_\_\_\_  
MARK T. KUPSKY - MAYOR  
CITY OF FAIRVIEW HEIGHTS

ATTEST:

EDR, L.L.C.

\_\_\_\_\_  
EUGENE NORBER  
PRESIDENT

**PROPOSED RESOLUTION NO. 18-'16**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH MILLENNIA PROFESSIONAL SERVICES OF ILLINOIS, LTD. FOR THE COVENTRY COURT AND BUNKUM ROAD INTERSECTION ALIGNMENT STUDY (\$9,800.00).**

WHEREAS, the City of Fairview Heights is in need of professional services to prepare a study of the Coventry Court and Bunkum Road Intersection Alignment.

WHEREAS, Millennia Professional Services of Illinois, Ltd., 11 Executive Drive, Suite 12, Fairview Heights, IL 62208 has submitted a proposal for professional services related to the preparation of the Coventry Court and Bunkum Road Intersection Alignment Study in the amount of NINE THOUSAND EIGHT HUNDRED DOLLARS (\$9,800.00).

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 an agreement with Millennia Professional Services of Illinois, Ltd., 11 Executive Drive, Suite 12, Fairview Heights, IL 62208 for professional services related to the preparation of the Coventry Court and Bunkum Road Intersection Alignment Study 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:

MARK T. KUPSKY - MAYOR  
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD - CITY CLERK



## Millennia Professional Services of Illinois, Ltd.

11 Executive Drive, Suite 12 · Fairview Heights, Illinois 62221 · (Office) 618.624.8610 · (Fax) 618.624.8611

February 4, 2016

Mr. Timothy Tolliver  
Director of Land Use  
City of Fairview Heights  
10025 Bunkum Road  
Fairview Heights, IL 62208

### **Subject: Coventry Court and Bunkum Road Intersection Alignment Study Proposal**

Dear Mr. Tolliver:

Thank you for requesting this proposal from Millennia Professional Services (Millennia). Based on our recent site visit and phone conversation, we propose to provide the following professional services for the above-referenced project:

#### **Scope of Services**

1. **Topographic Survey** – Perform a topographic survey of Bunkum Road in the vicinity of its intersection with Circle Drive, a portion of Coventry Court adequate to develop the realignment and extension of Coventry Court as described below, and the area between the Bunkum Road and Circle Drive Intersection and the above-described section of Coventry Court. This includes visible utilities, entrances, and home locations in the area described above. This topographic information will be drafted in AutoCAD.
2. **Establish a Preliminary Alignment** – Establish a preliminary, best-fit alignment of the realignment and extension of Coventry Court to provide an intersection of Coventry Court with Bunkum Road at Circle Drive. This alignment will attempt to meet current standards, and minimize utility relocations and costs to the maximum extent practicable. This alignment will be drafted on the topographic survey in AutoCAD.
3. **Meet with City and County Highway Department on Preliminary Alignment** – Meet with City Technical staff to review the preliminary alignment. Also, meet with the County Highway Department to go over the preliminary intersection alignment and necessary approvals.
4. **Revise and Refine Alignment** – Revise the preliminary alignment based on the above-described meetings. The revised alignment will be drafted on the topographic survey in AutoCAD.
5. **Preliminary Cost Estimate** - Perform a preliminary cost estimate of the revised alignment including estimating earthwork, paving, drainage, and utility relocation quantities and costs. This includes a preliminary estimate of the removal of the pavement which connects Coventry Court to its current access to Bunkum Road.

6. **Written Report** – Summarize the above listed findings in a written report. The findings of this report will be geared toward assessing the project's viability and estimated budget. The report will also identify any likely required traffic studies, intersection design studies, and/or roadway widening plans and approvals.

Millennia proposes to provide the above-described services for the lump-sum fees listed below. Millennia will invoice the client monthly or less frequently based on the percentage complete, and payment will be due within 30 days of the invoice date.

#### ITEMIZED FEE SCHEDULE

Item	(Itemized from Above-Listed Items)	Fee (\$)
1.	Topographic Survey	\$ 2,600
2.	Preliminary Alignment	\$ 2,100
3.	Meetings with City and County	\$ 700
4.	Revise and Refine Alignment	\$ 1,300
5.	Preliminary Cost Estimate	\$ 1,600
6.	Written Report	\$ 1,500
	Total	\$ 9,800

The above-described services do not include boundary surveying, traffic studies, intersection design studies, final improvement plans and specifications, bid documents, permit submittals, hazardous waste or asbestos remediation or permitting, construction observation, or construction staking.

There will be no additional charges for computer time, word processing, mileage, or printing for agency submittals or client copies. These fees do not include permit application and submittal fees, or printing costs for bidding. We will provide additional services that we are accustomed to performing at your request on an hourly basis as per the attached Hourly Rate Schedule. Hourly rates may be increased by Millennia on January 1 of each succeeding year.

Payment of any invoice by the Client to the Consultant (Millennia Professional Services) shall be taken to mean that the Client is satisfied with the Consultant's services to the date of payment and is not aware of any deficiencies in those services.

Neither the professional activities of the Consultant, nor the presence of the Consultant or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, the Consultant and the Consultant's subconsultants shall

be indemnified by the General Contractor and shall be made additional insured under the General Contractor's policies of general liability insurance.

The Consultant shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of the Consultant, increase the Consultant's contractual or legal obligations or risks, or adversely affect the availability or cost of its professional or general liability insurance.

Thank you for the opportunity to submit this proposal. This proposal is valid if accepted within 60 days. If this proposal is acceptable, please sign an original for record keeping and return one signed copy to our office.

We appreciate this opportunity to be of service to you and would be pleased to discuss any aspect of this letter with you at your convenience.

Sincerely,

**Millennia Professional Services of Illinois, Ltd.**



Gary R. Hoelscher, P.E., CFM  
Director

GRH:grh  
Attachment

Accepted by:

\_\_\_\_\_  
Client Name (Please Print)

\_\_\_\_\_  
Signature, Title

Date: \_\_\_\_\_

**METRO EAST OFFICE  
BILLING RATE SCHEDULE**  
(Rates Effective January 1, 2016)

Description	2016 Hourly Rate
Senior Project Manager	\$182.00
Project Manager	\$143.00
Engineer III	\$109.00
Engineer II	\$ 90.00
Engineer I	\$ 80.00
Survey Project Manager	\$124.00
Technician V	\$138.00
Technician IV	\$106.00
Technician III	\$ 88.00
Technician II	\$ 73.00
Technician I	\$ 59.00
Two-Man Survey Crew	\$148.00
One-Man GPS/Robotics	\$128.00
Administrative Assistant II	\$ 74.00
Administrative Assistant I	\$ 52.00
Vehicle per Mile	\$ 0.54
Vehicle per Day	\$ 65.00

*Hourly Rates may be subject to annual adjustments.*

**PROPOSED RESOLUTION NO. 19-'16**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT TO SELL A 1994 CHEVROLET IMPALA SS PREVIOUSLY USED BY THE POLICE DEPARTMENT (\$6,100.00).**

WHEREAS, it has been determined that a 1994 Chevrolet Impala SS has attained a condition wherein it does not meet the Police Department's needs;

WHEREAS, the Police Department advertised the 1994 Chevrolet Impala SS on Ebay and received twenty three bids.

WHEREAS, Anthony Woodard, 209 ½ West 6<sup>th</sup> Street, Cahokia, IL 62206 submitted the highest bid in the amount of SIX THOUSAND ONE HUNDRED DOLLARS (\$6,100.00).

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

That the Mayor is hereby authorized to enter into an agreement to sell a 1994 Chevrolet Impala SS, VIN #1G1BN52PSRR147904 in the amount of SIX THOUSAND ONE HUNDRED DOLLARS AND NO CENTS (\$6,100.00) to Anthony Woodard, 209 ½ West 6<sup>th</sup> Street, Cahokia, IL 62206 pursuant to the Ebay Bid Confirmation of sale attached hereto, made a part hereof and marked "EXHIBIT A."

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

PASSED:

APPROVED:

ATTEST:

\_\_\_\_\_  
MARK T. KUPSKY – MAYOR  
CITY OF FAIRVIEW HEIGHTS

\_\_\_\_\_  
KAREN J. KAUFHOLD – CITY CLERK

“EXHIBIT A”

Cathy Bryant

**From:** Mike Hoguet  
**Sent:** Wednesday, February 24, 2016 3:56 PM  
**To:** Cathy Bryant  
**Subject:** FW: Your eBay item sold! Chevrolet: Impala SS (161980711379)

Here is the sale notification.

**From:** eBay [mailto:eBay@eBay.com]  
**Sent:** Wednesday, February 24, 2016 8:49 AM  
**To:** Mike Hoguet  
**Subject:** Your eBay item sold! Chevrolet: Impala SS (161980711379)

**ebay** MOTORS eBay sent this message to Michael Hoguet (cityoffairviewheightspd).  
Your registered name is included to show this message originated from eBay. [Learn more.](#)

**Congratulations, your item sold!**

Dear cityoffairviewheightspd,

Congratulations! Your item just sold. You should now contact the buyer to confirm your arrangements for the payment.



**Chevrolet: Impala SS**

**Sale price:** \$6,100.00  
**Quantity sold:** 1  
**Sale date:** Feb-24-16 06:48:45 PST  
**Buyer:** Anthony woodard  
wdrd1979 (wdrd1979@yahoo.com) [contact  
buyer]

**Buyer's shipping address:** Anthony Woodard  
3824 Salida Ct  
Florissant, MO 63034-1000 United States

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