

**CITY OF FAIRVIEW HEIGHTS  
BUSINESS ASSISTANCE PROGRAM  
REVIEW COMMITTEE MEETING  
FRIDAY, DECEMBER 2, 2016 – 10:00 A.M.  
MAYOR'S CONFERENCE ROOM  
FAIRVIEW HEIGHTS CITY HALL  
10025 BUNKUM ROAD**

**AGENDA**

1. CALL TO ORDER
2. CITIZENS' COMMENTS
3. DISCUSSION OF KIMCO REALTY APPLICATION
4. CONSIDER PROPOSED LETTER OF INTENT WITH KIMCO REALTY
5. DISCUSSION OF FAIRVIEW BP INC. APPLICATION
6. CONSIDER PROPOSED LETTER OF INTENT WITH FAIRVIEW BP INC.
7. ANY FURTHER DISCUSSION
8. ADJOURN

**APPENDIX 1**

Application #: 3-16

**Business Assistance Program Application**

Applicant Information

1. Name of Person Completing Application: Daniel R. Gibson
2. Address: 10600 W. Higgins Rd, Suite 408, Rosemont, IL 60018
3. Phone Number: 847-294-6434
4. Fax Number: 516-336-5638
5. Email: dgibson@kimcorealty.com

Business Information

1. Business Name: Fairview City Centre
2. Owner: Fairview Heights 881 Fee, LLC
  - a. Representative of owner: Daniel R. Gibson
  - b. Does Representative have a financial interest in the project? Yes  No
  - c. If yes, what is the percentage level of participation? N/A %
3. State of Organization: Illinois  
c/o Kimco Realty Corp.
4. Address: 10600 W. Higgins Road, Suite 408, Rosemont, IL 60018
5. Phone Number: 847-294-6434
6. Fax Number: 516-336-5638
7. Email: dgibson@kimcorealty.com
8. Type of Business Entity: Shopping Center owner; Limited Liability Company

Project Information

Provide the Street Address of the project: 6575 N. Illinois Street, Fairview Heights, IL 62208

1. Is project located in
- Lincoln Trail Tax Increment Finance District (See Map Exhibit A)
  - Fairview Heights Tax Increment Finance District (See Map Exhibit B)
  - St. Clair Square Shoppes Tax Increment Finance (See Map Exhibit C)
  - St. Clair Square Shoppes Business District (See Map Exhibit C)
  - City of Fairview Heights (See Map Exhibit D)
  - Lincoln Trail Corridor portion of Lincoln Trail Tax Increment Finance District (see map exhibit E)

2. Have you completed an application for Site Plan Review (Appendix 2)?

YES  NO

If Yes, attach a copy of your completed Site Plan Review application, **including copies of any Site Development Plans, Maps, or any other supporting documentation.** If No, contact the Director of Land Use, Planning, and Development to obtain and complete all necessary applications.

3. What is the current zoning classification of the property? Retail

Will the proposed project require a zoning amendment, variance, or special use permit? NO

If Yes, provide application numbers and dates for each application: N/A

4. What is the nature of the proposed project?

New Construction  Expansion  Occupancy of Existing Building

If new construction specify as:  Commercial;  Residential;  Industrial

5. Provide a narrative description of the proposed project (attach additional pages if necessary). Applicant must be as specific as possible in describing: (1) the type of business proposed to be conducted at the site; (2) current condition of the site including size and condition of any existing structures, environmental conditions, and past uses of the site; (3) proposed development/redevelopment activities, scope of work, type of construction, etc.; (4) financing; (5) why Business Assistance Program monies are necessary for completion of the project; and (6) how the project is consistent with the goals and objectives identified in the TIF Redevelopment Plan or Business District Plan.

The replacement of the 45,085 SF former Sports Authority with another strong national retailer will require an investment of approx. \$3.1MM. The tenant will be new to the city & will generate significant retail sales. The disparity in the rent the tenant can afford & the costs make the project unattainable but for a modification of the existing Redevelopment Agreement.

6. Are any public infrastructure improvements required for this project to proceed?

YES  NO. If Yes, describe improvements required:

7. Will the applicant obtain competitive bids from local contractors and sub-contractors?

YES  NO

8. Identify: Project Start Date: Approx. 3/1/17 and Project Completion Date: 12/31/17

*Project Costs*

1. Estimated Total Project Cost: complete the following worksheet

Remodeling/Rehabilitation/Expansion (TOTAL):	\$	3,100,000
Labor	\$	1,000,000
Materials	\$	2,100,000
New Construction (TOTAL):	\$	—
Labor	\$	—
Materials	\$	—
Capital Equipment:	\$	—
Site Improvements (Acquisition/Preparation, etc.):	\$	—
Other:	\$	—
<b>TOTAL ESTIMATED PROJECT COST:</b>	\$	<b>3,100,000</b>

\* Attach evidence (such as commitment letters or terms sheets) evidencing that the portion of the project funded by private investment will be financed, as well as the source of the funding.

*Public Benefits*

Provide the Property Identification Number (PIN) for each parcel of property comprising the proposed project area, as well as the current equalized assessed value (EAV) and property taxes as stated on the most recent tax bill for each parcel. Please provide an estimated projection of the EAV and taxes resulting from the project.

PIN	EAV	TAXES	Projected EAV	Projected TAXES

Existing sales subject to sales tax:           - 0 -          

Proposed sales subject to sales tax:           \$10MM          

Existing number of FTE jobs:           - 0 -          

Proposed number of FTE jobs:           10          

Indicate the total amount of financial assistance requested (in current dollars): \$1,600,000 .00

\* Attach data supporting the financial feasibility of the project, the projected performance outcomes of the requested financial assistance, or any professional studies or reports supporting the viability of the project.

Describe the public benefits that will be realized by the completion of this project. Examples of public benefits include, but are not limited to, creation of affordable housing, creation of new permanent jobs, creation of new retail choices in an underserved neighborhood, rehabilitation of a historic building, catalyst for new private investment in a neighborhood, re-occupancy of a vacant building, elimination of blight, incorporation of environmentally-friendly features, job training opportunities (attach additional sheets if necessary):

*Creates a new retail choice that will create synergy within Fairview City Center causing sales from the shopping center to grow.*





## CITY OF FAIRVIEW HEIGHTS

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

November 23, 2016

Mr. Dan Gibson  
Fairview Heights 881 Fee, LLC  
c/o Kimco Realty Corp.  
10600 W. Higgins Road; Suite 408  
Rosemont, IL 60018

**RE: LETTER OF INTENT — Amendment to the Redevelopment Agreement  
Fairview City Centre**

Dear Mr. Gibson:

The purpose of this Letter of Intent is to memorialize the preliminary requests of the City of Fairview Heights ("City") and Fairview Heights 881 Fee, LLC ("Developer"), with respect to the proposed modification of the Redevelopment Agreement dated June 7, 2013 between the parties. The parties mutually acknowledge and understand that this Letter of Intent is a non-binding document intended only to describe the respective expectations of the parties. The parties mutually acknowledge and understand that, should the Fairview Heights City Council ("City Council") approve this Letter of Intent, the parties will negotiate and submit to the City Council for review a proposed Amendment to the Redevelopment Agreement between the Developer and the City, to be executed by Mayor Mark T. Kupsy, City of Fairview Heights ("Mayor") following approval by the City Council. While the parties will endeavor to draft the proposed Amendment to the Redevelopment Agreement using provisions consistent with the terms provided herein, the parties mutually acknowledge and understand that the City Council may revise, delete or recommend different or additional terms. The parties mutually acknowledge and understand that said proposed Amendment of the Redevelopment Agreement cannot be executed by the Mayor absent the approval of the City Council. Subject to and without waiving any of the foregoing:

The Developer represents that additional modifications to the Redevelopment Agreement are necessary to complete the proposed project as outlined below. Further, the Developer estimates the incremental development costs for the proposed project to be in excess of \$3.1MM.

The City understands that the likelihood of the proposed project, as envisioned, is contingent upon the infusion of public funds and "but for" this public assistance, the project would not go forward.

Listed below are the major responsibilities of each party. Upon approval of this Letter of Intent by the City Council, provisions consistent with these responsibilities shall ultimately be made a part of an Amendment to the Redevelopment Agreement between the Developer and the Mayor.

### **Proposed Responsibilities of the City of Fairview Heights**

1. The Termination Date as defined in the Redevelopment Agreement will be extended out five (5) additional years until December 31, 2038.
2. City will increase the Maximum Rebate as defined in the Redevelopment Agreement by \$1.6 million to \$6.7MM.

### **Proposed Responsibilities of Developer**

1. Developer will invest an additional \$3.1 million for improvements to the former Sports Authority space to secure a replacement tenant which replacement tenant shall meet the definition of New Tenants as defined in the Redevelopment Agreement. In order to be eligible, the additional investment shall consist of Eligible Project Costs, as defined in the Redevelopment Agreement.
2. 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 (or Developer's general contractor) 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 Trade Council.
3. For the calendar year 2017, Developer agrees to reduce the Available Rebate from 37.5% of the City's 2% to 20% of the City's 2% in an effort to reimburse the City for lost sales caused by the bankruptcy of The Sports Authority. It is estimated this reduction by Developer in 2017 shall increase the City's sales tax revenues by \$130,000.
4. Developer agrees to pay up to \$5,000 in legal fees (reasonable, out-of-pocket) incurred by the City in negotiating the proposed Amendment to the Redevelopment Agreement.
5. Developer agrees to provide the Temporary Construction Easements, and the Permanent Easements for the sidewalk and maintenance thereof for the proposed Streetscape project along Marketplace Blvd at no cost to the City. The Temporary Construction Easements are reflected and legally described in Exhibit A attached hereto. The Permanent Easements are reflected and legally described in Exhibit B attached hereto.
6. The Developer agrees that the replacement tenant will have a 10-year lease with 4, five-year options signed on or before January 31, 2017. Further, the Developer agrees to inform the City in writing of the replacement tenant's name on or before January 31, 2017 with the replacement tenant's name being incorporated into the Amendment to the Redevelopment Agreement between the City and the Developer.
7. Developer agrees to begin architectural and/or engineering plans necessary for the replacement tenant's interior and exterior buildout immediately after the later of (a) the lease is fully executed; and (b) the replacement tenant supplies the requisite fixture plan necessary for the plans to be drawn.
8. The Developer agrees that after the plans (discussed in #6 above) are complete and approved by the replacement tenant to immediately apply for a building permit.
9. Developer agrees to have the project space available for the replacement tenant to occupy as early as August 1, 2017 but not later than December 31, 2017.

10. Developer agrees to install at their own cost a sidewalk as depicted on Exhibit C on or before August 1, 2017. The sidewalk shall be five feet (5') in width and shall comply with IDOT standards.
11. Developer agrees to provide a \$25,000 sponsorship (Monetary Contribution) for the City's proposed Recreation Center by December 31, 2017.
12. Developer agrees that the replacement tenant will open for at least one day on or before August 15, 2018

**Proposed Agreements by both Parties**

1. All dates referenced in this letter of intent are subject to Force Majeure.
2. The parties agree that the date on which by the City must utilize the \$100,000 placed into the Lincoln Trail Streetscape program by developer pursuant to the Redevelopment Agreement is extended to December 31, 2017.

The City trusts that the content of this Letter of Intent, which outlines proposed public participation in the project confirms the City's desire to work with Developer and for Developer to invest additional capital dollars to secure a replacement tenant.

This non-binding Letter of Intent must be approved by the City Council before a Development Agreement can be drafted. Upon approval by the City Council, provisions consistent with the terms set forth herein shall be made part of the proposed Development Agreement.

I believe this Letter of Intent accurately characterizes the understanding and expectations of the respective parties regarding the project, but if you should disagree, please provide clarification in writing at your earliest convenience.

Yours truly,

Mike Malloy, AICP  
Director of Economic Development  
City of Fairview Heights, IL

Attachments

EXHIBIT A  
Pg 1 of 3

①

N/F PACE-64 ASSOCIATES, LLC  
03-28.0-206-001  
DB 3262 PG 1984  
T40697 PARCELS 1 & 4

TEMP EASEMENT NEEDED TO REMOVE SECTION OF PARKING LOT  
G SPACES REMOVED THE REST ARE STRIPED NO PARKING  
AND INSTALL NEW CURB AND GRADE THE GROUND TO MEET  
THE LARGER RADIUS AT PLAZA

N/F PACE-64 ASSOCIATES, LLC  
03-28.0-207-001  
DB 3262 PG 1984  
T40697 PARCELS 2 & 5

TEMP EASEMENT NEEDED TO RECONSTRUCT  
APRON DUE TO WIDENING OF MARKET PLACE

TEMP EASEMENT NEEDED TO REGRADE  
GRASS BEHIND NEW CURB

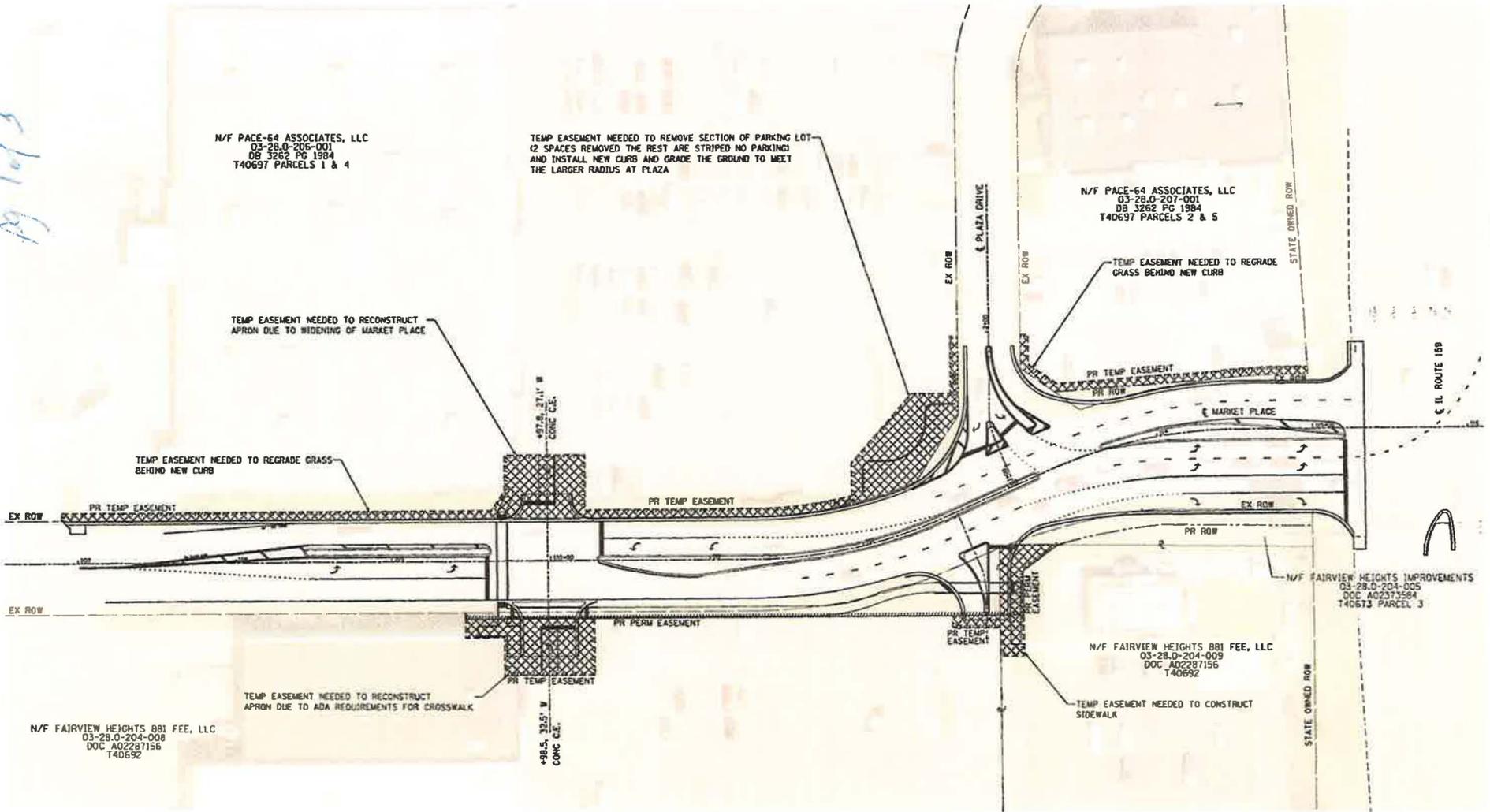
TEMP EASEMENT NEEDED TO REGRADE GRASS  
BEHIND NEW CURB

TEMP EASEMENT NEEDED TO RECONSTRUCT  
APRON DUE TO ADA REQUIREMENTS FOR CROSSWALK

N/F FAIRVIEW HEIGHTS 881 FEE, LLC  
03-28.0-204-009  
DOC A02287156  
T40692

N/F FAIRVIEW HEIGHTS 881 FEE, LLC  
03-28.0-204-008  
DOC A02287156  
T40692

N/F FAIRVIEW HEIGHTS IMPROVEMENTS  
03-28.0-204-005  
DOC A02371584  
T40673 PARCEL 3



**LEGEND**

 TEMP CONSTRUCTION EASEMENT NEEDS

 <p>DATES ASSOCIATES Engineering • Architecture</p>	<p><b>MARKET PLACE &amp; PLAZA DR CMAQ PROJECT IMPROVEMENTS TEMP CONST ESMT NEEDS</b></p>	<p><b>EXHIBIT 3</b></p>
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①

EXHIBIT A  
Pg 2 of 3

Legal Description for Temporary Construction Easement #1 south of Market Place (Petco site) from Fairview Heights 881 Fee, LLC – C/O Kimco Realty Corp.

Parcel Address: 6595 North Illinois Street, Fairview Heights, IL 62208

Parcel ID No.: 03-28.0-204-008

Part of Lot 1 in the “Minor Subdivision of Fairview Heights Market Place Addition”, a subdivision of part of Lots 5 and 9 in the Southwest Quarter of the Northeast Quarter of Section 28 and in U.S. Survey 768, Claim 1990, Township 2 North, Range 8 West of the Third Principal Meridian, St. Clair County, Illinois; reference being had to the plat thereof recorded in the Recorder’s Office of St. Clair County, Illinois in Document No. A02286211, described as follows:

Beginning at a point 36.86 feet right of Station 109+46.31 on the centerline of Market Place as surveyed by Oates Associates, Inc. for the City of Fairview Heights, Illinois; thence easterly to a point 36.86 feet right of Station 110+27.00 on said centerline; thence southerly to a point 72.86 feet right of Station 110+27.00 on said centerline; thence westerly to a point 72.86 feet right of Station 109+70.50 on said centerline; thence northerly to a point 48.86 feet right of Station 109+70.50 on said centerline; thence westerly to a point 48.86 feet right of Station 109+46.31 on said centerline; thence northerly to the Point of Beginning.

Said parcel contains 2,324 square feet, or 0.0534 acre, more or less.

①

EXHIBIT A  
pg 3 of 3

Legal Description for Temporary Construction Easement #2 south of Market Place (Petco & Taco Bell sites) from Fairview Heights 881 Fee, LLC - C/O Kimco Realty Corp.

Parcel Address: 6595 & 6599 North Illinois Street, Fairview Heights, IL 62208

Parcel ID No.: 03-28.0-204-008 & 03-28.0-204-009

Part of Lots 1 and 2 in the "Minor Subdivision of Fairview Heights Market Place Addition", a subdivision of part of Lots 5 and 9 in the Southwest Quarter of the Northeast Quarter of Section 28 and in U.S. Survey 768, Claim 1990, Township 2 North, Range 8 West of the Third Principal Meridian, St. Clair County, Illinois; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois in Document No. A02286211, described as follows:

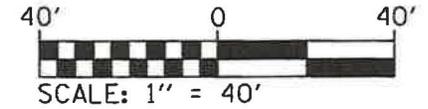
Beginning at a point 59.36 feet right of Station 112+37.28 on the centerline of Market Place as surveyed by Oates Associates, Inc. for the City of Fairview Heights, Illinois; thence easterly to a point 76.98 feet right of Station 112+75.97 on said centerline; thence southerly to a point 100.86 feet right of Station 112+65.69 on said centerline; thence westerly to a point 94.90 feet right of Station 112+52.23 on said centerline; thence northerly on the west line of said Lot 2 to a point 78.37 feet right of Station 112+59.04 on said centerline; thence westerly to a point 66.87 feet right of Station 112+35.00 on said centerline; thence northerly to the Point of Beginning.

Said parcel contains 635 square feet, or 0.0146 acre, more or less.

EXHIBIT B  
Pg 1 of 3

**CURVE TABLE**

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	374.42'	6.69'	N68°52'54"E	6.69'
C2	374.42'	22.03'	N66°41'06"E	22.02'



PART OF LOT 5 OF THE NE  
FRACTIONAL 1/4, SEC 28, T2N, R8W

N/F PACE-64 ASSOCIATES, LLC  
03-28.0-206-001  
DB 3262 PG 1984

MARKET PLACE

N00°27'43"W  
4.00'

N89°32'17"E 182.33'

S89°32'17"W

355.00'

R=331.56' L=141.53'  
CB=N77°18'34"E CD=140.46'

S89°32'46"E  
31.04'

S53°32'33"W  
27.51'

S00°36'33"E  
28.00'

N/F FAIRVIEW HEIGHTS 881 FEE, LLC  
03-28.0-204-008  
DOC A02287156

N/F FAIRVIEW HEIGHTS 881 FEE, LLC  
03-28.0-204-009  
DOC A02287156

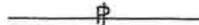
TOTAL PERMANENT EASEMENT AREA  
REQUIRED = 4,237 SF OR 0.0973 AC ±

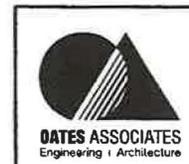
LOT 1

LOT 2

MINOR SUBDIVISION OF FAIRVIEW  
HEIGHTS MARKET PLACE ADDITION  
DOC A02286211

**LEGEND**

-  EX RIGHT OF WAY LINE
-  PROPERTY LINE
-  PR PERMANENT EASEMENT LINE
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING



PROPOSED PERMANENT EASEMENT  
MARKET PLACE  
CITY OF FAIRVIEW HEIGHTS  
ST. CLAIR COUNTY, IL

EXHIBIT  
A

13018

N/F PACE-64 ASSOCIATES, LLC  
03-28.0-206-001  
08 3262 PG 1984  
T40697 PARCELS 1 & 4

N/F PACE-64 ASSOCIATES, LLC  
03-28.0-207-001  
08 3262 PG 1984  
T40697 PARCELS 2 & 5

N/F FAIRVIEW HEIGHTS 881 FEE, LLC  
03-28.0-204-008  
DOC A02287156  
T40692

N/F FAIRVIEW HEIGHTS 881 FEE, LLC  
03-28.0-204-009  
DOC A02287156  
T40692

N/F FAIRVIEW HEIGHTS IMPROVEMENTS  
03-28.0-204-005  
DOC A02313584  
T40673 PARCEL 3

PERM EASEMENT NEEDED TO CONSTRUCT  
AND MAINTAIN THE NEW SIDEWALK ON THE  
SOUTH SIDE OF MARKET PLACE

**LEGEND**

 PERMANENT EASEMENT NEEDS



**MARKET PLACE & PLAZA DR  
CMAQ PROJECT IMPROVEMENTS  
PERMANENT EASEMENT NEEDS**

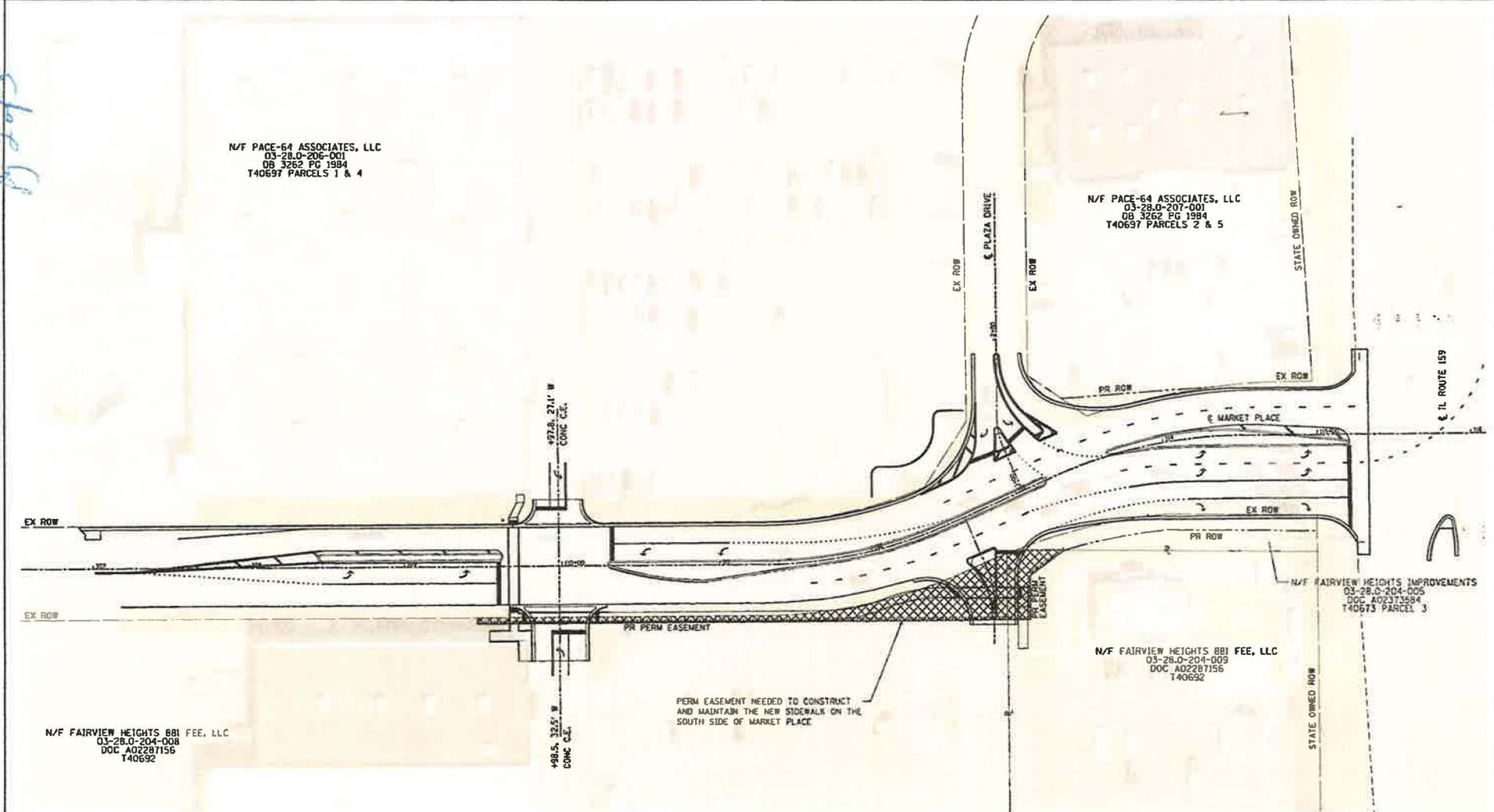
**EXHIBIT  
2**

EXHIBIT B  
02/23

2



30' 0 30' 60'  
SCALE: 1" = 60'



(2)

EXHIBIT B  
Pg 3 of 3

Legal Description for Permanent Easement south of Market Place (Petco & Taco Bell sites) from Fairview Heights 881 Fee, LLC – C/O Kimco Realty Corp.

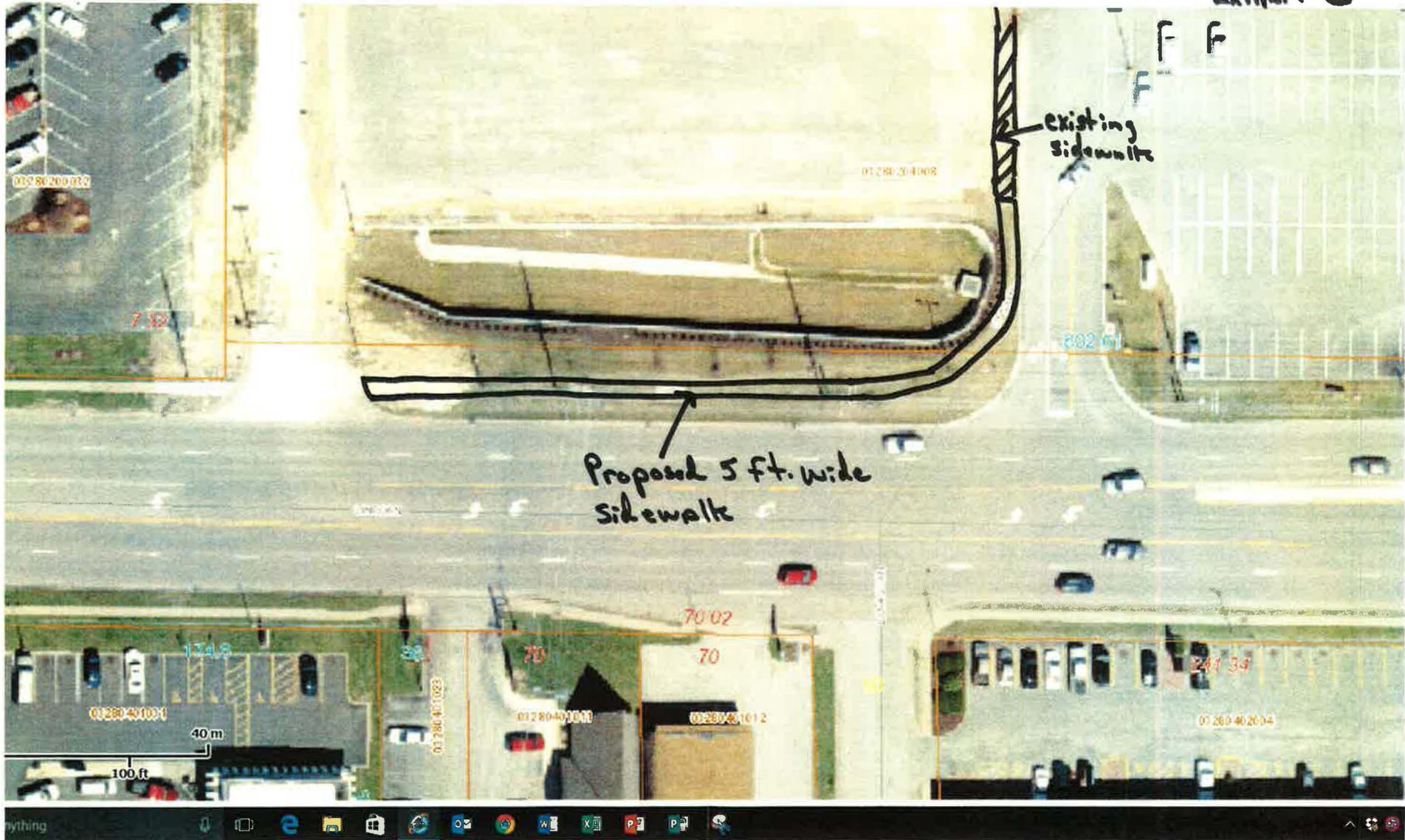
Parcel Address: 6595 & 6599 North Illinois Street, Fairview Heights, IL 62208

Parcel ID No.: 03-28.0-204-008 & 03-28.0-204-009

Part of Lots 1 and 2 in the "Minor Subdivision of Fairview Heights Market Place Addition", a Subdivision of Part of Lots 5 and 9 in the Southwest Quarter of the Northeast Quarter of Section 28 and in U.S. Survey 768, Claim 1990, Township 2 North, Range 8 West of the Third Principal Meridian, St. Clair County, Illinois; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois in Document No. A02286211, described as follows:

Beginning at the northeast corner of said Lot 1; thence northeasterly 6.69 feet on the northwest line of said Lot 2, being a curve to the right, having a radius of 374.42 feet, the chord of said curve bears on an assumed bearing of North 68 degrees 52 minutes 54 seconds East, 6.69 feet to the north line of said Lot 2; thence South 89 degrees 32 minutes 46 seconds East on said north line, 31.04 feet; thence South 53 degrees 32 minutes 33 seconds West, 27.51 feet; thence South 00 degree 36 minutes 33 seconds East, parallel with and distant 15 feet from the west line of said Lot 2, a distance of 28.00 feet; thence South 89 degrees 32 minutes 17 seconds West, 355.00 feet; thence North 00 degree 27 minutes 43 seconds West 4.00 feet to the north line of said Lot 1; thence North 89 degrees 32 minutes 17 seconds East on said north line, 182.33 feet; thence northeasterly 141.53 feet continuing on said north line, being a curve to the left, having a radius of 331.56 feet, the chord of said curve bears North 77 degrees 18 minutes 34 seconds East, 140.46 feet; thence northeasterly 22.03 feet continuing on said north line, being a curve to the right, having a radius of 374.42 feet, the chord of said curve bears North 66 degrees 41 minutes 06 seconds East, 22.02 feet to the Point of Beginning.

Said parcel contains 4,237 square feet, or 0.0973 acre, more or less.



**APPENDIX 1**

Application #: 4-16

**Business Assistance Program Application**

Applicant Information

1. Name of Person Completing Application: AIKA PATEL
2. Address: 904 Spyglass Hill Ct, Caseyville, IL 62232
3. Phone Number: 618-558-6425
4. Fax Number: 618-293-1702
5. Email: nickpatel6425@gmail.com

Business Information

1. Business Name: Fairview bp Inc
2. Owner: AIKA PATEL
  - a. Representative of owner: Nick Patel
  - b. Does Representative have a financial interest in the project? Yes  No
  - c. If yes, what is the percentage level of participation? \_\_\_\_\_ %
3. State of Organization: IL
4. Address: 10040 Lincoln Trail, Fairview Hts, IL 62208
5. Phone Number: 618-293-0004
6. Fax Number: 618-293-1702
7. Email: —
8. Type of Business Entity: C- store with gas-station

Project Information

Provide the Street Address of the project: 10040 Lincoln Trail

1. Is project located in
- Lincoln Trail Tax Increment Finance District (See Map Exhibit A)
  - Fairview Heights Tax Increment Finance District (See Map Exhibit B)
  - St. Clair Square Shoppes Tax Increment Finance (See Map Exhibit C)
  - St. Clair Square Shoppes Business District (See Map Exhibit C)
  - City of Fairview Heights (See Map Exhibit D)
  - Lincoln Trail TIF Façade and Site Improvement Program (see Map Exhibit E)
  - Fairview Heights TIF #4 (See Map Exhibit F)
  - Ludwig Drive TIF (See Map Exhibit G)
  - State Route 159 North TIF (See Map Exhibit H)
  - Enterprise Zone (See Map Exhibit I)

2. Have you completed an application for Site Plan Review (Appendix 2)?

YES  NO

If Yes, attach a copy of your completed Site Plan Review application, **including copies of any Site Development Plans, Maps, or any other supporting documentation**. If No, contact the Director of Land Use, Planning, and Development to obtain and complete all necessary applications.

3. What is the current zoning classification of the property? B-3 Community Business District

Will the proposed project require a zoning amendment, variance, or special use permit?

If Yes, provide application numbers and dates for each application: \_\_\_\_\_

4. What is the nature of the proposed project?

New Construction  Expansion  Occupancy of Existing Building

If new construction specify as:  Commercial;  Residential;  Industrial

5. Provide a narrative description of the proposed project (attach additional pages if necessary). Applicant must be as specific as possible in describing: (1) the type of business proposed to be conducted at the site; (2) current condition of the site including size and condition of any existing structures, environmental conditions, and past uses of the site; (3) proposed development/redevelopment activities, scope of work, type of construction, etc.; (4) financing; (5) why Business Assistance Program monies are necessary for completion of the project; and (6) how the project is consistent with the goals and objectives identified in the TIF Redevelopment Plan or Business District Plan.

It will be same type business but more space, want to make bigger size store to bring more Revenue to city, It will create more job also and Business gave granty for what ever goals for Business Revenue Sales and jobs

6. Are any public infrastructure improvements required for this project to proceed?

YES  NO. If Yes, describe improvements required:

\_\_\_\_\_  
\_\_\_\_\_

7. Will the applicant obtain competitive bids from local contractors and sub-contractors?

YES    NO

8. Identify: Project Start Date: March 1, 2017 and Project Completion Date: June 1, 2017

Project Costs

1. Estimated Total Project Cost: complete the following worksheet

Remodeling/Rehabilitation/Expansion (TOTAL):	\$
Labor	\$
Materials	\$
New Construction (TOTAL):	\$
Labor	\$
Materials	\$
Capital Equipment:	\$
Site Improvements (Acquisition/Preparation, etc.):	\$
Other:	\$
<b>TOTAL ESTIMATED PROJECT COST:</b>	\$

*See Attached*

\* Attach evidence (such as commitment letters or terms sheets) evidencing that the portion of the project funded by private investment will be financed, as well as the source of the funding.

Public Benefits

Provide the Property Identification Number (PIN) for each parcel of property comprising the proposed project area, as well as the current equalized assessed value (EAV) and property taxes as stated on the most recent tax bill for each parcel. Please provide an estimated projection of the EAV and taxes resulting from the project.

PIN	EAV	TAXES	Projected EAV	Projected TAXES
<u>03-29.0-203-024</u>	<u>751110</u>	<u>\$16000</u>	<u>125,1000</u>	<u>\$26000</u>

Existing sales subject to sales tax: \$ 800,000

Proposed sales subject to sales tax: \$ 1,200,000

Existing number of FTE jobs: 6 Full time

Proposed number of FTE jobs: 12 Full time

Indicate the total amount of financial assistance requested (in current dollars): \$ 150,000 .00

\* Attach data supporting the financial feasibility of the project, the projected performance outcomes of the requested financial assistance, or any professional studies or reports supporting the viability of the project.

Describe the public benefits that will be realized by the completion of this project. Examples of public benefits include, but are not limited to, creation of affordable housing, creation of new permanent jobs, creation of new retail choices in an underserved neighborhood, rehabilitation of a historic building, catalyst for new private

investment in a neighborhood, re-occupancy of a vacant building, elimination of blight, incorporation of environmentally-friendly features, job training opportunities (attach additional sheets if necessary):

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Rob Bittick Construction Company LLC,

423 Clark St.  
St Charles, MO 63301

# Estimate

Date	Estimate #
9/2/2016	843

Name / Address
Fairview Heights BP Inc. Nick Patel 10040 Lincoln Trail Fairview Heights IL.

*-break out by  
labor + material*

Description	Qty	Rate	Project
			Total
Addition to the back of existing BP C-Store 31' 4" x 69'4"			
Excavation includes removal of existing pavement and haul away same and footing dirt.		6,000.00	6,000.00
Concrete footing & foundation		10,030.00	10,030.00
Concrete flatwork -Slab & sidewalk		22,973.00	22,973.00
Masonry Block walls		35,700.00	35,700.00
Roof Framing Steel Beams and Bar Joist		43,500.00	43,500.00
Roofing, Flashing		12,190.00	12,190.00
Doors & Hardware		4,497.00	4,497.00
Specialties EFIS		8,609.00	8,609.00
Cap Flashing & Gutters		9,265.00	9,265.00
Plumbing includes Engineered drawings for permit.		17,427.00	17,427.00
Heating & Cooling Includes Engineered drawings for permit		25,696.00	25,696.00
Electrical & Lighting per owners requested items		81,550.00	81,550.00
Refrigeration and Soda install		20,350.00	20,350.00
Cabinets & Tops		36,906.00	36,906.00
Floor Coverings		18,850.00	18,850.00
Painting		6,465.00	6,465.00
Drywall & Taping		10,676.00	10,676.00
Demo of existing back wall		5,616.00	5,616.00
Demo inside existing store-Coolers, check stand, Office and food & soda counter		9,500.00	9,500.00
Carpentry - build platform, set up & removal of shoring after steel beam is set,move BR Glass, cap wood on parapet walls , buildTemp security walls		13,584.00	13,584.00
Job Materials		4,892.00	4,892.00
Rental Equipment for Shoring Existing Roof Structure.		1,200.00	1,200.00
Cleanup & Restoration		6,000.00	6,000.00
Supervision		18,720.00	18,720.00
Dumpsters & Portable Toilets		8,500.00	8,500.00
Overhead & Profit		21,917.00	21,917.00
Specialties Ameren IL for gas service relocation		3,106.00	3,106.00
<b>Total</b>			\$463,719.00

*+ 111,756.65  
14,111.94  
589,587.59*



# Quote

08/15/2016

**Project:**  
Rob Bittick-Nick Patel Fairview Heights

**From:**  
Fortier, Inc.  
Jeff Fortier  
4905 Forsythia Falls Loop  
Columbia, MO 65203-1386  
501-329-6309

Project Code: JFRC6226

**Quote is valid for (30) days from date printed above.**

Item	Qty	Description	Sell	Sell Total
1.1	1 ea	<b>COOLER PANELS</b> International Cold Storage Model No. COOLER PANELS LSHAPE COOLER 29'3" x 35'6" x 8'4" ----- (Irregular Shape) Insulation: Type 5 - 4" Urethane Class 1 Finish: Galv. Steel Stucco Embossed 26 Ga. (Exterior) Galv. Steel Stucco Embossed 26 Ga. (Interior) Door: (1) 36" X 84" Cooler OMEGA STYLE (1) Combo Light Switch/Thermometer 1967-3 (1) Kason Door Closer #1094 (Snubber style) (2) Spring Loaded Hinges, (1248), Each Miscellaneous: (40) Lineal Feet Reach-In Door Opening Only (1) ***** N.S.F. APPROVED ***** (10) Galv. Angle Brackets, Reach-In Door Op'g (4) 5/16" x 10' All Tread Rod Zink AX#2412 (3) 2X Brace a Reach-in Door Opening (1) PRODUCT BRAND: 4TA Lights: (6) LED Fixture 5"x5" 13.5 Watts Model 1808 Supp. Steel Ext (11) Roof Hangers Per LF Small Parts: Misc., Small Parts Box Location: Indoor Estimated Weight: 6,600 Pounds	\$13,376.47	\$13,376.47
1.2	1 ea	<b>COOLER PANELS</b> International Cold Storage Model No. COOLER PANELS Walk In Combo 11'0" x 28'5" x 8'4" Clr/Frz: ----- Cooler: 11'0"x19'6"x8'4" Freezer: 8'11"x11'0"x8'4" with Floor NOTE: FLOOR PANELS ARE DESIGNED TO WITHSTAND UNIFORMLY DISTRIBUTED STATIONARY FLOOR LOADS UP TO 5000 PSF, UNLESS NOTED OTHERWISE. 3/4" Plywood Backing SaniSteel 1.2MM Anti slip/bacterial Insulation: Type 5 - 4" Urethane Class 1 Finish: Galv. Steel Stucco Embossed 26 Ga. (Exterior) Galv. Steel Stucco Embossed 26 Ga. (Interior)	\$10,844.71	\$10,844.71

Item	Qty	Description	Sell	Sell Total
		Door: (1) 36" X 84" Freezer OMEGA STYLE (1) Combo Light Switch/Thermometer 1967-2 (1) Heater Cable System (1) Kason Door Closer #1094 (Snubber style) (1) Heated Air Vent (2) Spring Loaded Hinges, (1248), Each (1) Door Opening Only 36x81 ANTHONY #103 ENTRY DOOR, DOOR BY OTHERS. (1) Combo Light Switch/Thermometer 1967-3 Miscellaneous: (23) Lineal Feet Reach-In Door Opening Only (1) ***** N.S.F. APPROVED ***** (4) Galv. Angle Brackets, Reach-In Door Op'g (1) 5/16" x 10' All Tread Rod Zink AX#2412 (1) 2X Brace a Reach-in Door Opening (2) PRODUCT BRAND: 4TA Lights: (3) LED 30W Fixture 48" Small Parts: Misc., Small Parts Box Location: Indoor Estimated Weight: 5,000 Pounds		
2	1 ea	<b>REFRIGERATION PACKAGE</b> Russell Model No. REFRIGERATION To include:  35 Deg Cooler 15 Doors (1) RIO650M44-E 6.5 HP Scroll Condensing Units 3 Phase (4) AA36-145C-AE 3 Fan Coils w/ ECM Fan Motors  35 Deg Cooler 7 Doors (1) RIH201M44-E 2 HP Condensing Units 3 Phase (2) AA26-115C-AE 2 Fan Coils w/ ECM Fan Motors  -10 Deg Freezer 3 Door (1) RIO301L44-E 3 HP Scroll Condensing Units 3 Phase (1) AE36-140C-DE 3 Fan Coils w/ ECM Fan  All coils have ECM Fan Motors per Federal Law and All Solenoids and Tstats are pre mounted to coils.	\$15,335.29	\$15,335.29
	3 ea	FORTIER WARRANTY 4 Year Extended Compressor Parts Warranty.		
3	1 ea	<b>COOLER DOOR PACKAGE</b> Anthony International Model No. COOLER DOORS 101 30" x 75" doors, LED Lighting, (7) 36" deep shelves per door all black (1) 9 Door NT (1) 7 Door NT (1) 6 Door NT (1) 3 Door Low Temp  (1) 103 36" pass thru door with Threshold and LED Lights w/ Roll Away Rack w/ (7) shelves	\$27,055.72	\$27,055.72

Item	Qty	Description	Sell	Sell Total
	1 ea	(-161) 115v/60/1-ph		
	1 ea	iCVD-1195 Condenser Unit, remote air-cooled, IB-1090C series (QuietQube)		
	1 ea	(-261) 208-230v/60/1, 14.5 amps (standard) (remote condenser)		
	1 ea	RC-36 Tubing, 30 ft. length, for iCVD-0696, 0895, 1095 & 1195 condensing units (not pre-charged)		
6	2 ea	<b>HOT DOG GRILL</b> Star Model No. 50SCE Star Grill-Max Pro® Hot Dog Grill, roller-type, capacity 50 hot dogs, Duratec® super turn rollers, front & rear electronic controls, cULus, UL, CE, NSF 4	\$1,683.47	\$3,366.94
	2 ea	1 year parts & labor warranty, standard		
	2 ea	120v/60/1-ph, 1535 watts, 12.8 amps, cord w/NEMA 5-15P, standard		
	2 ea	50SG-G Grill-Max® Sneeze Guard, tempered glass canopy, adjustable height, for Grill-Max Pro & Grill-Max Express roller grills (except model 20), nesting framework, powder coated steel frame, ETL, NSF 2		
	2 ea	THU Tong Holder		
	2 st	RGLK Leg Kit, 4" adjustable, (set of 4)	\$30.00	<Optional>
7	2 ea	<b>HOT DOG BUN BOX</b> Star Model No. SS50BB Bun Box, for models 50, 50S, 75A, and 75SA, capacity 64 buns, stainless steel, cULus, UL, CE, NSF 4	\$480.01	\$960.02
8	1 ea	<b>MICROWAVE OVEN</b> Sharp Model No. R-21LVF Microwave Oven, 1000 watts, 1.0 cu. ft. capacity, all stainless, stainless steel door, cavity, and outer wrapper, digital programmable controls, durable side-hinged see-thru door, Express Defrost™, 11 power levels, 10 computerized touch pads, double quantity, 120v/60/1-ph, 14 amp, NEMA 5-15P, NSF 4, UL	\$257.65	\$257.65
	1 ea	Warranty- 1 year parts, labor & travel, 3 years on Magnetron, standard		
9.1	1 ea	<b>WATER FILTRATION SYSTEM</b> Everpure Model No. EV943710 High Flow CSR Quad-MC2 System, 36,000 gallon capacity, 6.70 gpm flow rate, hi-combination 4 coffee brewers, 4 carbonators & ice maker @ 1,200 lb/day (1) EC210 prefilter (4) MC 0.5 micron precoat Cartridges (1) SRX scale reduction feeder, water shut-off, pressure gauges, flushing valve	\$1,025.50	\$1,025.50
9.2	1 ea	<b>WATER FILTRATION SYSTEM, CARTRIDGE</b> Everpure Model No. EV962828 Quad-MC2 Replacement Cartridge Kit, includes: (1) EC210 Cartridge (4) MC2 Cartridges & (1) SS-IMF Cartridge with spacer, for CSR Quad-MC2 combination system	\$268.42	\$268.42
10.1	1 ea	<b>ICE BAGGING SYSTEM</b>	\$7,234.86	\$7,234.86

Item	Qty	Description	Sell	Sell Total
		Follett Corporation Model No. DB650SA Ice Pro™ Semi-Automatic Bagging & Dispensing System, 650 lb. capacity ice storage with auto agitation, control panel, lockable clear window & adjustable bag stand, blower & timed dispense mode, insulated polymold interior, stainless steel full base, for top mounted cubers, custom cut top		
	1 ea	220v/60/1-ph, 2.5 amps, NEMA 6-15P		
10.2	1 ea	Fortier Pliers for crimping ice bags. (does not include staples)	\$54.00	\$54.00
10.3	1 ea	Fortier C fasteners for ice bags. 2500 staples per box	\$22.00	\$22.00
11	1 ea	<b>ICE CUBER</b> Manitowoc Model No. IY-1196N Indigo™ Series Ice Maker, cube-style, air-cooled, remote condenser, 30"W x 24-1/2"D x 29-1/2"H, up to 1066-lb approximately/24 hours, DuraTech™ exterior (stainless finish with innovative clear-coat resists fingerprints & dirt), half-dice size cubes, ENERGY STAR®	\$5,392.31	\$5,392.31
	1 ea	3 year parts & labor Commercial warranty		
	1 ea	5 year parts & labor Commercial warranty on evaporator		
	1 ea	(-261) 208-230v/60/1ph, 12.9 amps		
	1 ea	IAUCS AuCS Automatic cleaning system accessory for Indigo Series ice machine 300 through 1800. Option is installed on the outside of the machine & works in conjunction with cleaner & sanitizer bottle 000005163/000005162 or 000005165/000005164 (NOT for use with IB models)	\$341.14	<Optional>
	1 ea	(-161) 115v/60/1-ph		
	1 ea	JC-0995 Condenser Unit, remote air-cooled, I-1000 series		
	1 ea	(-261) 208-230v/60/1, 1.3 amps, standard		
	1 ea	RT-35-R-404A Remote Tubing Kit, 35 ft. tubing length (pre-charged), for 500, 600, 850, 1000 series		
12	4 ea	<b>INSTALLATION</b> Fortier Model No. INSTALLATION Installation to include: Erection of walk in cooler panels, setting of doors and frames, setting and leveling of all shelving and setting in place of all equipment.  DOES NOT INCLUDE ANY ELECTRICAL PLUMBING OR REFRIGERATION HOOKS AND SODA HOOK UPS.  1 FORTIER AND 2 LABOR READY FOR 4 DAYS IN 2 TRIPS.	\$1,500.00	\$6,000.00
			Total	\$111,756.65

Prices Good Until: 07/22/2016

ALL CREDIT CARD ORDERS WILL HAVE A MANDATORY 3% PROCESSING FEE ADDED TO INVOICE.

**PLEASE NOTE: If you are paying with a credit card, an additional 3%**

Initial: \_\_\_\_\_

**mandatory processing fee will be added.**

Acceptance: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

# BIG RED ROOSTER FLOW

## Parts List Quote

Date  
4/15/2016

Project Type  
Quote

Quote #  
0019431

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Jobber Name	Project / Site	Site # / SVB	Partner #
BUCK'S INC	BUNKUM ROAD BP 10040 LINCOLN TRAIL FAIRVIEW HEIGHTS, IL 62208	8765521	91018073

SKU	Supplier	Product Description	Co-Op	Qty	Unit Cost	Total Cost
820533	Federal Heath Sign Co. LLC	Canopy Clearance Number Decal Set - BP Green	CO-OP 100	2	\$9.27	\$18.54
1758201	Federal Heath Sign Co. LLC	Canopy Clearance Sign (6.5" x 24") (Must purchase height individually)	CO-OP 100	2	\$36.61	\$73.22
823254	Federal Heath Sign Co. LLC	TOP ANGLE 1.25" X 2" X 8'	CO-OP 100	37	\$7.94	\$293.78
823255	Federal Heath Sign Co. LLC	BOTTOM ANGLE 4.5" X 1.25" X 8'	CO-OP 100	37	\$11.50	\$425.50
DUR-CRATING	Federal Heath Sign Co. LLC	DuraColor Crating Charge	CO-OP 100	1	\$355.62	\$355.62
BGB00114	Federal Heath Sign Co. LLC	BGB HELIOS BUTTON 39	CO-OP 100	3	\$307.69	\$923.07
822822	Federal Heath Sign Co. LLC	22" x 58" Straight Decal	CO-OP 100	23	\$26.07	\$599.61
822821	Federal Heath Sign Co. LLC	22" RH Round Endcap Decal	CO-OP 100	1	\$68.91	\$68.91
822820	Federal Heath Sign Co. LLC	22" LH Round Endcap Decal	CO-OP 100	1	\$68.91	\$68.91
827010	Federal Heath Sign Co. LLC	Straight 22" Bullnose Panel	CO-OP 100	9	\$219.03	\$1,971.27
827008	Federal Heath Sign Co. LLC	44" Helios Backer (36/39" Helios, 44" Helios w/o Arc)	CO-OP 100	3	\$107.27	\$321.81
827012	Federal Heath Sign Co. LLC	Long Tapered End Cap Panel - 22" Bullnose - 36/39" Helios	CO-OP 100	6	\$255.06	\$1,530.36
827015	Federal Heath Sign Co. LLC	Long Round End Cap Panel - 22" Bullnose	CO-OP 100	2	\$243.71	\$487.42
827017	Federal Heath Sign Co. LLC	Front Corner System - 22" Bullnose	CO-OP 100	2	\$159.02	\$318.04
827021	Federal Heath Sign Co. LLC	Flat Decaled Panel - Less than 44" Fascia Height	CO-OP 100	10	\$142.74	\$1,427.40
827023	Federal Heath Sign Co. LLC	LT 44" Face Height LH Rear Corner - Bullnose to Decal	CO-OP 100	1	\$59.99	\$59.99
827024	Federal Heath Sign Co. LLC	LT 44" Face Height RH Rear Corner - Bullnose to Decal	CO-OP 100	1	\$59.99	\$59.99
822867	Federal Heath Sign Co. LLC	BGB COLUMN DECAL 48 "	CO-OP 100	12	\$6.16	\$73.92
<b>TOTAL Federal Heath Sign Co. LLC</b>						<b>\$9,077.36</b>
39-01-00	The Blair Companies	10' BP Green LightBar 25mA - GLED - 15/FT - PC/AL	CO-OP 100	16	\$247.95	\$3,967.20
39-01-03	The Blair Companies	4' BP Green LightBar 25mA - GLED - 15/FT - PC/AL	CO-OP 100	2	\$109.80	\$219.60
39-01-06	The Blair Companies	90 Degree BP Green Corner 25mA - GLED - 15/FT - PC/AL	CO-OP 100	2	\$111.92	\$223.84

# BIG RED ROOSTER FLOW

## Parts List Quote

Date  
4/15/2016

Project Type  
Quote

Quote #  
0019431

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2 of 2

SKU	Supplier	Product Description	Co-Op	Qty	Unit Cost	Total Cost
39-01-12	The Blair Companies	Blair LightBar ONLY Power Supply 60W / 24V (32ft of green material)	CO-OP 100	5	\$95.94	\$479.70
39-01-17	The Blair Companies	Accessory Pack (2) 39-01-13, (2) 39-01-14, (2) 39-01-15, (8) End Caps, (2) End Cap Vinyls, (2) 21-17	CO-OP 100	1	\$144.24	\$144.24
<b>TOTAL The Blair Companies</b>						<b>\$5,034.58</b>
<b>TOTAL</b>						<b>\$14,111.94</b>

-  Please verify all parts and pricing are correct prior to placing any order. Tax and freight not included.
-  After 30 days the prices are subject to change.
-  THIS IS NOT AN INVOICE AND CANNOT BE USED FOR CO-OP. AN INVOICE WILL BE PROVIDED AT THE TIME OF SHIPMENT.
-  If paying by check please send your payment to:  
Two Northfield Plaza, Suite 211, Northfield, IL 60093, payable to: Big Red Rooster Flow LLC



# PROPOSAL

5950 OLD STATE RD  
IMPERIAL MO 63052  
OFFICE: 636-461-0909  
FAX: 636-461-1588

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TO: ROB BITTICK CONSTRUCTION  
423 CLARK ST.  
ST. CHARLES, MO 63301

DATE: 08/30/2016  
JOB NAME: Gas Station Addition  
10040 Lincoln Trail  
Fairview Heights, IL

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PHONE: 314-486-2721

FAX:

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WE ARE PLEASED TO PROVIDE THIS PROPOSAL FOR ELECTRICAL INSTALLATIONS AT THE ABOVE NOTED PROJECT. SPECIFIC ITEMS OR EXCEPTIONS RELATING TO OUR SCOPE OF WORK ARE INDICATED BELOW:

## Electrical installation and material for the following:

- 9 sign outlets
- 26 cooler doors
- 8 cooler lights
- 7 condenser fans
- 3 evaporators
- 7 light switches
- 4 exit / emergency combos
- 1 bag in the box
- 1 ice cuber
- 2 hot dog grills
- 2 hot dog bun warmers
- 1 mirco
- 1 ice bagger
- 1 ice cuber stand alone
- 30 led pendant lights
- 9 led wall packs
- 7 led pole heads
- 17 general purpose outlets
- 7 retrofit 2 x 4 lay ins with led
- 4 led lay in fixtures
- 8 speakers
- 1 volume control
- 1 amp
- 32 cameras includes cameras at the pump
- Green led strip light around the front of the building
- 4 led can lights
- 2 color changing lights to shine on the front poles by entrance
- demo
- permits

---

WE PROPOSE TO HEREBY TO FURNISH MATERIAL AND LABOR – COMPLETE IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS.

# TOTAL AMOUNT - \$81,550.00

PAYMENT TO BE MADE AS FOLLOWS:

A 25% PAYMENT IS DUE UPON START OF PROJECT. A 50% PAYMENT IS DUE WITHIN 10 DAYS OF COMPLETION OF ROUGH-IN AND FINAL 25% IS DUE WITHIN 10 DAYS OF COMPLETION. ANY PAST DUE INVOICES WILL BE CHARGED A FINANCE CHARGE OF 18% PER ANNUM. ANY CHANGES FROM THE3 ABOVE TERMS MUST BE AGREED UPON IN WRITING BEFORE JOB BEGINS.

ALL WORK TO BE COMPLETED IN A PROFESSIONAL MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON ACCIDENTS OR DELAYS BEYOND OUR CONTROL. OWNER TO CARRY ALL NECESSARY INSURANCE, OUR WORKERS ARE FULLY COVERED BY WORKER'S COMPENSATION INSURANCE AND THE COMPANY IS COVERED UNDER GENERAL LIABILITY INSURANCE.

**AUTHORIZED  
SIGNATURE** \_\_\_\_\_

**SUBMITTED BY: JUSTIN GARNETT**

**NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT  
ACCEPTED WITHIN 30 DAYS.**

## ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED.

**DATE OF ACCEPTANCE:** \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_ **PRINT NAME** \_\_\_\_\_



## CITY OF FAIRVIEW HEIGHTS

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

November 28, 2016

Mr. Nick Patel  
Sav-On Liquor and Wine  
809 St. Louis Road  
Collinsville, Illinois 62234

**RE: LETTER OF INTENT — 10040 Lincoln Trail**

Dear Mr. Patel:

This will confirm that Alka Patel DBA Fairview BP Inc. ("Developer") has applied for benefits under the City of Fairview Heights' Business Assistance Program (Application No. 3-16). The purpose of this Letter of Intent is to memorialize the preliminary requests of the City of Fairview Heights ("City") and the Developer, with respect to the project (Expansion BP/Sav-On Liquor and Wine) as proposed by the Developer at 10040 Lincoln Trail, Fairview Heights, IL 62208 ("Project"). The parties mutually acknowledge and understand that this Letter of Intent is a non-binding document intended only to describe the respective expectations of the parties. The parties mutually acknowledge and understand that, should the Fairview Heights City Council ("City Council") approve this Letter of Intent, the parties will negotiate and submit to the City Council for review a proposed Development Agreement between the Developer and the City, to be executed by Mayor Mark T. Kupsy, City of Fairview Heights ("Mayor") following approval by the City Council. While the parties will endeavor to draft the proposed Development Agreement using provisions consistent with the terms provided herein, the parties mutually acknowledge and understand that the City Council may revise, delete or recommend different or additional terms. The parties mutually acknowledge and understand that said proposed Development Agreement cannot be executed by the Mayor absent the approval of the City Council. Subject to and without waiving any of the foregoing:

The Developer represents that Business Assistance Program monies are necessary to complete the proposed project. Further, the Developer estimates the total development costs to allow such a construction project to occur, to be excess of \$600,000.00.

The City understands that the likelihood of the proposed project, as envisioned, is contingent upon the infusion of public funds and "but for" this public assistance, the project would not go forward.

Listed below are the major responsibilities of each party. Upon approval of this Letter of Intent by the City Council, provisions consistent with these responsibilities shall ultimately be made a part of an overall Development Agreement between the Developer and the Mayor.

### **Proposed Responsibilities of the City of Fairview Heights**

1. Provide to Sav-On Liquor and Wine \$27,500.00 after one (1) year of operation (Date of Occupancy Permit for Expansion issued); provide an additional \$27,500.00 after the 2<sup>nd</sup> year of operation, \$27,500.00 after the 3<sup>rd</sup> year of operation, and a final payment of \$27,500.00 after the 4<sup>th</sup> year of operation, with total City financial reimbursement not to exceed \$110,000.00.
2. In addition, the City shall authorize Developer to receive a Sales Tax Abatement estimated at \$23,056.00 (Sales Tax Exemption Certificate), subject to the approval of the Illinois Department of Revenue, for building materials through the City's Enterprise Zone.

### **Responsibilities of Developer**

- A. Invest no less than \$600,000.00 in the project.
- B. Retain 6 FTE jobs and create 6 FTE jobs on or before one (1) year of operation.
- C. Create sales after the 1<sup>st</sup> year of operation (date of issuance of occupancy permit) generating no less than \$1,250,000.00 in sales annually and continue to generate no less than \$1,250,000.00 in sales annually for the next ten (10) years.
- D. Developer, heirs, and successors agree to remain open as Gas Station/Convenience Store at 10040 Lincoln Trail for no less than ten (10) years.
- 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.
- F. Developer shall obtain all insurance coverages required by City Code Section 37-4-1 and name the City of Fairview Heights as an additional insured on the policies of insurance specified therein.
- G. Developer agrees to reimburse the City for all public funds abated and or provided to date under the prior section, entitled "Responsibility of the City of Fairview Heights," in the event that it fails to meet the obligations set forth in the Development Agreement.
- H. Developer agrees to complete and return annually a Development Agreement Reporting Form.
- I. Not apply to St. Clair County for a reduction in assessed valuation without the consent of the City, which consent shall not be unreasonably withheld or delayed.
- J. Developer shall provide \$13,000 to the City of Fairview Heights no later than December 31, 2018 with the monies to be placed in escrow for future sidewalk improvements at 10040 Lincoln Trail.

The City trusts that the content of this Letter of Intent, which outlines proposed public participation in the project through providing Business Assistance Program monies in the estimated amount of \$133,000.00, confirms the City's desire to work with Developer and for Developer to remain and expand its facility in the City of Fairview Heights.

**This non-binding Letter of Intent must be approved by the City Council before a Development Agreement can be drafted. Upon approval by the City Council, provisions consistent with the terms set forth herein shall be made part of the proposed Development Agreement.**

**I believe this Letter of Intent accurately characterizes the understanding and expectations of the respective parties regarding the project, but if you should disagree, please provide clarification in writing at your earliest convenience.**

**Yours truly,**

**Mike Malloy, AICP  
Director of Economic Development  
City of Fairview Heights, IL**

**Attachments**