

**CITY OF FAIRVIEW HEIGHTS
CITY COUNCIL MEETING AGENDA
CITY COUNCIL CHAMBERS
NOVEMBER 15, 2016
7:00 P.M.**

- A. Call to Order
- B. Pledge of Allegiance
- C. Invocation
- D. Roll Call
- E. Public Participation
- F. Consent Agenda:

City Council Minutes – November 1, 2016
Executive Session Minutes – November 1, 2016
Finance Director Report
Presentation of Bills - \$2,160,042.76

- G. Committee Reports
- H. Communication from Mayor
- I. Communication from Elected Officials

J. UNFINISHED BUSINESS

Proposed Ordinance No. 55-'16, an Ordinance denying a Development Plan for a Self-Storage Facility on Longacre Property Identification Number 03-28.0-409-021. (Community Committee)

K. NEW BUSINESS

Proposed Ordinance No. 58-'16, an Ordinance repealing Chapter 16 of Ordinance No. 190, "The Revised Code," Article 1 – Salaries – Appointed Part-Time Officials- Non contract - Full Time Employees – Per Month and Non Contract – Part Time Employees – Per Hour. (Operations Committee)

Proposed Resolution No. 96-'16, a Resolution authorizing the Mayor to enter into an Intergovernmental Agreement between the City of Fairview Heights and Grant CCSD #110 regarding the purchase of property located at 9950 Bunkum Road, Fairview Heights, Illinois by the City from the School District for use as a Municipal Recreation Center. (Community Committee)

Proposed Resolution No. 97-'16, a Resolution authorizing the Mayor to enter into Individual Retention Bonus Agreements and Final Separation Agreements with Full-Time Telecommunicator Employees of the City of Fairview Heights related to the consolidation of 9-1-1 services between the Cities of Fairview Heights and O'Fallon, Illinois scheduled to become effective on or about December 31, 2016. (Operations Committee)

L. ADJOURNMENT

**CITY OF FAIRVIEW HEIGHTS
CITY COUNCIL MINUTES
NOVEMBER 1, 2016**

The regular meeting of the Fairview Heights City Council was called to order at 7:00 P.M. by Mayor Mark T. Kupsky in the Municipal Complex, 10025 Bunkum Road, Fairview Heights, IL with the Invocation by City Clerk Karen J. Kaufhold and the Pledge of Allegiance by Mayor Kupsky.

ROLL CALL

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

PUBLIC PARTICIPATION

Marsha Maller - with TWM distributed information to City Council regarding the storage units (Proposed Ordinance No. 55-'16).

Jeff Parish – commented on the self-storage facility.

CONSENT AGENDA

Alderman Poletti moved to approve the October 18th Council minutes and the Finance Director's Report. Seconded by Alderman Baeske.

Roll call on the Consent Agenda showed Aldermen Menn, Baeske, Wagner, Zimmerman, Peck, Lowry, Gough, Williams and Poletti voting "Yea." Aldermen Baricevic was absent. Motion passed on 9 yeas and 1 absent.

COMMITTEE REPORTS

Mayor Kupsky announced the Operations Committee will meet November 2nd, 7:00 P.M.

COMMUNICATION FROM MAYOR

Mayor Kupsky requested a moment of silence for Alderman Williams' aunt who passed away and for a family member of Alderman Lowry; Mayor stated the Food Pantry is relocating to the lower level of City Hall and will open November 14th; Mayor stated the tennis courts and Lexington Drive Park are both open; Mayor read a proclamation proclaiming November 16th Belleville Township High School East Day to celebrate their 50th Anniversary.

COMMUNICATION FROM ELECTED OFFICIALS

None.

UNFINISHED BUSINESS

None.

NEW BUSINESS

Proposed Resolution No. 95-'16, a Resolution authorizing the Mayor to enter into an Agreement with Fraternal Order of Police, Fairview Heights Lodge No. 217 and the Illinois Fraternal Order of Police Labor Council covering rates of pay, wages, hours of employment and other conditions of employment for Commissioned Police Sergeants of said union employed by the City of Fairview Heights, IL effective May 1, 2016 through April 30, 2020. Motion made by Alderman Baeske. Seconded by Alderman Lowry.

Roll call on Proposed Resolution No. 95-'16 showed Aldermen Menn, Baeske, Wagner, Zimmerman, Peck, Lowry, Gough, Williams and Poletti voting "Yea." Alderman Baricevic was absent. Proposed Resolution No. 95-'16 passed on 9 yeas and 1 absent.

Proposed Resolution No. 95-'16 now becomes **RESOLUTION NO. 4071-2016**.

Proposed Ordinance No. 53-'16, an Ordinance amending Ordinance No. 1691-2015, passed April 7, 2015 and approved April 9, 2015; an Ordinance repealing Chapter 16 of Ordinance No. 190, "The Revised Code," Article 1 – Salaries, Section 2, Non-Contract – Full Time Employees – per month (Police Lieutenants, Sergeants, Captain and Director of Law Enforcement). Motion made by Alderman Poletti. Seconded by Alderman Baeske. Proposed Ordinance No. 53-'16 was read for the first time.

Alderman Gough moved to advance Proposed Ordinance No. 53-'16 to the second reading. Seconded by Alderman Lowry. Motion carried. Proposed Ordinance No. 53-'16 was read for the second time.

Roll call on Proposed Ordinance No. 53-'16 showed Aldermen Menn, Baeske, Wagner, Zimmerman, Peck, Lowry, Gough, Williams and Poletti voting "Yea." Alderman Baricevic was absent. Proposed Ordinance No. 53-'16 passed on 9 yeas and 1 absent.

Proposed Ordinance No. 53-'16 now becomes **ORDINANCE NO. 1767-2016**.

Proposed Ordinance No. 54-'16, an Ordinance amending Ordinance No. 190, "The Revised Code," by adding Chapter 40, Food, Article I, Home Kitchen and Cottage Food Operations. Motion made by Alderman Peck. Seconded by Alderman Poletti. Proposed Ordinance No. 54-'16 was read for the first time.

Alderman Zimmerman moved to advance Proposed Ordinance No. 54-'16 to the second reading. Seconded by Alderman Lowry. Motion carried. Proposed Ordinance No. 54-'16 was read for the second time.

Roll call on Proposed Ordinance No. 54-'16 showed Aldermen Menn, Baeske, Wagner, Zimmerman, Peck, Lowry, Gough, Williams and Poletti voting "Yea." Alderman Baricevic was absent. Proposed Ordinance No. 54-'16 passed on 9 yeas and 1 absent.

Proposed Ordinance No. 54-'16 now becomes **ORDINANCE NO. 1768-2016**.

Proposed Ordinance No. 55-'16, an Ordinance denying a Development Plan for a Self-Storage Facility on Longacre Property Identification Number 03-28.0-409-021. Motion made by Alderman Baeske. Seconded by Alderman Wagner. Proposed Ordinance No. 55-'16 was read for the first time.

NEW BUSINESS - continued

Proposed Ordinance No. 56-'16, an Ordinance granting an Area/Bulk Variance allowing the placement of an accessory structure in the required front setback area within the "R-1" Single-Family Dwelling District, located at 238 Circle Drive. Motion made by Alderman Poletti. Seconded by Alderman Baeske. Proposed Ordinance No. 56-'16 was read for the first time.

Alderman Poletti moved to advance Proposed Ordinance No. 56-'16 to the second reading. Seconded by Alderman Wagner. Motion carried.

Roll call on Proposed Ordinance No. 56-'16 showed Aldermen Menn, Baeske, Wagner, Zimmerman, Peck, Lowry, Gough, Williams and Poletti voting "Yea." Alderman Baricevic was absent. Proposed Ordinance No. 56-'16 passed on 9 yeas and 1 absent.

Proposed Ordinance No. 56-'16 now becomes **ORDINANCE NO. 1769-2016**.

Proposed Ordinance No. 57-'16, an Ordinance approving a Development Plan for a Commercial Bakery at 823 Lincoln Highway within Lincoln Place Center. Motion made by Alderman Peck. Seconded by Alderman Poletti. Proposed Ordinance No. 57-'16 was read for the first time.

Alderman Zimmerman moved to advance Proposed Ordinance No. 57-'16 to the second reading. Seconded by Alderman Wagner. Motion carried. Proposed Ordinance No. 57-'16 was read for the second time.

Roll call on Proposed Ordinance No. 57-'16 showed Aldermen Menn, Baeske, Wagner, Zimmerman, Peck, Lowry, Gough, Williams and Poletti voting "Yea." Alderman Baricevic was absent. Proposed Ordinance No. 57-'16 passed on 9 yeas and 1 absent.

Proposed Ordinance No. 57-'16 now becomes **ORDINANCE NO. 1770-2016**.

Alderman Baeske moved to go into Executive Session pursuant to 5 ILCS 120/2 (c) (5) Purchase of Property. Seconded by Alderman Lowry.

Roll call on the motion showed Aldermen Menn, Baeske, Wagner, Zimmerman, Peck, Lowry, Gough, Williams and Poletti voting "Yea." Alderman Baricevic was absent. Motion passed on 9 yeas and 1 absent.

Mayor Kupsky recessed the meeting at 7:19 P.M.

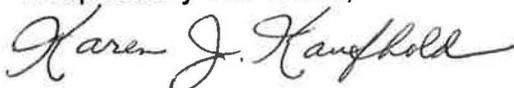
Mayor Kupsky reconvened regular session at 7:44 P.M.

Roll call of Aldermen present showed Aldermen Menn, Baeske, Wagner, Zimmerman, Peck, Lowry, Gough, Williams and Poletti. Alderman Baricevic was absent. Mayor Kupsky, City Clerk Karen Kaufhold and City Attorney Kevin Hoerner were also present.

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

Meeting adjourned at 7:45 P.M.

Respectfully submitted,



KAREN J. KAUFHOLD
CITY CLERK

Memo

To: Mayor & City Council
From: Gina Rader – Finance Director
CC: City Clerk & Directors
Date: November 10, 2016
Re: Finance Report – November 15, 2016 City Council Meeting

Presentation of Bills

Bills are presented in the amount of \$2,160,042.76.

Finance Committee Legislation

There is no legislation forwarded for Finance Committee.

PROPOSED ORDINANCE NO. 55-'16

**AN ORDINANCE DENYING A DEVELOPMENT PLAN FOR
A SELF-STORAGE FACILITY ON LONG ACRE
PROPERTY IDENTIFICATION NUMBER 03-28.0-409-021.**

WHEREAS, the Planning Commission on, held the necessary Public Hearing and reviewed the Development Plan application on October 11, 2016 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. DENIAL. The Development Plan allowing a self-storage facility on Long Acre Drive, Property Identification Number 03-28.0-409-021, is hereby denied. A copy of the Planning Commission's Advisory Report is attached hereto, made a part hereof and marked "EXHIBIT A." A copy of the site plan and building perspective is attached hereto, made a part hereof, and marked "EXHIBIT B."

SECTION 2. FINDINGS. The Findings of Fact adopted by Planning Commission Resolution PC015-16 of the Planning Commission's Advisory Report and attached hereto, made a part hereof, and marked "EXHIBIT C."

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

READ FIRST TIME: November 1, 2016

READ SECOND TIME:

PASSED:

APPROVED:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFOLD - CITY CLERK

Exhibit A



CITY OF FAIRVIEW HEIGHTS

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

October 14, 2016

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

Dear City Council Member:

The petition listed below is hereby transmitted for your consideration:

Petition No:	PC15-16
Petitioner:	JQP Properties, LLC
Request:	Development Plan
Area Size:	Approximately 3.0 acres
Location:	XXX Long Acre Drive
Hearing Date:	October 11, 2016
Proponents:	1
Opponents:	2
Recommendation:	Denial
Votes:	Yeas: Herrington, Hoppe, Funk, Smith, McCarthy, & Barkley Nays: Bramstedt, Sudja, & Correale Present: Mensing Absent: Wesemann
Report:	Staff Advisory
Ward:	III

Respectfully,

Jim Bramstedt, Chairman
Planning Commission

PC15-16, Development Plan, Longacre Drive, JQP Properties LLC

AREA LAND USE AND ZONING

The subject property is an undeveloped 3.0 acre "L" shaped parcel located with frontage on Long Acre Drive zoned Planned Business District. The property is adjoined by Lincoln Place II Shopping Center to the east, the Lincoln Place storm water basin to the north, and a hair salon to the west all zoned Planned Business District. The properties to the immediate south across Long Acre Drive are zone R-4 Single Family Residential and are developed as such. The Longacre Ponds Apartments are located to the west and are zoned M-2 Multiple Family Residential.

DEVELOPMENT PLAN PROPOSAL

The applicant, JQP Properties, LLC, is requesting approval of a Development Plan to construct a self-storage facility. The facility will contain approximately 49,800 square feet of area in nine (9) structures of which 43,600 square feet will be rentable space with the balance to be utilized for corridors, office space and onsite manager's residence. Approximately 46% of total units will be climate controlled in buildings 1, 2, 3, & 4. Building 1 will also contain the office and the residence. The buildings fronting Long Acre Drive will have window systems on the facade and sides visible to Long Acre Dr. The facility will be contained by fencing and building walls being setback a minimum of twenty (20) feet from the western property lines approximately ten (10) feet from the east side and rear perimeter property lines except. The western line adjoining the apartment complex being setback a minimum of thirty seven (37) feet.

The exterior of the structures will be designed using various architectural features, primary material being architectural block for all buildings and glass on buildings 1 and 2 that would be visible to Longacre Dr. providing a storefront entrance.

Access gate will be computer coded for access between hours of 9:00 a.m. to 11:00 p.m. seven days a week the office will operate 9:00 a.m. to 6:00 p.m. except on Saturday closing is at 5:00 p.m. and will be closed on Sunday.

Applicant is proposing one access curb cut onto Long Acre Drive.

PLANNING CONSIDERATIONS

Exhibit A

Comprehensive Plan

The 2012 Comprehensive Plan, Section 4 Land Use, has identified the subject parcel as multiple family residential.

Buffer and Setback

Section 14-4-23.1 "Buffer Standards, General Standards" which states that buffers shall be located on the outer perimeter of a lot or parcel, extending to the lot or parcel boundary line, or between differing land uses on a single parcel, but may not occupy any portion of a dedicated or reserved public or private street or right of way. The table of buffer requirements details the width and density of the planting based on the intensity of the proposed development or use and the uses which are developed on the adjacent properties. Table 14.4.23.1 (D) is attached for reference. The Applicant is required to provide Buffer Yard B on the west side adjoining the multiple family residences, the buffer area is proposed to be approximately 37' at the closest point. In addition to the buffer yard, there is also additional landscaping proposed in front of the western most building fronting Long Acre Dr. and on the east side of the parking area. Detailed landscaping plan has not been submitted at this time type but areas are provided.

The perimeter fencing and walls will be setback a minimum of approximately ten (10) feet from east and northern perimeter property lines, the western perimeter fencing and walls have setbacks of 20' except, the western line adjoining the apartment complex being setback approximately 37 feet.

Building No. 2 and adjoining parking area are proposed to be set back 59' from the front property line.

Building No.1 is set back 57' from the front property line, the same setback as the adjoining structure to the west.

Exterior Building Materials

Section 14-3-35 "Exterior Building Material and Design: Business and Industrial Districts" of the Development Code lists some general requirements for architectural design. This section of the code also lists a specific requirement that "all exterior walls shall consist of a minimum of sixty percent (60%) glass and/or masonry materials (brick, natural clay, natural stone and architectural concrete units, excluding smooth faced block except when used as an accent) on all sides." It also lists other building materials that are acceptable and unacceptable. The self-storage buildings are proposed to be constructed of masonry units and glass (only on buildings 1 & 2).

Parking

Applicant is proposing 7 parking places, including one handicapped space, in the front of the office/ building #1. Parking lot layouts including setback and landscape areas are code compliant. Drive/access aisles are proposed at a minimum of 24'.

Signs

Applicant is proposing signage in compliance with code.

Exhibits

1. Staff Advisory
2. Application
3. Narrative
4. Aerial View
5. Existing Topography
6. Site Plan
7. Building Perspectives (3)
8. Findings of Fact macro
9. Public Notice
10. Surrounding Property Owners

TT/kt

Exhibit B



SAFE LOCK STORAGE

Fairview Heights, Illinois



Exhibit B

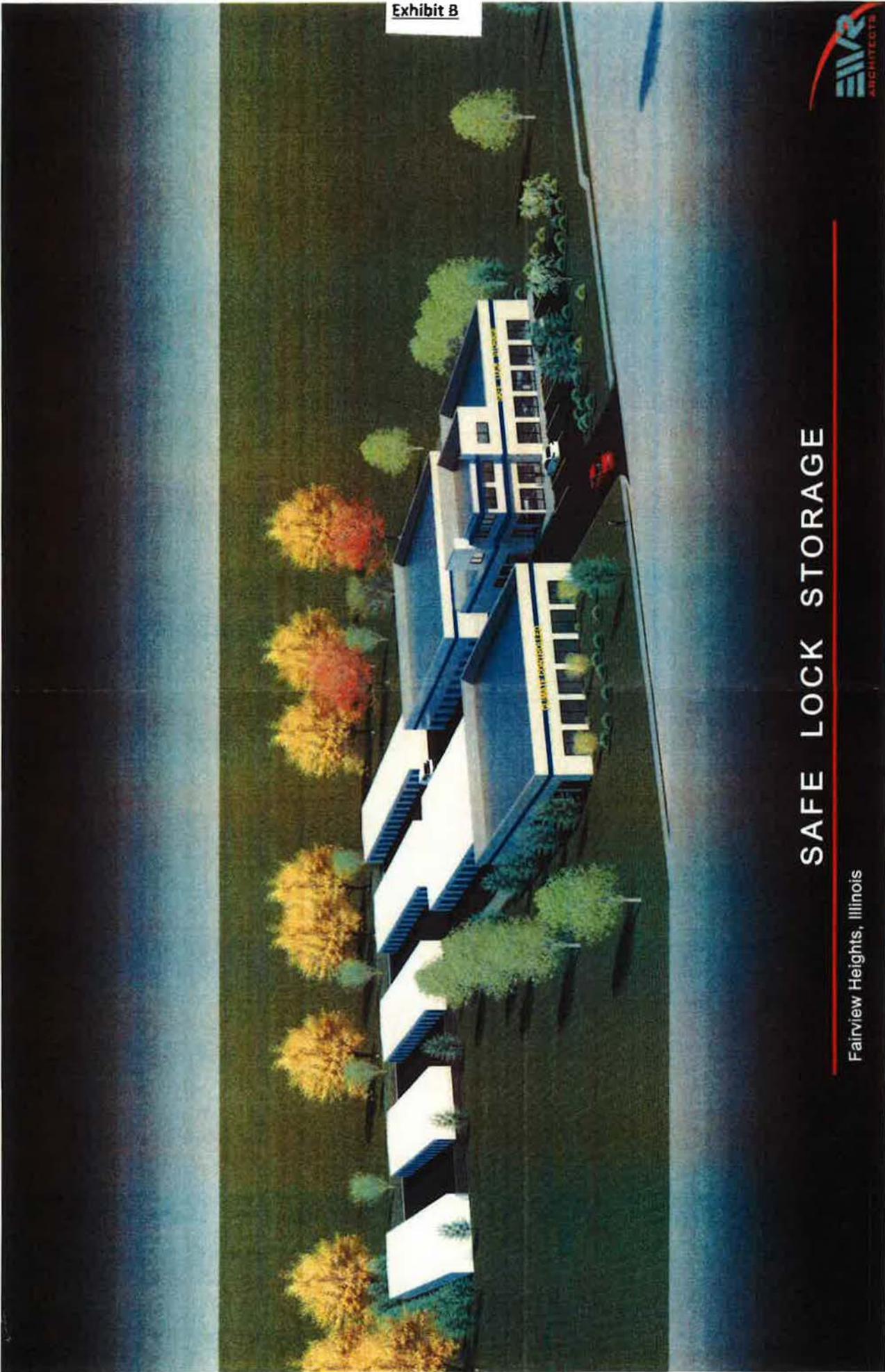


SAFE LOCK STORAGE

Fairview Heights, Illinois



Exhibit B



SAFE LOCK STORAGE

Fairview Heights, Illinois

THOMENOT, WADE & MOERHEN INC.
 ENGINEERS ARCHITECTS SURVEYORS

TWM

88 CORKRANE OFFICE
 4240 OLD COLONIAL RD
 SWANSEA, ILLINOIS 62225
 TEL (618) 924-8288
 FAX (618) 924-8888

113 SOUTH MAIN STREET
 WATERSVILLE OFFICE
 WATERSVILLE, ILLINOIS 62225
 TEL (618) 924-8288
 FAX (618) 924-8888

720 OLIVE ST., SUITE 200A
 ST. LOUIS OFFICE
 ST. LOUIS, MISSOURI 63101
 TEL (314) 241-2391
 FAX (314) 241-2391

100 S. 7th STREET, SUITE 101
 ST. CHARLES OFFICE
 ST. CHARLES, MISSOURI 63301
 TEL (636) 734-1334
 FAX (636) 734-1334

PROJECT:
 LINCOLN PLACE PHASE II, LOT 3
 CITY OF CLAIR COUNTY
 ILLINOIS

TITLE:
 EXISTING TOPOGRAPHY

NO.	DATE	DESCRIPTION

LEGEND - EXISTING

- IRON PIN FOUND
- SADDLE POINT
- POWER POLE
- FIRE HYDRANT
- GATE VALVE
- TELEPHONE POLE
- TELEPHONE RISER
- FURNACE
- FURNACE SECTION
- STORM SEWER
- WATER LINE

LEGEND - EXISTING

- CENTER LINE
- CONDUIT LINE
- ELECTRIC OVERHEAD
- ELECTRIC UNDERGROUND
- FENCE LINE
- FENCE MAIL LINE
- ROCK LINE
- STORM SEWER LINE
- WATER LINE

NO.	DATE	DESCRIPTION

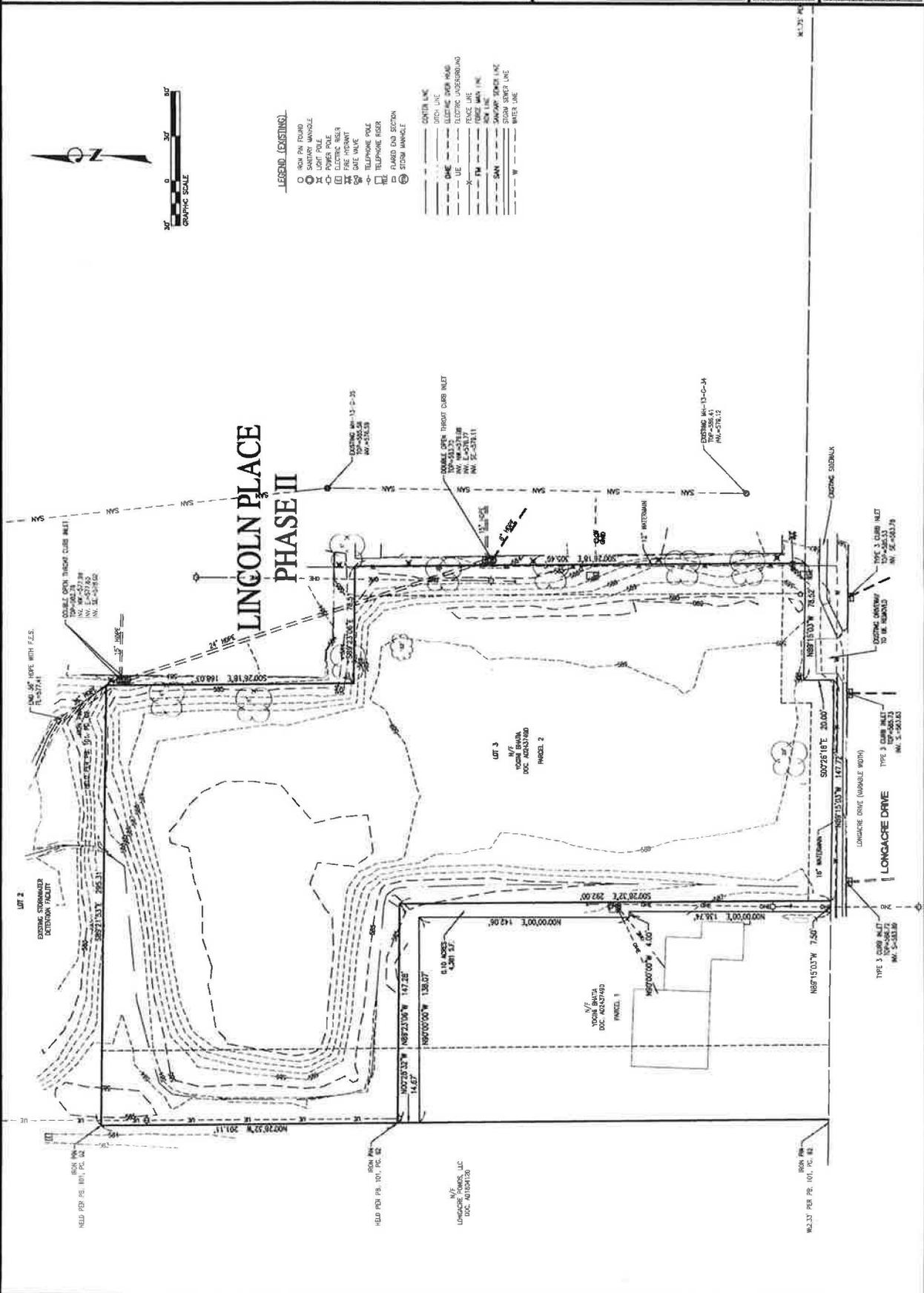


Exhibit C

Planning Commissioner McCarthy introduced the following resolution and moved for its adoption:

RESOLUTION PC 015-16

A RESOLUTION ADOPTING FINDINGS OF FACT PC015-16 RELATING TO REQUEST FROM JQP PROPERTIES, LLC TO DENY A DEVELOPMENT PLAN ALLOWING SELF-STORAGE UNITS WITHIN THE PLANNED BUSINESS DISTRICT.

WHEREAS, JQP Properties, LLC, hereinafter referred to as the “Applicant,” has properly applied for a Development Plan approval for a self-storage unit development within the “PB” Planned Business District located on the north side of Longacre Drive Dr. and legally described as:

Parcel 1- Legal Description for portion of adjacent tract

Part of the Southeast Quarter of Section 28, Township 2 North, Range 8 West of the Third Principal Meridian, County of St. Clair, State of Illinois, being more particularly described as follows:

Commencing at an iron pin found at the northwest corner of Lot 3 of Lincoln Place Phase II; reference being had to the plat thereof in the St. Clair County Recorder’s Office in Plat Book 101 on page 62; Thence on a bearing based on Illinois State Plane West Zone of South 00 degrees 28 minutes 32 seconds East, on the westerly line of said Lot 3, a distance of 201.11 feet to the northwest corner of a tract recorded in the St. Clair County Recorder’s Office in Document A02437490, being the Point of Beginning of the tract herein being described.

From Said Point of Beginning; thence South 89 degrees 23 minutes 06 seconds East, on the northerly line of said tract described in Document A02437490, a distance of 147.28 feet to the northeast corner of said tract; thence South 00 degrees 29 minutes 32 seconds East, 292.00 feet to the north right of way line of Longacre Drive; thence North 89 degrees 15 minutes 03 seconds West, On Said Right of Way line, 7.5 feet; thence North 00 degrees 00 minutes 00 seconds East, 136.74 feet; thence North 90 degrees 00 minutes 00 seconds West, 4.00 feet; thence North 00 degrees 00 minutes 00 seconds East, 142.06 feet; thence North 90 degrees 00 minutes 00 seconds West, 138.07 feet to the southerly extension of the west line of said Lot 3; thence North 00 degrees 28 minutes 32 seconds West, on said extension, 146.67 feet to the Point of Beginning.

Said parcel contains 0.10 acres, more or less.

Subject to easements, conditions and restrictions of record.

Parcel 2- Legal Description of Lot 3

Lot 3 of Lincoln Place II, a subdivision according to the plat thereof recorded April 9, 2002, in Plat book 101 on Page 63.

Said parcel contains 2.9 acres, more or less.

NOW THEREFORE, BE IT RESOLVED BY THIS PLANNING COMMISSION OF THE CITY OF FAIRVIEW HEIGHTS, ST. CLAIR COUNTY, STATE OF ILLINOIS that the findings of fact relating to the request are determined to be as follows:

1. That the Applicant appeared before the Planning Commission for a public hearing pursuant to Section 14-10-8 of the City of Fairview Heights Development Code on October 11, 2016, and that said public hearing was properly advertised and that the minutes of said public hearing are hereby incorporated by reference.
2. The subject property is vacant and is zoned "PB" Planned Business District. The subject property is situated on one parcel, PIN# 03-28.0-4098-021 and is identified by the previous legal description.
3. That the Subject Property contains approximately 3.0 acres.
4. That this permit will require any changes to traffic circulation and ingress/egress.
5. That this permit will require any changes to lighting, landscaping, or the existing site usage.
6. That the proposed use will be unduly dangerous or otherwise detrimental to persons residing or working in the vicinity of the use or to the public welfare.
7. That the proposed use will substantially adversely impair the use, enjoyment, or market value of any surrounding property.
8. That the proposed use will be hazardous or disturbing to existing neighboring uses.
9. That the proposed use will not be served adequately by public facilities and services such as highways and streets.
10. That the proposed use will not create excessive additional requirements at public cost for public facilities and services, and it will be detrimental to the economic welfare of the community.
11. That the proposed use will involve activities and uses that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke fumes, glare or odors.
12. The proposed use will not be consistent with the Comprehensive Plan.

Exhibit C

13. That this Development Plan denial will not allow for the applicant's use of business zoned property for a 49,800 gross square feet a self-storage facility, including climate controlled space, office and onsite managers residence at the property as it is proposed per the Development Plan by the Applicant.

The motion for the adoption of the foregoing resolution was duly seconded by; Hoppe upon vote being taken thereon, the following voted in favor thereof: Herrington, Hoppe, Barkley, Funk, Smith, McCarthy

and the following voted against the same: Correale, Sudja, & Bramstedt

and the following voted present: Mensing

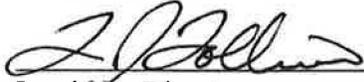
and the following were absent: Wesemann

whereupon said resolution was declared duly passed and adopted by the Fairview Heights Planning Commission this the 11th day of October 2016.



Planning Commission Chairman

ATTEST:



Land Use Director

JQP Properties, LLC, hereby acknowledges receipt of this Permit and that he has reviewed the conditions of this Permit and have agreed that he will comply with the terms of this Permit.

By: _____

Its: _____

STATE OF ILLINOIS)

) SS.

COUNTY OF _____)

On this _____ day of _____, 2016 before me, a Notary Public, personally appeared _____, the applicant, to be known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

PROPOSED ORDINANCE NO. 58-'16

AN ORDINANCE REPEALING CHAPTER 16 OF ORDINANCE NO. 190, "THE REVISED CODE," ARTICLE 1 – SALARIES – APPOINTED PART-TIME OFFICIALS, NON CONTRACT – FULL TIME EMPLOYEES – PER MONTH AND NON CONTRACT – PART TIME EMPLOYEES – PER HOUR.

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

SECTION 1. AMENDMENT. Amendment of Ordinance No. 190, "THE REVISED CODE," CHAPTER 16, FEES AND SALARIES, ARTICLE I – SALARIES – APPOINTED PART-TIME OFFICIALS:

	<u>May 1, 2016</u>	<u>May 1, 2017</u>	<u>May 1, 2018</u>
City Attorney	\$14,500.00	\$14,500.00	\$14,500.00
Electrical Inspector	1,204.20	1,237.31	1,271.34
Plumbing Inspector	964.62	991.14	1,018.40
E.S.D.A.	504.38	518.25	532.50
Assistant E.S.D.A. Coordinator	314.42	323.06	331.95

SECTION 2. AMENDMENT. Amendment of Ordinance No. 190, "THE REVISED CODE," CHAPTER 16, FEES AND SALARIES, ARTICLE I – SALARIES – NON CONTRACT – FULL TIME EMPLOYEES – PER MONTH.

<u>NON CONTRACT - FULL TIME - PER MONTH:</u>	<u>May 1, 2016</u>	<u>May 1, 2017</u>	<u>May 1, 2018</u>
Grade I	\$ 2,724.87	\$2,799.80	\$2,876.80
Grade II	2,990.94	3,073.19	3,157.70
Grade III	3,253.19	3,342.65	3,434.57
Grade IV	3,510.43	3,606.97	3,706.16
Grade V	3,773.95	3,877.73	3,984.37
Grade VI	4,053.88	4,165.36	4,279.91
Grade VII	4,347.69	4,467.25	4,590.10
Grade VIII	4,626.33	4,753.55	4,884.28
Grade IX	4,893.65	5,028.23	5,166.51
Grade X	5,255.55	5,400.08	5,548.58
Economic Development Director	5,822.50	5,982.62	6,147.14
Finance Director	7,269.27	7,469.18	7,674.58

<u>NON CONTRACT - FULL TIME - PER MONTH:</u>	<u>May 1, 2016</u>	<u>May 1, 2017</u>	<u>May 1, 2018</u>
Management Level V	\$5,316.08	\$5,462.27	\$5,612.48
Management Level IV (Engineering Assistant)	5,612.39	5,766.73	5,925.32
Management Level III	6,245.36	6,417.11	6,593.58
Management Level II	6,830.45	7,018.29	7,211.29
Police Lieutenants	8,699.53	8,864.36	9,032.48
Director of Parks	6,633.21	6,815.62	7,003.05
Director of Land Use	6,245.36	6,417.11	6,593.58
Library Director (Effective 01-01-16)	6,340.41		
Police Captains	8,949.53	9,114.36	9,282.48
Director of Public Works & Streets	7,363.75	7,566.26	7,774.33
City Engineer	7,021.25	7,214.33	7,412.72
Director of Law Enforcement	9,657.87	9,822.69	9,990.81
Information Systems Specialist	7,309.58	7,510.60	7,717.14
City Administrator	9,995.25	10,270.12	10,552.55

SECTION 3. AMENDMENT. Amendment of Ordinance No. 190, "THE REVISED CODE," CHAPTER 16, FEES AND SALARIES, ARTICLE I – SALARIES – NON

CONTRACT – PART TIME EMPLOYEES – PER HOUR:

NON CONTRACT - PART TIME EMPLOYEES - PER HOUR:

	<u>May 1, 2016</u>	<u>May 1, 2017</u>	<u>May 1, 2018</u>
Pager/Shelver	\$10.59	\$10.88	\$11.18
Clerk I - File Clerk-Receptionist	12.22	12.55	12.90
Clerk II - Steno/Typist	15.10	15.52	15.95
Clerk III - Secretary	17.02	17.48	17.96
Clerk IV - Secretary - Executive	20.26	20.82	21.39
Bookkeeper - Treasurer's Office	17.25	17.73	18.21
Payroll Clerk - Treasurer's Office	18.92	19.44	19.97
Laborer - Skilled	16.38	16.83	17.29
Laborer - Unskilled	12.63	12.98	13.33
Labor Force (Parks and Recreation)	13.75	14.13	14.51
Recreation Seasonal Staff	12.63	12.98	13.33
Recreation Office	10.40	10.68	10.98
* Communications Officer	22.77		
Summer Library Aide minimum wage	8.25		
Civilian Aides	15.89	16.32	16.77
Athletic/Event Coordinator	12.22	12.55	12.90
Crime Free Multi-Housing Coordinator	29.10	29.90	30.72
Civilian Aide Apprentice I	8.25		
Civilian Aide Apprentice II	12.00		

SECTION 4. 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 RESOLUTION NO. 96-'16

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF FAIRVIEW HEIGHTS AND GRANT CCSD #110 REGARDING THE PURCHASE OF PROPERTY LOCATED AT 9950 BUNKUM ROAD, FAIRVIEW HEIGHTS, ILLINOIS BY THE CITY FROM THE SCHOOL DISTRICT FOR USE AS A MUNICIPAL RECREATION CENTER.

WHEREAS, section 5-22 of the Illinois School Code (105 ILCS 5/5-22) empowers the Grant CCSD #110 ("School District") to sell or direct that its property be sold in the manner provided in the Local Government Property Transfer Act (50 ILCS 605/1 et al.);

WHEREAS, the School District is a "Municipality" within the meaning of section 1(c) of the Local Government Property Transfer Act (50 ILCS 605/1);

WHEREAS, the City of Fairview Heights, Illinois ("City") is a "Municipality" within the meaning of section 1(c) of the Local Government Property Transfer Act (50 ILCS 605/1);

WHEREAS, the School District owns certain real estate, including real property and improvements, specifically identified as follows: St. Clair County Permanent Parcel Nos. 03-20-0-308-004 and 03-20-0-302-014, and commonly known as the former Our Lady of Assumption Catholic School site, approximately 31 acres in size and located on the west side of Bunkum Road and along the north side of Interstate 64. The address of the property is 9950 Bunkum Road, Fairview Heights, St. Clair County, Illinois, and is more fully described in "EXHIBIT A" attached.

WHEREAS, the School District Board of Education finds that the subject property is unnecessary for the School District and that the best interests of its residents would

be served by transferring all of its right, title and interest in the subject property, subject to the sale terms and conditions contained in the attached Intergovernmental Agreement (EXHIBIT A), to the City for public use as a Municipal Recreation Center.

WHEREAS, the City seeks to acquire and purchase the subject property from the School District, subject to the sale terms and conditions contained in the attached Intergovernmental Agreement (EXHIBIT A), for public use as a Municipal Recreation Center.

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

That the Mayor be and is hereby authorized to enter into an Intergovernmental Agreement with Grant CCSD #110 for the purchase and transfer of property located at 9950 Bunkum Road in Fairview Heights, Illinois for the amount of SIX HUNDRED FIFTY THOUSAND DOLLARS (\$650,000.00), plus closing costs, which Intergovernmental Agreement 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

“EXHIBIT A”

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (“Agreement”) is made and entered into on this ____ day of November, 2016, by and between Grant CCSD #110 (“School District” or “ Seller”) and the City of Fairview Heights, Illinois (“City” or “Purchaser”).

RECITALS

WHEREAS, section 5-22 of the Illinois School Code (105 ILCS 5/5-22) empowers the School District to sell or direct that its property be sold in the manner provided in the Local Government Property Transfer Act (50 ILCS 605/1 *et al.*);

WHEREAS, the School District is a “municipality” within the meaning of section 1(c) of the Local Government Property Transfer Act (50 ILCS 605/1);

WHEREAS, the City is a “municipality” within the meaning of section 1(c) of the Local Government Property Transfer Act (50 ILCS 605/1);

WHEREAS, the School District owns certain real estate, including real property and improvements, specifically identified as follows:

- St. Clair County Permanent Parcel Nos. 03-20-0-308-004 and 03-20-0-302-014, and commonly known as the former Our Lady of Assumption Catholic School site, approximately 31 acres in size and located on the west side of Bunkum Road and along the north side of Interstate 64. The address of the property is 9950 Bunkum Road, Fairview Heights, St. Clair County, Illinois, and is more fully described in Exhibit A attached.

(hereinafter referred to as the “subject property”)

WHEREAS, the School District Board of Education finds that the subject property is unnecessary for the School District and that the best interests of its residents would be served by transferring all of its right, title and interest in the subject property, subject to the sale terms and conditions contained herein, to the City, at the sale price of Six Hundred Fifty Thousand Dollars (\$650,000.00), for public use as a municipal recreation center.

WHEREAS, the City seeks to acquire and purchase the subject property from the School District, subject to the sale terms and conditions contained herein, at the sale price of Six Hundred Fifty Thousand Dollars (\$650,000.00), for public use.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, the School District and the City understand and agree as follows, and incorporate all of the above recitals as if fully stated herein:

SECTION I: PROPERTY SOLD

Seller is the owner of real estate with improvements located at 9950 Bunkum Road, Fairview Heights, St. Clair County, Illinois; Permanent Parcel Nos. 03-20-0-308-004 and 03-20-0-302-014, with such exact legal descriptions in title report to govern.

SECTION II: PURCHASE-SALE

The Purchaser will purchase from Seller and Seller will sell to Purchaser the subject property on the terms and conditions set forth in this Agreement. The term "Property" includes: the aforementioned parcels of land and all rights, privileges, servitudes and appurtenances belonging or appertaining to, and including all rights, title and interest of Sellers in and to the streets, alleys and right-of-way adjacent to the land; and all buildings, improvements and fixtures located on the real property.

SECTION III: PURCHASE PRICE

Subject to any adjustments stated in this Agreement, the purchase price for the subject property will be Six Hundred Fifty Thousand Dollars (\$650,000.00), calculated and payable by wire transfer or Purchaser's certified check at Closing.

SECTION IV: ADDITIONAL CONSIDERATION

In addition to the consideration described herein to be paid by the City to the School District, the City agrees to allow the School District scheduled use of a soccer/multipurpose field and running track, at no charge to the School District, which is expected to be constructed within three (3) years of opening the municipal recreation center; and the School District will be allowed to use the gymnasium in the recreation center twice in each calendar year, at no charge to the School District, for the first ten (10) years of operation of the recreation center.

SECTION V: CLOSING

(a) The word "Closing", or words similar import means the originally fixed time and Closing date specified in this Agreement or any date and time otherwise agreed to in writing by the parties. The transaction contemplated by this Agreement will be closed at the office of Town & Country Title Company, 221 West Pointe Drive, Suite 1, Swansea, Illinois 62226 on or before December 15, 2016 or such other date and time as the parties may agree in writing. Time is of the essence of this Agreement.

(b) At the Closing, Seller will deliver to Purchaser the following documents:

(i) A general warranty deed conveying to Purchaser the subject property, including real property and improvements;

- (ii) An ALTA Owner's Policy of Title Insurance, issued by a title company selected by Purchaser in the amount of the purchase price, with general exceptions deleted; and
- (iii) Other documents that Purchaser's attorney may reasonably request.

SECTION VI: INVESTIGATION OF THE PROPERTY

From and after the execution of this Agreement, Seller grants to Purchaser and its agents and representatives access to the subject property for the sole purpose of conducting a complete physical inspection of the subject property, including, without limitation, preparation of boundary line, spot and topographical surveys, soil sampling and boring tests, and such other engineering, environmental, and mechanical inspections and investigations as Purchaser may reasonably require (hereinafter referred to as the "Investigations"). Purchaser shall indemnify, protect, defend and hold harmless Seller against all mechanic's liens and other claims, demands, causes of action, liens, fines, damages, losses, costs and expenses (including attorneys' fees and litigation costs) and all other liabilities asserted against or incurred by the subject property or Seller's ownership therein in connection with Purchaser's entry upon the subject property or Purchaser's inspection, surveying, test borings or other work performed by or through Purchaser and Purchaser shall restore the subject property to substantially the same condition as in which it existed prior to such Investigations. The Purchaser shall pay for all inspections and reports ordered by Purchaser and shall not allow any mechanic's liens to be filed against the subject property.

SECTION VII: CONDITIONS PRECEDENT TO CLOSING/CONTINGENCIES

If any of the conditions in this Section VII are not fulfilled prior to Closing, then Purchaser may, at its option, by advising Seller, terminate this Agreement. On termination, both Purchaser and Seller will be released from all obligations and liabilities under this Agreement; or Purchaser may waive any of the conditions precedent to Closing or the timely fulfillment; or Purchaser may extend the Closing date to a date selected by Purchaser, and in which the Seller will continue to use its best efforts to satisfy the conditions precedent to Closing.

(a). Purchaser will have been furnished, if so desired by Purchaser, and, in its sole and absolute discretion, Purchaser will have approved all of the following:

(i). A survey of the subject property prepared by a registered surveyor, certified to Purchaser, dated not more than ten (10) days prior to the Closing date. The survey must show all improvements to be free from questions of encroachment, the dimensions and total square foot area of the real property, interior lot lines, easements, the dimensions and locations of improvements, parking areas, location of adjoining streets, and other details that Purchaser may require.

(ii). The commitment of title company to issue the title policy, with general exceptions deleted, in the amount of the purchase price, insuring that, on recording of the general warranty deed from Seller to Purchaser, Purchaser will be the fee simple title owner of the subject property, free and clear of all liens, encumbrances, defects and leases. The title policy will also insure Purchaser against mechanics' and material liens (whether inchoate or not).

(iii). Evidence satisfactory to Purchaser that the subject property complies with all applicable building, health, traffic, environmental, flood control and other laws, rules, ordinances and regulations.

(iv). Copies of all existing leases, service contracts, management agreements, employment agreements, purchase orders, maintenance agreements, union contracts and other similar agreements, if any, pertaining to the subject property, all of which will be for a term cancelable on not more than thirty (30) days notice without penalty or charge.

(v). As-built drawings; soil bearing and engineering reports, environmental reports, topography maps, final plans and specifications and other similar matters, if any, relating to the physical aspects of the subject property in the possession of Seller or Seller's representatives.

(b). Notwithstanding the satisfaction or waiver of any of the conditions precedent to Closing, Purchaser will have no obligations to consummate the purchase of the subject property but instead may terminate this Agreement unless the following contingencies are satisfied on or before December 10, 2016 and through Closing:

(i). All of the warranties and representations contained in Section X of this Agreement are true and complete.

(ii). No part of the subject property is subject to pending or threatened condemnation or public taking.

(iii). The subject property is not subject to any liens, leases (other than those already disclosed by Sellers), or other encumbrances.

(iv). Purchaser's Investigations are completed and the results are approved to the satisfaction of Purchaser in its sole and absolute discretion.

SECTION VIII: CLOSING COSTS

Purchaser agrees to pay the costs and expenses incurred in fulfilling the conditions precedent to Closing, broker fees, transfer taxes, customary escrow or closing fees, and the premium applicable to the title policy, and such other expenses provided to be paid by Purchaser. Purchaser will also pay the costs and expenses incurred by the Investigations, if any, and the recording fee for the deed. Each party will pay its own legal fees and expenses.

SECTION IX: POSSESSION OF PROPERTY

Seller will transfer full possession of the subject property upon Closing. All keys will be delivered to Purchaser on the Closing date.

SECTION X: SELLERS' WARRANTIES

Seller warrants, represents and covenants with Purchaser as follows:

(a). Seller will be the holder of good and marketable title to the Property at the time of Closing.

(b). On the Closing date, the subject property will be in full compliance with all zoning, subdivision, building, health, traffic, energy-efficiency, flood control and other rules, regulations, ordinances, and all statutes of all local, state and federal authorities having jurisdiction over the subject property. Seller has not received any notice from any governmental authority of violation of any ordinance, statute, rule, order, regulation or requirement with respect to the subject property nor is Seller in violation of any ordinance, statute, rule, order, regulation or requirement.

(c). The subject property will not be subject to any liens, leases or other encumbrances at the time of Closing.

(d). From the contract date until the earlier of the Closing date or termination of this Agreement, neither Seller nor his agents or representatives will make any lease or permit any lien or other encumbrance on the subject property.

(e). There are no condemnation proceedings or eminent domain proceedings of any kind pending or contemplated against the subject property or any part of it.

(f). None of the fixtures is leased or is encumbered by any security interest or title retention interest or agreement and all fixtures will be owned by Seller at the time of Closing.

(g). There are no claims pending for any damages caused to any part of the subject property.

(h). Until the possession transfer date, Seller will maintain the subject property in accordance with standards customarily followed by owners of properties of comparable type and quality in the community where the subject property is located. Seller will take no action affecting the subject property that is not in the ordinary course of business without the prior written consent of Purchaser. Seller will maintain at customary levels all inventories, building supplies and personal property used in the normal maintenance of the subject property.

(i). Seller will not remove any fixtures owned by Seller from the subject property unless that removal is for the purpose of repair or maintenance, and the fixture will be promptly replaced.

(j). Prior to the Closing date and within three (3) days from Purchaser's written request, Seller will make available to Purchaser all pertinent records kept in connection with the operation of the subject property.

(k). To the best of Seller's knowledge, there is no litigation pending or contemplated that involves or affects the subject property or its operation; no urban renewal project affects the subject property; and no governmental authority has given notice of increased taxes or assessments relating to the subject property.

(l). Until the Closing date, Seller will maintain with an insurer acceptable to Purchaser, sufficient general liability insurance coverage, as well as fire and extended coverage insurance in the amount of the replacement cost of the improvements.

(m). Seller represents and warrants that the representations and warranties of Seller in this Agreement are true, accurate and complete and do not contain any untrue statements of material fact or omit material facts that would render any representation misleading.

SECTION XI: NO ASSUMPTION OF LIABILITY

Purchaser does not and shall not assume and nothing contained in this Agreement shall be construed as an assumption by Purchaser of any of the debts, liabilities, accounts payable or obligations or Seller, contingent or otherwise, if any.

SECTION XII: FIRE OR OTHER CASUALTY

Purchaser may terminate this Agreement by written notice to Seller within seven (7) days if there is damage to the subject property or any part of it caused by fire or other casualty prior to the Closing date. On termination, this Agreement will be of no further effect and neither party will have any further obligation to the other. If Purchaser does not elect to terminate its obligation under this Agreement, then the Closing will take place without abatement of the purchase price and Seller will assign and transfer to Purchaser on the Closing date by written instrument all of Seller's right, title and interest to all insurance proceeds paid or payable to Sellers on account of fire or casualty, less the amount expended by Seller for the cost of restoration prior to the insurance policy. Seller grants to Purchaser full and free access to the subject property for inspecting and assessing if there is any damage to the property by fire or other casualty.

SECTION XIII: SURVIVAL

All representations, warranties, covenants and agreements here will survive the Closing date and will not merge in the general warranty deed or any other document executed and delivered in performance of this Agreement.

SECTION XIV: PRORATIONS AND CREDITS

The following items will be prorated and apportioned as of the Closing date: real estate taxes, if any, tax rebates and assessments, utility charges, and any amounts payable under service contracts that Purchaser may elect to continue beyond the Closing date. For the purpose of prorating taxes and assessments on the Closing date, the latest available tax statement will be used. When the actual taxes and assessments against the subject property for the Closing date's

year are determined, the parties will recompute the actual tax proration based on the actual taxes and assessments. If the proration varies from the proration made on the Closing date, proper payment will promptly be made between the parties based on the actual taxes and assessments.

SECTION XV: INDEMNIFICATION

(a). Seller will indemnify and hold Purchaser harmless and will assume the defense of any liability or claim asserted on or after the Closing date for any liabilities and expenses related to the subject property. Seller will indemnify whether the liabilities or claims are accrued, absolute or contingent, or otherwise existing on the Closing date or arising out of any transaction entered into, or any state of facts existing prior to the Closing date, except as expressly assumed in this Agreement.

(b). Purchaser will indemnify and hold Seller harmless and will assume the defense of any liability or claim asserted on or after the Closing date for any liabilities and expenses related to the subject property. Purchaser will indemnify only to the extent that the liability or claim arises out of any transaction entered into by Purchaser or any state of facts coming into existence after the Closing date.

(c). If any liability or claim is asserted where either Purchaser or Seller is required to indemnify and hold the other harmless, the party receiving the notice will promptly give written notice to the other. Purchaser and Seller will cooperate with each other in the defense, and the party responsible for the defense will select defense counsel as deemed necessary, and subject to the reasonable approval of the other party.

SECTION XVI: BINDING EFFECT

On acceptance, this offer will become an Agreement binding on and inuring to the benefit of Purchaser and Seller and their respective legal representatives, successors and assigns.

SECTION XVII: NOTICES

Any notice required to be given in this Agreement will be in writing and either delivered personally or sent postage prepaid by certified United States mail, return receipt requested, addressed, if to Seller, at 10110 Old Lincoln Trail, Fairview Heights, Illinois; and if to Purchaser, at 10025 Bunkum Road, Fairview Heights, Illinois, with a copy to City Attorney Kevin T. Hoerner, 5111 West Main Street, Belleville, IL 62226. Either party may designate a different address for notices by written notice to the other party.

SECTION XVIII: REMEDIES

(a). If Purchaser defaults under this Agreement, Seller may pursue any legal or equitable remedy that may be available to Seller.

(b). If Seller defaults under this Agreement, Purchaser may pursue any legal or equitable remedy that may be available to Purchaser.

(c) In the event that litigation arises out of this Agreement between Seller and Purchaser, the prevailing party shall be entitled to collect its reasonable attorney's fees and litigation costs from the other.

SECTION XIX: GOVERNING LAW; JURISDICTION

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

SECTION XX: COUNTERPARTS

This Agreement may be executed in one or more counterparts. Each of which will be deemed an original.

SECTION XXI: ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains all terms and conditions agreed upon, and there are no conditions, representations, warranties, covenants, or agreements not contained in this Agreement. Any subsequent conditions, representations, warranties, covenants or agreements will not be valid and binding on the parties unless in writing and signed by both parties.

The parties agree to the above terms by signing below.

GRANT CCSD #110/SELLER

By: _____
Matthew A. Stines
Superintendent

CITY OF FAIRVIEW HEIGHTS, ILLINOIS/ PURCHASER

By: _____
Mark T. Kupsy
Mayor

ATTEST:

By: _____
Karen J. Kaufhold
City Clerk

PROPOSED RESOLUTION NO. 97-'16

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO INDIVIDUAL RETENTION BONUS AGREEMENTS AND FINAL SEPARATION AGREEMENTS WITH FULL-TIME TELECOMMUNICATOR EMPLOYEES OF THE CITY OF FAIRVIEW HEIGHTS RELATED TO THE CONSOLIDATION OF 9-1-1 SERVICES BETWEEN THE CITIES OF FAIRVIEW HEIGHTS AND O'FALLON, ILLINOIS SCHEDULED TO BECOME EFFECTIVE ON OR ABOUT DECEMBER 31, 2016.

WHEREAS, the State of Illinois passed legislation requiring municipalities throughout the State to consolidate 9-1-1 services, known as Public Act 99-0006; and

WHEREAS, the City of Fairview Heights, Illinois and the City of O'Fallon, Illinois have entered into an Intergovernmental Agreement to consolidate 9-1-1 services; and

WHEREAS, the City of O'Fallon, Illinois shall thereafter employ all full-time 9-1-1 telecommunicators pursuant to the Intergovernmental Agreement; and

WHEREAS, the City of Fairview Heights, Illinois, in an effort to retain the support of its telecommunicators during the transition to consolidation, the City of Fairview Heights negotiated severance agreements with its full-time 9-1-1 telecommunicators, through their bargaining representative. These agreements include, among other things, payment of a retention bonus to each affected employee (see Exhibit A) and the execution of a general release by each affected employee upon termination of employment (see Exhibit B).

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

That the Chief of Police, as the designated representative of the City of Fairview Heights, Illinois, is hereby authorized to enter into severance agreements with its telecommunicators who are affected by the scheduled consolidation of 9-1-1 services

which is scheduled to commence on or about December 31, 2016. Said agreements will include the terms of severance, including retention bonus to be paid by the City, termination date and general release of claims, and "EXHIBITS A and B" and attached hereto.

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"

To: [EMPLOYEE NAME]
From: Chief Nick Gailius
Date: 11/01/16
Subject: Retention Bonus

The following offer is made to you as an experienced Telecommunicator. It is being extended to you because of the valuable performance that you have rendered to the City of Fairview Heights over the years and our continued need for those services during the upcoming months. We depend on you to protect the safety of our citizens, and we are very thankful for your service.

As you are aware, the City of Fairview Heights is planning to consolidate its 9-1-1 operations with those of the City of O'Fallon. While we cannot predict at this time when or if this consolidation will occur, we believe that if it does, some or all of our Telecommunicators may receive new offers of employment from the City of O'Fallon and/or may be hired into other positions by the City of Fairview Heights, depending on qualifications and the availability of other employment, while others could be laid off.

As a key member of the team, we need your continued support. To help retain your support and continued efforts, the City of Fairview Heights offers you the following severance package, subject to the terms and conditions set forth below.

Severance Payment. You are eligible to receive "Severance Pay" in the amount of Forty-Five Hundred Dollars (\$4,500), and two (2) weeks of pay at your regular rate, less applicable deductions, to be made in one installment, contingent upon signing (and not revoking) the Separation Agreement described below, subject to the Conditions for Payment described below.

Conditions for Payment. In exchange for the Severance Pay and as conditions to it, you must agree to the following:

- **Remain Employed Through Your Release Date.** You must remain employed with us until you are released from service, i.e. your "Release Date." Your Release Date will be no later than the date on which the City of Fairview Heights' independent 9-1-1 services cease and are consolidated with those of the City of O'Fallon. If you voluntarily terminate your employment prior to the Release Date, you will not be eligible to receive any Severance Pay.
- **Perform Satisfactorily.** You will need to perform your job duties satisfactorily. While unlikely, if you are terminated by the City of Fairview Heights for "Cause,"

for example, because of material violations of City policy or procedure, you would not be eligible for any Severance or Bonus payments.

- **General Release of Claims.** When you terminate employment, you will be required to sign a Separation Agreement. This document will confirm the above matters and resolve all claims that you may have against the City of Fairview Heights in exchange for receiving the Severance Pay. You will be provided a copy for review and consideration.
- **Terminate Employment.** To receive the Severance Pay described, your employment with the City of Fairview Heights must end as a result of the consolidation. If you remain employed by the City of Fairview Heights because, for example, you learn prior to the Release Date that you have been hired into another City of Fairview Heights position on a permanent or temporary basis such that you will have no break in service as a result of the 9-1-1 service consolidation, the foregoing will not apply and you will not be eligible to receive the Severance Pay described.

Miscellaneous Items

Notwithstanding the above, if you are hired by the City of O'Fallon or remain employed by the City of Fairview Heights after the consolidation but you remain employed as a Telecommunicator until your release date, you will be paid a bonus equivalent to three (3) weeks of your regular pay.

The payments referred to in this Agreement are in lieu of any terminal pay referenced in the City of Fairview Heights Personnel Code.

At the time of your release, in addition to the above, and if you are leaving the employment of the City of Fairview Heights, you will be paid your vacation and compensatory time balances or have all or part of those balances transferred to the City of O'Fallon for your future use.

It is understood that you will not receive any additional pay increases between the time this Agreement is executed and the completion of the consolidation.

Sincerely,

Chief Nick Gailius

Agreed to by: _____
Employee Signature

Date: _____

Employee Name (printed)

“EXHIBIT B”

GENERAL RELEASE

1. _____ (“Employee”) and the **CITY OF FAIRVIEW HEIGHTS** (hereafter the “City”), hereby enter into this General Release (“Release”). The parties agree that this Agreement sets forth all of the terms.
2. Employee hereby acknowledges that on December 31, 2016, the City will eliminate Employee’s current position as a result of a consolidation of dispatch operations with the City of O’Fallon, Illinois.
3. The City hereby agrees that in consideration of Employee’s execution of and compliance with this Agreement: (1) the City will pay to Employee a payment in the amount of Four Thousand Five Hundred Dollars (\$4,500.00), less applicable deductions as a retention bonus; (2); and ii) the City will pay to Employee a payment in the amount of _____ Dollars and _____ Cents (\$0000.00), representing five (5) weeks of pay at Employee’s regular rate, less applicable deductions. If Employee is subsequently hired by the City of O’Fallon as a dispatcher, the City will transfer any unused benefit time to O’Fallon for Employee’s use. The parties agree the aforementioned consideration is sufficient to fully settle and resolve any and all disputed issues and claims for damages of any kind.
4. Employee acknowledges and agrees that the claims released and discharged hereby include, but are not limited to, claims that have been or could be asserted under: (a) the common law of the State of Illinois; (b) the Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq., including the Older Workers Benefit Protection Act; (c) Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq.; (d) the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq.; (e) the Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq.; (f) the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), as amended, 26 U.S.C. § 4980B; (g) the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. § 1001 et seq.; (h) the Civil Rights Act of 1866, as amended, 42 U.S.C. § 1981 et seq.; (i) the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.; (j) the Civil Rights Act of 1991, Public Law 102-166 (105 Stat. 1071); (k) the Family and Medical Leave Act of 1993, 29 U.S.C. § 2601 et seq.; (l) the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, 38 U.S.C. § 1501 et seq., or any replacement acts; (m) any other federal, state or local law, constitution, regulation, ordinance, decision or common law claim concerning employment, wages, discrimination in employment, or termination of employment; (n) any and all claims for personal injury, emotional distress, libel, slander, defamation, and other physical, economic, or emotional injury; and (o) all claims for attorney’ fees and costs.
5. Employee acknowledges that she has been advised to seek an attorney for advice regarding the effect of this Release prior to signing it.

6. Employee acknowledges that she has read the entire contents of the foregoing and fully understands the terms, nature, and effect of this Release, which she voluntarily executes in good faith.

AGREED AND ACCEPTED:

EMPLOYEE:

Employee

Date

CITY OF FAIRVIEW HEIGHTS:

By: _____

Date

Its: _____