

Committee Members:
Josh Frawley
Anthony LeFlore
Pat Baeske
Pat Peck
Denise Williams

A G E N D A
OPERATIONS COMMITTEE
Wednesday, March 4, 2020 – 7:00 p.m.
Council Chambers
Fairview Heights City Hall
10025 Bunkum Road

Public Participation
Approval of Minutes – [February 5, 2020](#)

Public Services
Alderman Pat Baeske, Chairman

1. Market Place Streetscape, II, Bell-Key, LLC-[Temporary Construction Easement](#)
2. Market Place Streetscape, II, Bell-Key, LLC - [Right-of-Way Acquisition](#)
3. Market Place Streetscape, II, Spirit Master -[Temporary Construction Easement](#)
4. Market Place Streetscape, II, Spirit Master - [Right-of-Way Acquisition](#)
5. Market Place Streetscape, II, Novus - [Temporary Construction Easement](#)
6. Market Place Streetscape, II, Novus - [Right-of-Way Acquisition](#)
7. [Director's Report/Project Updates](#)

Personnel
Alderman Denise Williams, Chairman

1. Elected Officials – Drug Testing
2. Temporary Employee – Library
3. Personnel Code Update - [Section 8. LONGEVITY SALARY INCREASE – E.](#)
4. Executive Session per Section 5 ILCS 120/2 (C) (1) – Personnel

THE CITY OF FAIRVIEW HEIGHTS
OPERATIONS COMMITTEE MINUTES
Wednesday, February 5, 2020, 7:00 p.m.
City Council Chambers
10025 Bunkum Road, Fairview Heights, IL

Committee Members in attendance – Aldermen Josh Frawley, Pat Baeske, Pat Peck, Denise Williams, Mayor Mark Kupsky, Ex-officio

Committee Members absent – Anthony LeFlore

Other Aldermen and Elected Officials in attendance – Aldermen Frank Menn, Ryan Vickers, Brenda Wagner, Harry Zimmerman, Bill Poletti

Staff in attendance – Public Works Director John Harty, City Clerk Karen Kaufhold, City Attorney Andrew Hoerner, and Police Lt. Jim Krummrich

Recorder – Jill Huffman

Public Participation

None

Approval of Minutes, January 8, 2019

Motion and second to approve minutes were made by Aldermen Williams/Peck. The motion carried by voice vote and was unanimous.

Personnel Committee

Denise Williams, Chairman

No Report.

Public Services Committee

Alderman Pat Baeske, Chairman

SINGLE SOURCE WASTE HAULING

The Mayor commented that surrounding communities contract for single source trash hauling. He reviewed the benefits of contracting with one trash hauler including eliminating the number of trucks on the City's roadways, cost reduction for residents, providing city-wide recycling for residents, reducing and eventually eliminating bulk trash currently provided by the City, therefore, allowing manpower available for other tasks and saving the City money in dumping fees.

The Mayor relayed that originally, the City was proposing a three-year agreement, however, due to the investment in new trucks by Aspen to service the City, both parties agreed on a four-year agreement with two additional four-year extension periods.

The Public Works Director displayed a presentation regarding the benefits of contracting with a residential single trash hauler in the City. He stated that the City had finalized an agreement with Aspen Waste Systems of Missouri, Inc. which was distributed to Committee and City Council, along with the proposed resolution of support for single-source trash hauling by City Council and proposed resolution to enter into an agreement with Aspen. Also distributed were the bid results from November 26, 2019, as well as a flyer describing benefits to the residents and the City. The Director pointed out that yard waste will now include a 96-gallon cart plus ten additional biodegradable yard waste bags instead of seven.

The Director introduced the Chief Operating Officer of Aspen Systems and the General Manager, Aspen Systems, St. Louis.

Questions/Answers:

One bulky item is allowed per week. Does a resident contact Aspen in advance for a bulk item pick up? Yes, and there are guidelines on the one weekly bulky item.

Will this contract include pick-up from the City's facilities? Yes.

When will the road analysis results for street wear and tear be provided to City Council which was asked for six months ago? This could be accomplished by hiring a consultant.

Has the City of O'Fallon been contacted to see if they have resultant savings since switching to single source? No. Explained if a road gets 20 years of normal wearing surface and there is 80 percent reduction of truck volume on that same roadway, there would be less wear on the surface.

Where did the \$50,600 figure result from? The Public Works Director explained that, basically, he took 35 asphalt lane miles in the City at a 2-inch wearing surface and multiplied that by 5,280 (feet in a mile) again by 13 feet (the width of a lane) divided by 9 (square yards). Multiplied the square yard figure by \$11.00 (cost to install 2-inch overlay per square yard). That number total divided by 20 years of life and 15 years of life is approximately \$50,000. This estimate does not include concrete nor oil and chip roadways. Mayor commented that the City of O'Fallon has been providing single source for some time. It was replied that they should have some numbers to back up savings on overlay and touting a number is not accurate. The Mayor stated that the savings for the City is eliminating bulk trash pickup and applying those manhours to street maintenance tasks, but the real issue is saving the residents money and providing a higher level of service.

Even if the \$50,000 were to be removed as a savings, would it be safe to say this would be in lieu of the amount currently spent on bulk trash? It would contribute to the overall savings. The Mayor stated it would be the approximately \$200,000 for bulk trash in the budget, plus the \$50,000 of wear and tear on the road surface that would not be spent.

This money could be used elsewhere. The Mayor reiterated, this is being proposed to save the residents money.

A representative from Stonewolf stated that there are two streets in the subdivision which are not included in the City's street system where these heavy trash trucks roll across every week. The subdivision spent \$25,000 last year, and budgeted another \$25,000 this year, for street repair on these two streets, therefore, believes \$50,000 is a reasonable approximation for street repair.

Yard waste will include one 96-gallon cart and ten bio bags per week? Yes.

Since there are three different service options, will the contractor collect on three different days or on one day? The pickup of all three services will be done on the same day with three different trucks in a section of the City. The only exception would be if there is a bulky item that would need to be picked up with a different truck and may be scheduled for a different day.

Questioned some of the items on the small bulky item list in Exhibit B would fit in a cart; is this if they don't fit? The list is for items that are in excess of what would fit in the cart.

Questioned if there is an occasion when a resident would have boxes to dispose of, would the resident be charged extra? There is one bulky item allowed each week and more than that a charge would be incurred.

Would a resident have to call Aspen for an additional bulky item to be picked up? Resident would have to call Aspen for one extra bulky. If it is a large item, such as a couch or recliner, resident would need to call Aspen to schedule for pickup. If it is a smaller item, such as an end table or lawn chair, that item would be picked up as allowed in the one bulky item per week.

Questioned about boxes, from perhaps the holidays, if that is considered bulky or overflow? If they are broken down they could go into recycling. Questioned if the boxes would need to be broken down or can a box just be set out? It was stated that they could be broken down and put into trash. It was commented that not everyone would have room in their trash for broken down boxes.

Questioned that residents are not going to break down boxes so how is that going to work? It was stated that Aspen doesn't want the residents to put out anything they want.

It was stated that an Aspen resident in the City put out their Aspen cart and also had another container. Aspen picked up the Aspen cart and emptied the other container as well. Is this allowable? Replied that this is discouraged due to the weight of another container that cannot be picked up by the truck and the safety of the employee. Therefore, no other container should be used. It was relayed that a resident can obtain an additional 96-gallon cart from Aspen for \$4.75.

Regarding the Stonewolf Subdivision – part of which are villas; currently there is one bill from the current hauler that is sent to the Homeowners Association. Can this continue with Aspen? Yes, as long as Aspen has the address.

Can a resident call Aspen for a one-time pickup of yard waste rather than subscribing to that service for a period of time? No, a resident can sign up for a quarter of a year for yard waste pickup but not for a one-time pickup.

Can a resident change services or options at any time? Trash and recycling can be changed at any time with the exception of yard waste, which can be changed by a quarter of time.

What if a resident pays for a quarter of recycling and decides not to continue with that option, could they be reimbursed? Yes.

Asked about signing up? Will Aspen still be doing this? The Mayor stated that the City will work with Aspen. A mailer will be sent to residents who will then identify what services they desire. A couple of days will also be scheduled for sign up at the REC. For senior discount, identification will be required stating you are a homeowner and over the age of 65. After that, throughout the year, residents will sign up at the Clerk's Office.

What if a resident has paid ahead for trash hauling with Aspen or another hauler; will there be a reimbursement? It is believed that the law states if a hauler is not licensed to pick up in the City it would be a criminal offense to have collected money and not provide service. Even if there is a contract between the resident and hauler? The City, in the beginning of year, notified the current haulers stating that the City would be contracting with a single-source hauler and was given a conditional license to operate in the City until single-source hauling takes effect. Haulers will be given a 60-day notice, once the date is known when single-source will be implemented. The current haulers' licenses will expire and they will not be permitted to pick up in the City.

Will a trash hauler be permitted to charge a resident a cancellation fee? This, also, will not be permitted.

Clarification that a resident can sign up for one quarter for yard waste removal and then discontinue that service without any charges? Yes.

Regarding the Bulky Items – all three categories on Exhibit B are at no cost for the first item and then another item would fall into a category? Yes.

In the agreement, it states that any demolished construction materials are not allowed, but then Exhibit B lists toilets, bathtubs, and vanities that are part of a remodel. Are cabinets or other furniture pieces, countertops allowed? How specific is this? Aspen does not pick up construction materials as it is hard on the driver and the truck. It is permissible, for perhaps a bathroom remodel, to put out a toilet one week and a vanity the next week. No drywall as a bulky item.

Cart replacement is based on ordinary wear and tear, not neglect. Does this include weather situations, as an example, the lid blows off during a wind storm? This would be considered normal wear and tear.

Regarding Support and the three minute telephone hold time by Aspen. Does this necessarily have to be in the agreement? Most of the time, there is not a problem with response time.

Questioned extraordinary increases after two years instead of three years? Regarding fuel, it was explained that once fuel reaches an annual average rate exceeding \$3.50, rates would be adjusted. It was explained that a resident that has Option 4, trash pickup only, for \$10.40; consists of disposal cost, truck cost, fuel cost, tipping fees, wages. Therefore, an increase would only be applied to the fuel cost, or 10 percent of the total rate. Therefore, the rate would not be raised to \$17.00, but could raise by approximately 20 cents. Aspen stated that the annual increase stated in the agreement is three percent. The extraordinary increases are costs that are out of Aspen's control. It was questioned if fuel costs rise, but then there is a point when the costs decrease, will the rate be adjusted to a lesser amount? Aspen stated that this is reviewed annually, therefore, if rates would drop for just a couple of months, it may not fall below the \$3.50 trigger. It was questioned if the rate increase would show on the resident's bill as a fuel increase? It will show as an adjusted rate.

Regarding the disability discount, as it reads, it's for 65 years of age or older or head of household that is disabled. Is there a way to add, if a dependent has a disability, that the family would be able to receive the discount rather than just the head of household? This would create savings for anyone with a disability. It was stated that the head of household with a disability would mean that the resident cannot work, therefore, saving them some money. It was questioned what if the parents cannot work because they are the caregiver of the child? Discussion ensued. The Mayor stated that the City, through its agreement with Aspen, is reducing the costs for trash hauling services significantly to its citizens. It was stated that adding this would make it a very unique contract and questioned if Aspen has encountered this? They responded no. It was questioned to Aspen what their thoughts are regarding the disability for anyone in the household? Aspen replied that it is the City's decision. The Director stated that the Request for Proposal was a baseline starting point to receive competitive bids from the haulers. Aspen stated this has not been discussed. When there is a single-source hauler for a City, most of the rules have to be in place to prevent abuse and it would be the City's responsibility to prove that the criteria is met to receive the discount. Questioned alderman if he knows of families who have disabled family members who are in need of a discount to which he answered, generally, he knows of a few. He stated he has been working with the Land Use and Development Director on grants and opportunities that include all levels and there are programs for parents with special needs children and programs for adults with disabilities and does not like that the agreement states head of household and that it also states the household cannot have more than two people for the discount, as well, because that is limited. It was suggested that the agreement remain the same and research for grant money that can be given to lower income residents, not just special needs residents. It was stated that the City should look at different avenues for disabilities.

It was questioned if Aspen is "stuck" with problem residents? Yes, unless they don't pay their bill.

The Mayor stated the City negotiated the lowest possible rates for waste services for the residents, and additionally, negotiated to give senior citizens and disabled a 15 percent discount. We could have not included additional discounts in the agreement. If the City would renegotiate the agreement, the rates would probably increase and discounts would be given to more people. The discount for disability will be validated by the City

and information forwarded to Aspen stating the resident meets the requirements for the disability discount. A resident cannot call Aspen to obtain the discount.

Can a resident utilize a currently owned smaller trash container along with the 96-gallon cart instead of obtaining another 96-gallon cart for \$4.75? The smaller container would not exceed 150 pounds. If there are bags on the ground or a bag in another container, the resident will be charged. The cost of the cart is \$4.75 which is not just the cart itself but also the disposal cost of the garbage that is in the cart.

How is the City going to notify the other haulers that the City will be going to single-source trash hauling? The Mayor stated that the City advertised for bids and the other companies know they were not low bidder for the services.

There have been some instances in Stonewolf Subdivision when a hauler has been discontinued at a residence and another contracted. It's been weeks before the original hauler picked up their carts. Can the City help with enforcement of the picking up of other waste haulers carts? There is a restriction in the subdivision that carts are allowed to be out only overnight. The Mayor replied that a notice will be sent to the original hauler and follow up through the legal process.

In Stonewolf, there are 84 villas, for which one bill is paid through the HOA, will a list of seniors be required so Aspen knows how much to charge the HOA? A list of verified senior citizens residing in the villas will be provided to determine a cost to the HOA.

Do customer service calls go directly to Aspen? Yes.

What percent of Aspen's customers actually subscribe to the second cart? It is very low.

If boxes do not fit into the cart, should the resident bind them together and sit them alongside the cart? They can be flattened and put on top of the lid of the cart.

It was questioned, if gutting or emptying a house, is the resident required to use Aspen for a dumpster? No.

All three services are on one day – trash, recycling, and yard waste with three trucks? Yes. To clarify, the City will be divided into five zones and each zone will have their service day.

Asked about where Aspen will take their recycling? It is taken near Chicago.

Is the recycle cart the same size as the trash cart? Yes, 96 gallons for all three services.

How many trucks will Aspen be ordering? Three.

It was stated that the City needs to be sensitive when asking residents to change their method of what they have done in the past regarding trash removal, as to the manner of how residents have taken out their trash, what residents have put in their trash, how it has been picked up, and the ability to pick who they wanted to pick up their trash. And, now the City is dictating to the residents who they can and can't use.

It was commented that originally, it was believed the City was headed toward a monopoly and residents are not going to want that, however, in talking with so many of the residents, they want single-source trash hauling because its less expensive and satisfies what they need.

The Mayor stated that he believes Aspen provides a high level of service, will be reasonable to the residents, and the residents will save money. If the City receives complaints from the residents, the City will communicate this to Aspen. He stated that, typically, residents who complain are the residents who abuse the service. The City requested bids for a fair level of service at a good price and received very good rates from Aspen.

Motion and second to forward a Resolution to City Council with recommendation of approval the Resolution of Understanding, Commitment and Support for the City to contract with a residential single-source trash/solid waste, yard waste and recycling hauler by Aldermen Williams/Frawley. The motion carried by voice vote and was unanimous.

Motion and second to forward a Resolution to City Council with recommendation of approval the Agreement with Aspen Waste Systems, Inc. of Missouri for single source waste hauling in the City of Fairview Heights by Aldermen Williams/Frawley. The motion carried by voice vote and was unanimous.

The Mayor stated that after approval by City Council, Aspen will place their order for trucks. Aspen is being told that truck chassis will be done in a couple of months and the bodies will take about four months, so they anticipate equipment will be delivered late summer to early fall. The tentative implementation date for service is October 1. Language is included in the agreement that should the equipment arrive at an earlier time, the services could be implemented sooner.

LIBRARY, NORTH WINDOWS - CONTRACT

The Director stated that bids were received yesterday for the removal and repair of the north windows of the Library which are leaking. Slayden Glass was the only responsive bidder with a bid of \$15,583. The Director had budgeted \$30,000 in the CIP for the repairs and recommends Slayden be contracted to perform this work and begin the work when the weather permits.

Motion and second to forward a Resolution to City Council with recommendation of approval the contract with Slayden Glass, Inc. for \$15,583 to make the necessary improvements to the Library, north windows by Aldermen Peck/Williams. The motion carried by voice vote and was unanimous.

MARKET PLACE STREETSCAPE, II, H & S – TEMPORARY CONSTRUCTION EASEMENT

AND

MARKET PLACE STREETSCAPE, II, H & S – RIGHT-OF-WAY ACQUISITION

H & S owns the Weekend's Only quadrant at Market Place and Commerce Drive. The City needs to acquire approximately 1100 feet of right-of-way and purchase temporary construction easement for the construction of the roundabout at that location. TIF3 will be funding the easement and right-of-way acquisition where \$150,000 has been allocated. This is one of four property owners who are involved in this project. The City's consultant is working with the State who administers the appraising and negotiating process.

Motion and second to forward a Resolution to City Council with recommendation of approval the purchase of temporary easement from H & S Investment Group, LLC for \$2,250 for the construction of Market Place Streetscape, Phase II by Aldermen Peck/Williams. The motion carried by voice vote and was unanimous.

Motion and second to forward an Ordinance to City Council with recommendation of approval the purchase of right-of-way from H & S Investment Group, LLC for \$15,000 for the construction of Market Place Streetscape, Phase II by Aldermen Peck/Williams. The motion carried by voice vote and was unanimous.

MOTOR FUEL TAX RESOLUTION

The Director presented the annual Motor Fuel Tax Resolution which informs the State the amount of funds the City will be utilizing from its allotment for salt purchase, street lights, traffic signals, right-of-way mowing labor and street sweeping labor. The Director is increasing the request this year to \$520,000 because the salt dome at the City's garage is in need of a new roof. He believes the current roof to be 25 years old. This is a motor fuel tax eligible expense. He also intends to pay for some street supervision from the MFT. It was questioned if the salt, stored in the dome, affects the roof and perhaps this could be considered when looking at replacement.

Motion and second to forward a Resolution to City Council with recommendation of approval the Fiscal Year 2020-2021 Motor Fuel Tax Resolution fund request of \$520,000 by Aldermen Williams/Frawley. The motion carried by voice vote and was unanimous.

DIRECTOR'S REPORT – PROJECT UPDATES

The Director of Public Works presented his written report to the elected officials for their review.

The Director highlighted that St. Clair County plans on improving Sullivan Drive from 300 feet south of Frank Scott Parkway during this summer's construction season.

Adjournment 8:28 p.m.

Submitted By:

Recorder

Owner: Bell Key, LLC
Address: 329 Market Place, Fairview Heights, IL 62208
Route: Market Place Roundabout
County: St. Clair
P.I.N. No.: 03-28.0-200-040
Section: 16-00042-01-PV

TEMPORARY CONSTRUCTION EASEMENT I
(Limited Liability Company)

Bell Key, LLC, a limited liability company organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to do business under the Statutes of the State of Illinois, (Grantor), for and in consideration of the sum of Thirteen Thousand, Seven Hundred Eighty Dollars and no cents (\$ 13,780.00), and other good and valuable considerations, the receipt of which is hereby acknowledged, and in consideration of the other mutual covenants and conditions herein expressed, and pursuant to the authority given by the member(s) of said company, hereby represents that Grantor owns the fee simple title to and grants and conveys to the City of Fairview Heights (Grantee), a temporary construction easement for the purpose of the design, construction, installation, and any other improvement to the streetscape, on, over, and through the following described real estate:

See attached Legal Description designated Exhibit C.

situated in the County of St. Clair, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

The right, easement and privilege granted herein shall terminate two (2) years from the execution of this document, or on the completion of the proposed project, whichever is the sooner.

Grantor shall have and retain all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantor's use and occupation of the premises may not interfere with Grantee's use of the premises for the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representative, successors and assigns of Grantor.

BELL KEY, LLC

CITY OF FAIRVIEW HEIGHTS

By: David A. Wells Bealke

By: _____

Print: DAVID A. WELLS BEALKE, Manager

Print: _____

Dated this 5 day of February, 2020.

STATE OF MISSOURI)

SS

COUNTY OF ST. LOUIS)

This instrument was acknowledged before me on FEBRUARY 5, 2020,

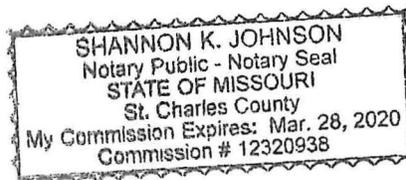
by David A. Wells Bealke as Manager

of Bell Key, LLC.

Missouri

Subscribed and sworn to before me, a Notary Public, in and for the State of ~~Illinois~~

on FEBRUARY 5, 2020.



My Commission Expires:

03/28/2020

Shannon K. Johnson

EXHIBIT C

Temporary Construction Easement
Route: Market Place & Commerce Drive
County: St. Clair
Owner: Bell Key LLC
Parcel Number: 03-28.0-200-040

Part of Lot 10B 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 Plat Book "Lands 2 North" on Page 43, described as follows:

Beginning at a point 28.84 feet left of Station 21+72.00 on the centerline of Market Place as surveyed by Oates Associates, Inc. for the City of Fairview Heights, Illinois; thence southeasterly on the northerly right of way line of Market Place to a point 28.98 feet left of Station 21+00 on said centerline; thence northerly on the proposed northerly right of way line of Market Place to a point 34.73 feet left of Station 21+00 on said centerline; thence northwesterly continuing on said proposed northerly right of way line being a curve to the right, having a radius of 135.92 feet to a point 37.82 feet left of Station 20+79.33 on said centerline; thence northwesterly continuing on said proposed northerly right of way line being a curve to the right, having a radius of 45.92 feet to a point 60.51 feet left of Station 20+43.88 on said centerline; thence northwesterly continuing on said proposed northerly right of way line being a curve to the right, having a radius of 142.43 feet to a point 97.62 feet left of Station 20+28.56 on said centerline; thence westerly continuing on said proposed northerly right of way line to a point 98.25 feet left of Station 20+16.09 on said centerline; thence northerly on the easterly right of way line of Commerce Lane to a point 103.85 feet left of Station 20+16.37 on said centerline; thence easterly to a point 102.14 feet left of Station 20+50.07 on said centerline; thence southerly to a point 81.20 feet left of Station 20+49.01 on said centerline; thence easterly to a point 59.20 feet left of Station 21+80.00 on said centerline; thence southeasterly to the Point of Beginning.

Said parcel contains 5,103 square feet or 0.1171 acre, more or less.

Owner: Bell Key, LLC
Address: 329 Market Place, Fairview Heights, IL 62208
Route: Market Place Roundabout
County: St. Clair
P.I.N. No.: 03-28.0-200-040
Section: 16-00042-01-PV

WARRANTY DEED
(Limited Liability Company) (Non-Freeway)

Bell Key, LLC, a limited liability company, organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to do business under the Statutes of the State of Illinois, (Grantor), for and in consideration of the sum of Twenty Thousand, Three Hundred Dollars and no cents (\$ 20,300.00), and other good and valuable considerations, the receipt of which is hereby acknowledged, and in consideration of the other mutual covenants and conditions herein expressed, and pursuant to the authority given by the member(s) of said limited liability company, grants, conveys, and warrants to the City of Fairview Heights, (Grantee), the following described real estate:

See attached Right of Way rendering designated Exhibit A and legal description designated Exhibit B.

situated in the City of Fairview Heights, County of St. Clair State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for streetscape improvement purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

The Parties acknowledge this Warranty Deed is exempt under 35 ILCS 200/31-45(b), the Illinois Real Estate Transfer Tax Law.

BELL KEY, LLC

CITY OF FAIRVIEW HEIGHTS

By: *David Q. Wells*

By: _____

Print: David Q. Wells Bealke, Manager

Print: _____

Dated this 5 day of February, 2020.

STATE OF MISSOURI)

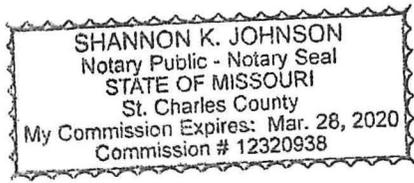
COUNTY OF ST. LOUIS)

SS

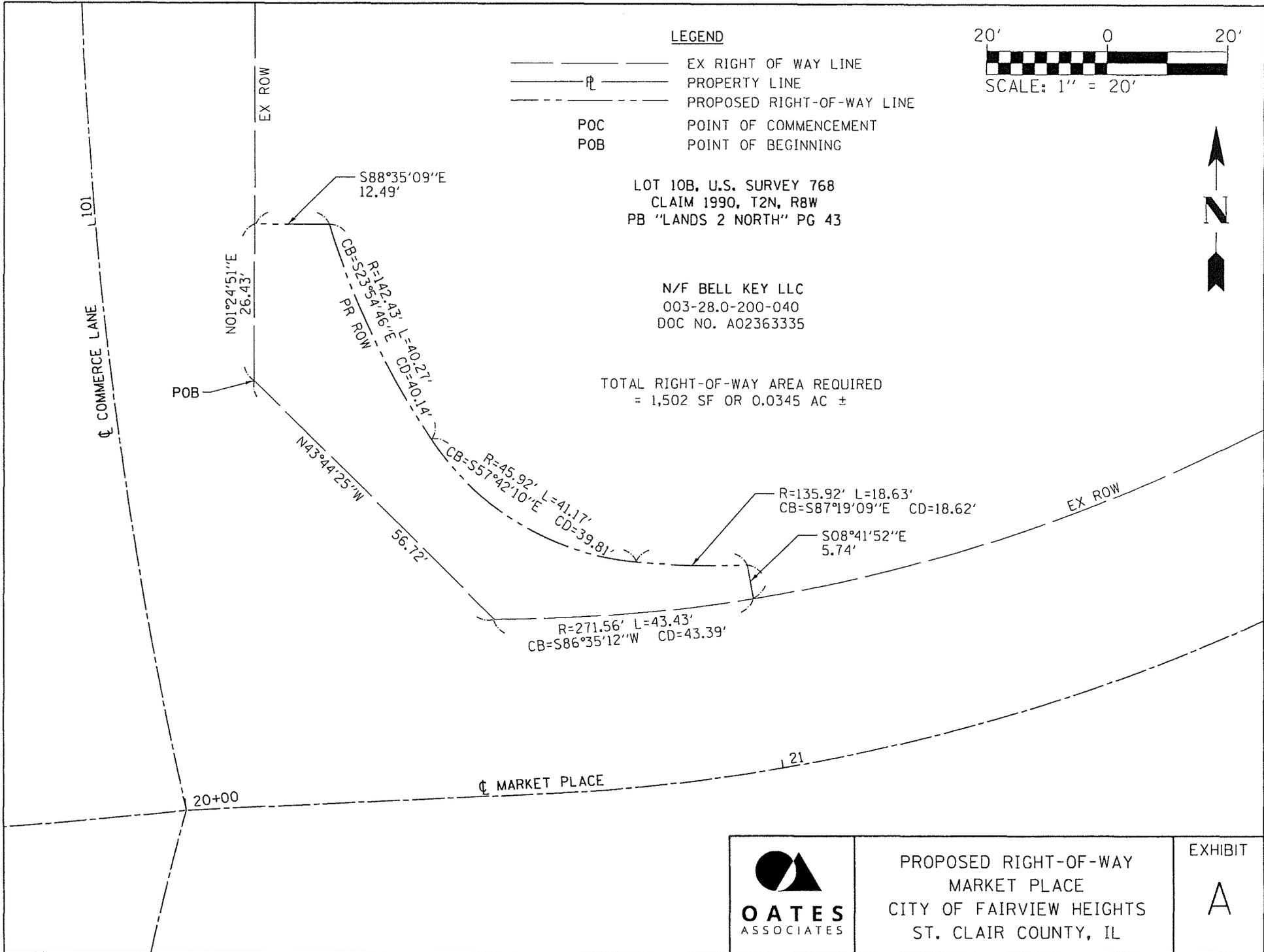
This instrument was acknowledged before me on February 5, 2020, by DAVID Q. wells Benke as Manager of Bell Key, LLC.

Subscribed and sworn to before me, a Notary Public, in and for the State of MO 5TH on FEBRUARY, 2020.

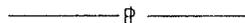
My Commission Expires:
03/28/2020



Shannon K. Johnson



LEGEND

-  EX RIGHT OF WAY LINE
-  PROPERTY LINE
-  PROPOSED RIGHT-OF-WAY LINE
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING



LOT 10B, U.S. SURVEY 768
 CLAIM 1990, T2N, R8W
 PB "LANDS 2 NORTH" PG 43

N/F BELL KEY LLC
 003-28.0-200-040
 DOC NO. A02363335

TOTAL RIGHT-OF-WAY AREA REQUIRED
 = 1,502 SF OR 0.0345 AC ±

COMMERCE LANE L 101

EX ROW

S88°35'09"E
 12.49'
 N01°24'51"E
 26.43'
 POB

R=142.43' L=40.27'
 CB=S23°54'46"E CD=40.14'
 PR ROW

N43°44'25"W
 56.72'

R=45.92' L=41.17'
 CB=S57°42'10"E CD=39.81'

R=135.92' L=18.63'
 CB=S87°19'09"E CD=18.62'

S08°41'52"E
 5.74'

R=271.56' L=43.43'
 CB=S86°35'12"W CD=43.39'

EX ROW

MARKET PLACE

20+00

21

	<p>PROPOSED RIGHT-OF-WAY MARKET PLACE CITY OF FAIRVIEW HEIGHTS ST. CLAIR COUNTY, IL</p>	<p>EXHIBIT A</p>
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EXHIBIT B

Right of Way

Route: Market Place & Commerce Drive

County: St. Clair

Owner: Bell Key LLC

Parcel Number: 03-28.0-200-040

Part of Lot 10B 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 Plat Book "Lands 2 North" on Page 43, described as follows:

Beginning at the intersection of the easterly right of way line of Commerce Lane with the northerly right of way line of Market Place, reference being had to the Market Place Extension and Plaza Drive Relocation Statutory Plat recorded in said Recorder's Office in Plat Book 90 on Page 72; thence on an assumed bearing of North 01 degree 24 minutes 51 seconds East on said easterly right of way line, 26.43 feet; thence South 88 degrees 35 minutes 09 seconds East, 12.49 feet; thence southeasterly 40.27 feet on a non-tangential curve to the left, having a radius of 142.43 feet, the chord of said curve bears South 23 degrees 54 minutes 46 seconds East, 40.14 feet; thence southeasterly 41.17 feet on a curve to the left, having a radius of 45.92 feet, the chord of said curve bears South 57 degrees 42 minutes 10 seconds East, 39.81 feet; thence southeasterly 18.63 feet on a curve to the left, having a radius of 135.92 feet, the chord of said curve bears South 87 degrees 19 minutes 09 seconds East, 18.62 feet; thence South 08 degrees 41 minutes 52 seconds East, 5.74 feet to said northerly right of way line; thence westerly 43.43 feet on a non-tangential curve to the right, having a radius of 271.56 feet, the chord of said curve bears South 86 degrees 35 minutes 12 seconds West, 43.39 feet; thence North 43 degrees 44 minutes 25 seconds West continuing on said northerly right of way line, 56.72 feet to the Point of Beginning.

Said parcel contains 1,502 square feet or 0.0345 acre, more or less.

N/F H & S INVESTMENTS GROUP, LLC
03-28.0-200-064

N/F BELL KEY LLC
03-28.0-200-040

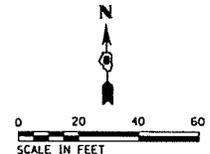
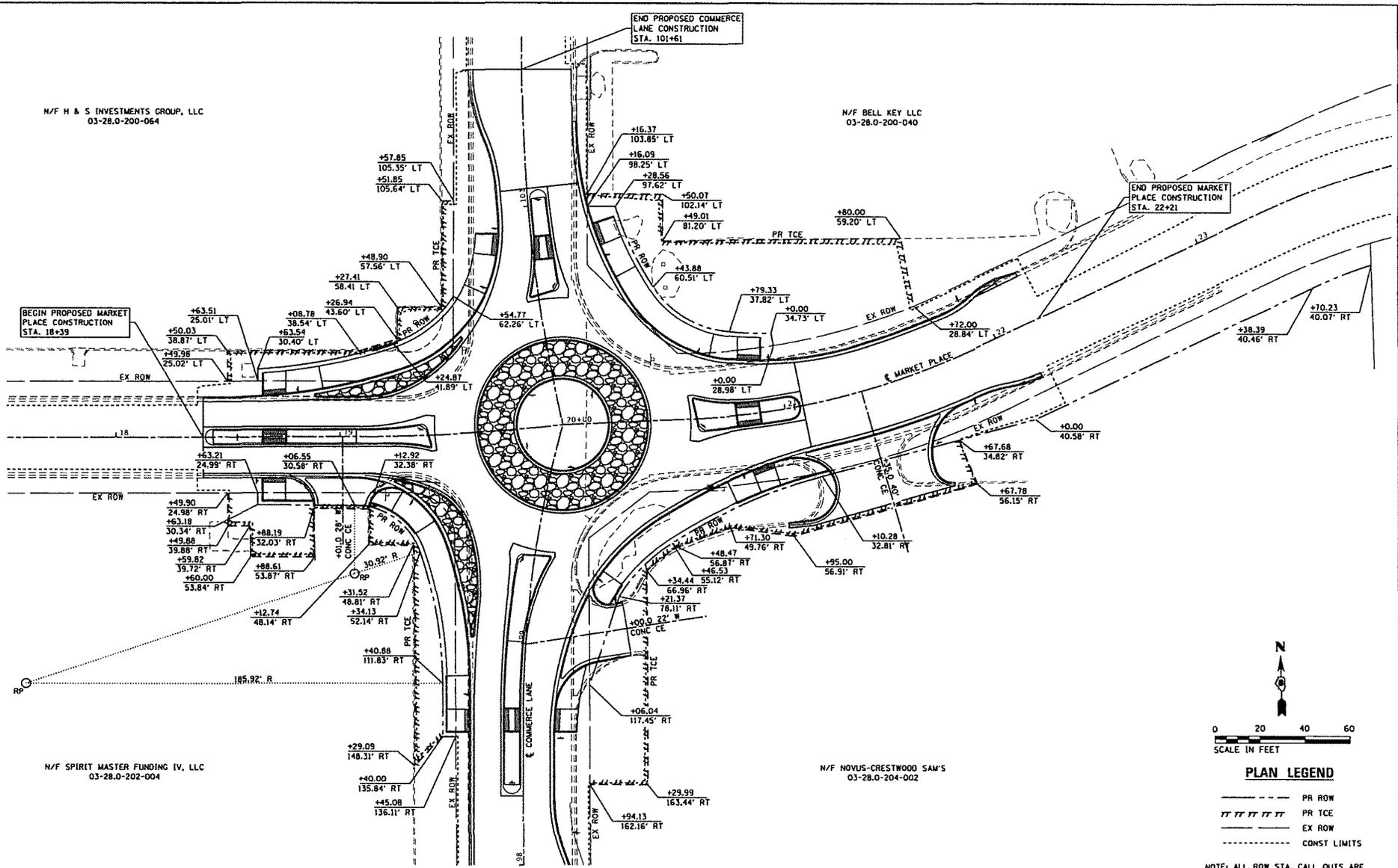
N/F SPIRIT MASTER FUNDING IV, LLC
03-28.0-202-004

N/F NOVUS-CRESTWOOD SAM'S
03-28.0-204-002

END PROPOSED COMMERCE
LANE CONSTRUCTION
STA. 101+61

END PROPOSED MARKET
PLACE CONSTRUCTION
STA. 22+21

BEGIN PROPOSED MARKET
PLACE CONSTRUCTION
STA. 18+39



PLAN LEGEND

- PR ROW
- ||||| PR TCE
- EX ROW
- CONST LIMITS

NOTE: ALL ROW STA. CALL OUTS ARE
BASED OFF OF MARKET PLACE ALIGNMENT



USER NAME	DESIGNED	REVISED
PROJECT SCALE	CHECKED	REVISED
PRINT DATE	DATE	REVISED

**STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION**

ROW PLAN SHEET

SCALE: 1" = 20' SHEET 1 OF 1 SHEETS STA. TO STA.

PROJECT	SECTION	COUNTY	TOTAL SHEETS
9326	12-60042-01-PV	ST. CLAIR	105
MARKET PLACE ROUNDABOUT		CONTRACT NO.	

[SUNSHINE] ILL. AD. PROJECT

ILLINOIS DESIGN FIRM LICENSE NO. 184.001115
 MARKET PLACE ROUNDABOUT CAD. SHEET 011115A.CAD (12/15/10)

Owner: Spirit Master Funding IV, LLC
Address: 10785 Lincoln Trail, Fairview Heights, IL 62208
Route: Market Place Roundabout
County: St. Clair
P.I.N. No.: 03-28.0-202-004
Section: 16-00042-01-PV

TEMPORARY CONSTRUCTION EASEMENT I
(Limited Liability Company)

Spirit Master Funding IV, LLC, a Delaware limited liability company (as successor by merger to Cole OL Fairview Heights IL, LLC) (“Grantor”), for and in consideration of the sum of Five Thousand One Hundred Forty Dollars and no cents (\$5,140.00), and other good and valuable considerations, the receipt of which is hereby acknowledged, and in consideration of the other mutual covenants and conditions herein expressed, hereby grants and conveys to the City of Fairview Heights (“Grantee”), a non-exclusive temporary construction easement for the purpose of the design, construction, and installation, of the streetscape located adjacent to the Easement Premises (as hereinafter defined), on, over, and through the following described real estate:

See attached Legal Description designated Exhibit A.

situated in the County of St. Clair, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the “Easement Premises.”

The right, easement and privilege granted to Grantee herein shall terminate on the date that is two (2) years from the execution by Grantor of this document, or on the completion of the proposed project, whichever is the sooner.

Grantor shall have and retain all rights to use and occupy the Easement Premises and access to Grantor’s remaining property, except as herein expressly granted; provided, however, that Grantor’s use and occupation of the Easement Premises may not unreasonably interfere with Grantee’s use of the Easement Premises for the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims for consideration or compensation arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the Easement Premises for roadway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee’s agents which may cause damage to the Grantor’s remaining property.

Grantee shall return the Easement Premises to its prior condition after completing the construction, maintenance or other improvements to the streetscape located adjacent to the Easement Premises. By accepting this Temporary Construction Easement, Grantee agrees to exercise reasonable care to avoid damage to the Easement Premises.

Grantee shall indemnify, defend and hold Grantor, its employees, officers, directors, members, managers, agents and affiliates for from and against any and all claims, losses, damages, liabilities and expenses (including reasonable attorneys' fees) arising out of Grantee's use of, and access to, the Easement Premises. Grantee will cause its contractors to maintain adequate insurance to cover such contractors' access and activities on the Easement Premises.

Nothing contained herein shall be construed as creating any rights on the part of the general public in the Easement Premises or any part thereof, and the provisions hereof are not intended and do not constitute a dedication for public use. Nothing contained herein is intended to, or shall be for the benefit of any person or entity, not a party hereto, and no person, or entity other than the parties hereto shall have any right or cause of action hereunder.

This grant shall constitute a burden on the Easement Premises, which runs with the land, and shall be binding upon the legal representative, successors and assigns of Grantor.

GRANTOR:

SPIRIT MASTER FUDNING IV, LLC, a Delaware limited liability company, as successor by merger to Cole OL Fairview Heights IL, LLC

By: Spirit SPE Manager, LLC, a Delaware limited liability company, its Manger

By: _____
Name: _____
Its: _____

GRANTEE:

CITY OR FAIRVIEW HEIGHTS

By: _____
Name: _____
Is: _____

STATE OF TEXAS)
)
COUNTY OF DALLAS) SS

This instrument was acknowledged before me on _____, 2020, by _____
_____ as _____ of

Spirit SPE Manager, LLC, a Delaware limited liability company, the Manager of SPIRIT MASTER FUNDING IV, LLC, a Delaware limited liability company, on behalf of the limited liability company.

Subscribed and sworn to before me, a Notary Public, in and for the State of Texas on _____, 2020.

My Commission Expires:

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

This instrument was acknowledged before me on _____, 2020, by _____
_____ as _____ of City

of Fairview Heights, an Illinois municipal corporation, on behalf of the municipal corporation.

Subscribed and sworn to before me, a Notary Public, in and for the State of Illinois on _____, 2020.

My Commission Expires:

EXHIBIT A

Temporary Construction Easement
Route: Market Place & Commerce Drive
County: St. Clair
Owner: Spirit Master Funding IV, LLC
Parcel Number: 03-28.0-202-004

Part of Lot 1 of the Resubdivision of Parcel 3A of a Subdivision of Lot 3 of Market Place One, being part of 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 as Document No. A02010417, described as follows:

Beginning at a point 24.98 feet right of Station 18+49.90 on the centerline of Market Place as surveyed by Oates Associates, Inc. for the City of Fairview Heights, Illinois; thence easterly on the southerly right of way line of Market Place to a point 24.99 feet right of Station 18+63.21 on said centerline; thence southerly on the proposed southerly right of way line of Market Place to a point 30.34 feet right of Station 18+63.18 on said centerline; thence easterly continuing on said proposed southerly right of way line to a point 30.58 feet right of Station 19+06.55 on said centerline; thence southeasterly on the proposed westerly right of way line of Commerce Lane being a curve to the right, having a radius of 30.92 feet to a point 52.14 feet right of Station 19+34.13 on said centerline; thence southeasterly continuing on said proposed westerly right of way line being a curve to the right, having a radius of 185.92 feet to a point 111.83 feet right of Station 19+40.88 on said centerline; thence southerly continuing on said proposed westerly right of way line to a point 135.84 feet right of Station 19+40.00 on said centerline; thence southwesterly to a point 148.31 feet right of Station 19+29.09 on said centerline; thence northerly to a point 48.81 feet right of Station 19+31.52 on said centerline; thence westerly to a point 48.14 feet right of Station 19+12.74 on said centerline; thence northerly to a point 32.38 feet right of Station 19+12.92 on said centerline; thence westerly to a point 32.03 feet right of Station 18+88.19 on said centerline; thence southerly to a point 53.87 feet right of Station 18+88.61 on said centerline; thence westerly to a point 53.84 feet right of Station 18+60.00 on said centerline; thence northerly to a point 39.72 feet right of Station 18+59.82 on said centerline; thence westerly to a point 39.88 feet right of Station 18+49.88 on said centerline; thence northerly to the Point of Beginning.

Said parcel contains 2,055 square feet or 0.0472 acre, more or less. And as shown on the Right of Way Plan Sheet attached hereto and made a part hereof.

Owner: Spirit Master Funding IV, LLC
Address: 10785 Lincoln Trail, Fairview Heights, IL 62208
Route: Market Place Roundabout
County: St. Clair
P.I.N. No.: 03-28.0-202-004
Section: 16-00042-01-PV

SPECIAL WARRANTY DEED
(Limited Liability Company) (Non-Freeway)

Spirit Master Funding IV, LLC, a Delaware limited liability company, (as successor by merger to Cole OL Fairview Heights IL, LLC) (Grantor), for and in consideration of the sum of Nineteen Thousand Six Hundred Dollars and no cents (\$19,600.00), and other good and valuable considerations, the receipt of which is hereby acknowledged, and in consideration of the other mutual covenants and conditions herein expressed, grants, conveys, bargains and sells to the City of Fairview Heights, ("Grantee"), the following described real estate:

See attached Right of Way rendering designated Exhibit A and legal description designated Exhibit B

situated in the City of Fairview Heights, County of St. Clair State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "Property."

SUBJECT TO all current taxes not yet due and payable, assessments and any other liens arising therefrom, all reservations in patents, deed restrictions, if any, all easements, rights of way, covenants, conditions, restrictions, encroachments, liens, encumbrances, obligations and liabilities as may appear of record, and all other matters that can be determined by a visual inspection or a complete and accurate survey of the Property.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims for consideration or compensation arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the Property for streetscape improvement purposes.

Grantor and Grantee acknowledge this Special Warranty Deed is exempt under 35 ILCS 200/31-45(b), the Illinois Real Estate Transfer Tax Law.

And Grantor hereby binds itself to warrant and defend title to the Property as against all acts of Grantor and none other, subject to the matters above set forth.

Dated this _____ day of _____, 2020.

GRANTOR:

SPIRIT MASTER FUDNING IV, LLC, a Delaware limited liability company, as successor by merger to Cole OL Fairview Heights IL, LLC

By: Spirit SPE Manager, LLC, a Delaware limited liability company, its Manger

By: _____

Name: _____

Its: _____

GRANTEE:

CITY OR FAIRVIEW HEIGHTS

By: _____

Name: _____

Is: _____

STATE OF TEXAS)

)

SS

COUNTY OF DALLAS)

This instrument was acknowledged before me on _____, 2020, by _____ as _____ of

Spirit SPE Manager, LLC, a Delaware limited liability company, the Manager of SPIRIT MASTER FUNDING IV, LLC, a Delaware limited liability company, on behalf of the limited liability company.

Subscribed and sworn to before me, a Notary Public, in and for the State of Texas on _____, 2020.

My Commission Expires:

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

This instrument was acknowledged before me on _____, 2020, by _____
_____ as _____ of City
of Fairview Heights, an Illinois municipal corporation, on behalf of the municipal corporation.

Subscribed and sworn to before me, a Notary Public, in and for the State of Illinois on ____
_____, 2020.

My Commission Expires:

EXHIBIT B

Right of Way

Route: Market Place & Commerce Drive

County: St. Clair

Owner: Spirit Master Funding IV, LLC

Parcel Number: 03-28.0-202-004

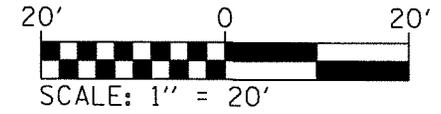
Part of Lot 1 of the Resubdivision of Parcel 3A of a Subdivision of Lot 3 of Market Place One, being part of U.S. Survey 768, Claim 1990, Township 2 North, Range 8 West of the Third Principal Meridian, St. Clair County, Illinois, reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois as Document No. A02010417, described as follows:

Beginning at the northeast corner of said Lot 1, said point being on the westerly right of way line of Commerce Lane; thence on an assumed bearing of South 01 degree 09 minutes 31 seconds West on said westerly right of way line, 90.08 feet; thence North 88 degrees 41 minutes 50 seconds West, 5.95 feet; thence North 01 degree 18 minutes 10 seconds East, 24.03 feet; thence northwesterly 60.42 feet on a curve to the left, having a radius of 185.92 feet, the chord of said curve bears North 08 degrees 00 minute 28 seconds West, 60.16 feet; thence northwesterly 38.46 feet on a curve to the left, having a radius of 30.92 feet, the chord of said curve bears North 52 degrees 57 minutes 21 seconds West, 36.03 feet; thence North 88 degrees 35 minutes 35 seconds West, 43.37 feet; thence North 01 degree 25 minutes 27 seconds East, 5.34 feet to the southerly right of way line of Market Place; thence South 88 degrees 50 minutes 29 seconds East on said southerly right of way line, 68.01 feet; thence southeasterly 31.42 feet continuing on said southerly right of way line being a curve to the right, having a radius of 20.00 feet, the chord of said curve bears South 43 degrees 50 minutes 29 seconds East, 28.28 feet to the Point of Beginning.

Said parcel contains 1,568 square feet or 0.0360 acre, more or less.

CL MARKET PLACE 119

20+00



N01°25'27"E
5.34'

S88°50'29"E 68.01'

EX ROW

R=20.00' L=31.42'
CB=S43°50'29"E CD=28.28'

PR ROW

N88°35'35"W 43.37'

R=30.92' L=38.46'
CB=N52°57'21"W CD=36.03'

POB

LOT 1

RESUBDIVISION OF PARCEL 3A OF
"A SUBDIVISION OF LOT 3 OF
MARKET PLACE ONE"
DOC NO. A02010417

N/F SPIRIT MASTER FUNDING IV, LLC
03-28.0-202-004
DOC NO. A02014322

TOTAL RIGHT-OF-WAY AREA
REQUIRED = 1,568 SF OR 0.0360 AC ±

R=185.92' L=60.42'
CB=N08°00'28"W CD=60.16'

S01°09'31"W 90.08'

CL COMMERCE LANE

N/F NOVUS-CRESTWOOD SAM'S
03-28.0-204-002
DOC NO. A02463676

LOT 4A
MARKET PLACE PHASE TWO
PB 73 PG 17

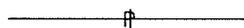
EX ROW

N01°18'10"E
24.03'

EX ROW

N88°41'50"W
5.95'

LEGEND

-  EX RIGHT OF WAY LINE
-  PROPERTY LINE
-  PROPOSED RIGHT-OF-WAY LINE
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING



PROPOSED RIGHT-OF-WAY
MARKET PLACE
CITY OF FAIRVIEW HEIGHTS
ST. CLAIR COUNTY, IL

EXHIBIT

A

Owner: Novus-Crestwood Sams
Address: 10865 Lincoln Trail, Fairview Heights, IL 62208
Route: Market Place Roundabout
County: St. Clair
P.I.N. No.: 03-28.0-204-002
Section: 16-00042-01-PV

TEMPORARY CONSTRUCTION EASEMENT I
(Limited Liability Company)

Novus-Crestwood Sams, a corporation organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to do business under the Statutes of the State of Illinois, (Grantor), for and in consideration of the sum of Fourteen Thousand Two Hundred Twenty-five Dollars and no cents (\$14,225.00), and other good and valuable considerations, the receipt of which is hereby acknowledged, and in consideration of the other mutual covenants and conditions herein expressed, and pursuant to the authority given by the member(s) of said company, hereby represents that Grantor owns the fee simple title to and grants and conveys to the City of Fairview Heights (Grantee), a temporary construction easement for the purpose of the design, construction, installation, and any other improvement to the streetscape, on, over, and through the following described real estate:

See attached Legal Description designated Exhibit C.

situated in the County of St. Clair, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

The right, easement and privilege granted herein shall terminate three (3) years from the execution of this document, or on the completion of the proposed project, whichever is the sooner.

Grantor shall have and retain all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantor's use and occupation of the premises may not interfere with Grantee's use of the premises for the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representative, successors and assigns of Grantor.

Owner: Novus-Crestwood Sams
Address: 10865 Lincoln Trail, Fairview Heights, IL 62208
Route: Market Place Roundabout
County: St. Clair
P.I.N. No.: 03-28.0-204-002
Section: 16-00042-01-PV

TEMPORARY CONSTRUCTION EASEMENT I
(Limited Liability Company)

Novus-Crestwood Sams, a corporation organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to do business under the Statutes of the State of Illinois, (Grantor), for and in consideration of the sum of _____ Dollars and no cents (\$_____), and other good and valuable considerations, the receipt of which is hereby acknowledged, and in consideration of the other mutual covenants and conditions herein expressed, and pursuant to the authority given by the member(s) of said company, hereby represents that Grantor owns the fee simple title to and grants and conveys to the City of Fairview Heights (Grantee), a temporary construction easement for the purpose of the design, construction, installation, and any other improvement to the streetscape, on, over, and through the following described real estate:

See attached Legal Description designated Exhibit C.

situated in the County of St. Clair, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

The right, easement and privilege granted herein shall terminate three (3) years from the execution of this document, or on the completion of the proposed project, whichever is the sooner.

Grantor shall have and retain all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantor's use and occupation of the premises may not interfere with Grantee's use of the premises for the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representative, successors and assigns of Grantor.

NOVUS-CRESTWOOD SAMS

CITY OF FAIRVIEW HEIGHTS

By: _____

By: _____

Print: _____

Print: _____

Dated this _____ day of _____, 2019.

STATE OF ILLINOIS)
)
COUNTY OF ST. CLAIR)

SS

This instrument was acknowledged before me on _____, 2019,
by _____ as _____
of _____.

Subscribed and sworn to before me, a Notary Public, in and for the State of
Illinois on _____, 2019.

My Commission Expires:

EXHIBIT C

Temporary Construction Easement
Route: Market Place & Commerce Drive
County: St. Clair
Owner: Novus-Crestwood Sam's
Parcel Number: 03-28.0-204-002

Part of Lot 4A of Market Place Phase Two, being part of Lot 10B in U.S. Survey 768, Claim 1990 and part of Lot 4 of Section 28, 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 Plat Book 73 on Page 17, described as follows:

Beginning at a point 117.45 feet right of Station 20+06.04 on the centerline of Market Place as surveyed by Oates Associates, Inc. for the City of Fairview Heights, Illinois; thence northeasterly on the proposed southerly right of way line of Market Place to a point 78.11 feet right of Station 20+21.37 on said centerline; thence northeasterly continuing on said proposed southerly right of way line being a curve to the right, having a radius of 80.92 feet to a point 55.12 feet right of Station 20+46.53 on said centerline; thence northeasterly continuing on said proposed southerly right of way line being a curve to the right, having a radius of 235.92 feet to a point 32.81 feet right of Station 21+10.28 on said centerline; thence continuing on said proposed southerly right of way line to a point 34.82 feet right of Station 21+67.68 on said centerline; thence southeasterly to a point 56.15 feet right of Station 21+67.78 on said centerline; thence southwesterly to a point 56.91 feet right of Station 20+95.00 on said centerline; thence northwesterly to a point 49.76 feet right of Station 20+71.30 on said centerline; thence southwesterly to a point 56.87 feet right of Station 20+48.47 on said centerline; thence southwesterly to a point 66.96 feet right of Station 20+34.44 on said centerline; thence southerly to a point 163.44 feet right of Station 20+29.99 on said centerline; thence westerly to a point 162.16 feet right of Station 19+94.13 on said centerline; thence northerly on the easterly right of way line of Commerce Lane to the Point of Beginning.

Said parcel contains 4,443 square feet or 0.1020 acre, more or less.

Owner: Novus-Crestwood Sams
Address: 10865 Lincoln Trail, Fairview Heights, IL 62208
Route: Market Place Roundabout
County: St. Clair
P.I.N. No.: 03-28.0-204-002
Section: 16-00042-01-PV

WARRANTY DEED
(Corporation) (Non-Freeway)

Novus-Crestwood Sams, a corporation, organized and existing under and by virtue of the laws of the State of Delaware and duly authorized to do business under the Statutes of the State of Illinois, (Grantor), for and in consideration of the sum of Sixty-five Thousand Five Hundred Four Dollars and no cents (\$65,504.00), and other good and valuable considerations, the receipt of which is hereby acknowledged, and in consideration of the other mutual covenants and conditions herein expressed, and pursuant to the authority given by the member(s) of said limited liability company, grants, conveys, and warrants to the City of Fairview Heights, (Grantee), the following described real estate:

See attached Right of Way rendering designated Exhibit A and legal description designated Exhibit B.

situated in the City of Fairview Heights, County of St. Clair State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for streetscape improvement purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

The Parties acknowledge this Warranty Deed is exempt under 35 ILCS 200/31-45(b), the Illinois Real Estate Transfer Tax Law.

NOVUS-CRESTWOOD SAMS

CITY OF FAIRVIEW HEIGHTS

By: _____

By: _____

Print: _____

Print: _____

Dated this _____ day of _____, 2019.

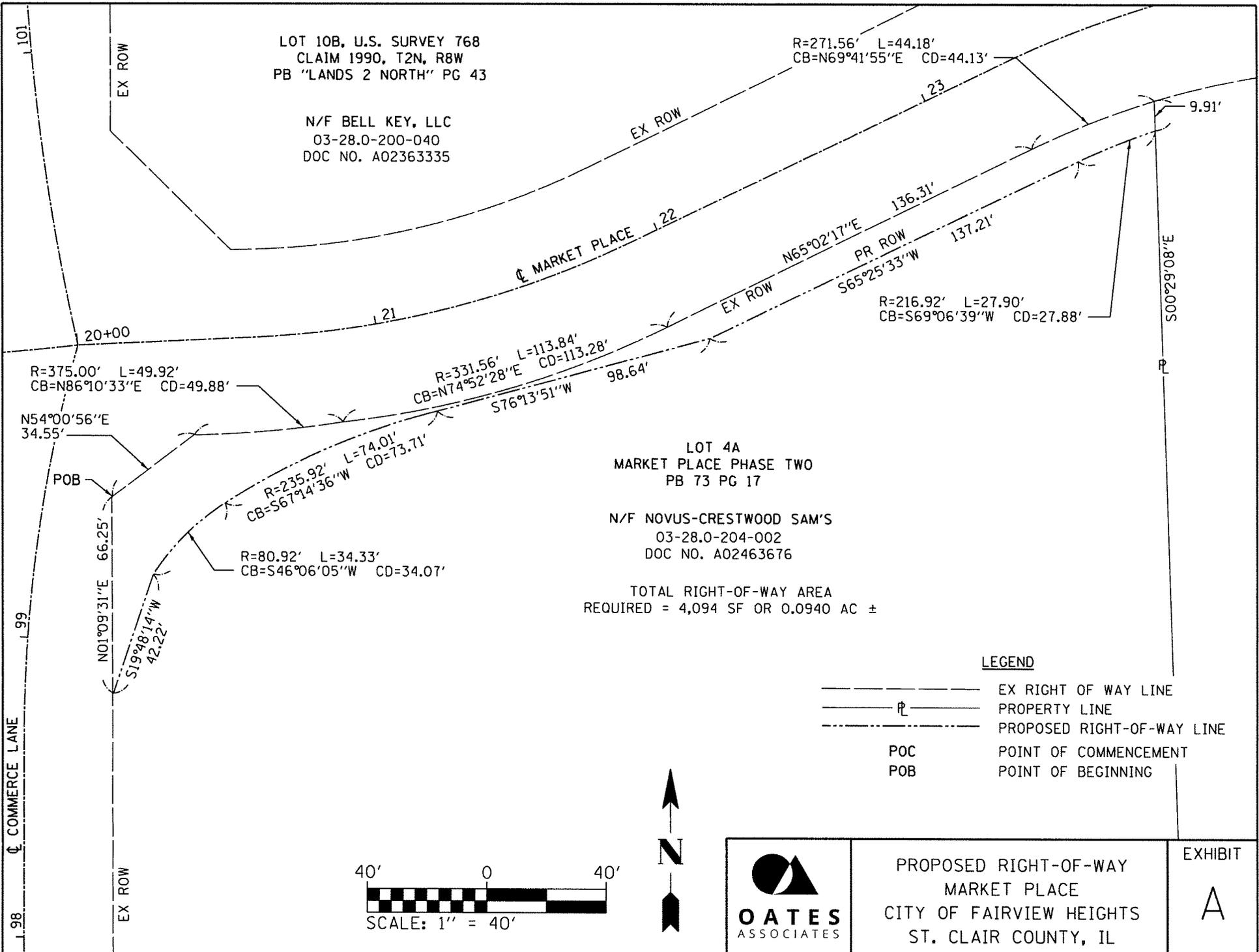
STATE OF ILLINOIS)
)
COUNTY OF ST. CLAIR)

SS

This instrument was acknowledged before me on _____, 2019, by _____
_____ as _____ of _____
_____.

Subscribed and sworn to before me, a Notary Public, in and for the State of
Illinois on _____, 2019.

My Commission Expires:



LOT 10B, U.S. SURVEY 768
CLAIM 1990, T2N, R8W
PB "LANDS 2 NORTH" PG 43

N/F BELL KEY, LLC
03-28.0-200-040
DOC NO. A02363335

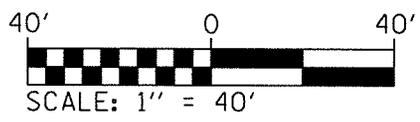
LOT 4A
MARKET PLACE PHASE TWO
PB 73 PG 17

N/F NOVUS-CRESTWOOD SAM'S
03-28.0-204-002
DOC NO. A02463676

TOTAL RIGHT-OF-WAY AREA
REQUIRED = 4,094 SF OR 0.0940 AC ±

LEGEND

- EX RIGHT OF WAY LINE
- P — PROPERTY LINE
- - - PROPOSED RIGHT-OF-WAY LINE
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING



PROPOSED RIGHT-OF-WAY
MARKET PLACE
CITY OF FAIRVIEW HEIGHTS
ST. CLAIR COUNTY, IL

EXHIBIT
A

EXHIBIT B

Right of Way

Route: Market Place & Commerce Drive

County: St. Clair

Owner: Novus-Crestwood Sam's

Parcel Number: 03-28.0-204-002

Part of Lot 4A of Market Place Phase Two, being part of Lot 10B in U.S. Survey 768, Claim 1990 and part of Lot 4 of Section 28, 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 Plat Book 73 on Page 17, described as follows:

Beginning at the intersection of the easterly right of way line of Commerce Lane with the southerly right of way line of Market Place, reference being had to the Market Place Extension and Plaza Drive Relocation Statutory Plat recorded in said Recorder's Office in Plat Book 90 on Page 72; thence on an assumed bearing of North 54 degrees 00 minute 56 seconds East on said southerly right of way line, 34.55 feet; thence easterly 49.92 feet continuing on said southerly right of way line being a non-tangential curve to the left, having a radius of 375.00 feet, the chord of said curve bears North 86 degrees 10 minutes 33 seconds East, 49.88 feet; thence northeasterly 113.84 feet continuing on said southerly right of way line being a non-tangential curve to the left, having a radius of 331.56 feet, the chord of said curve bears North 74 degrees 52 minutes 28 seconds East, 113.28 feet; thence North 65 degrees 02 minutes 17 seconds East continuing on said southerly right of way line, 136.31 feet; thence northeasterly 44.18 feet continuing on said southerly right of way line being a curve to the right, having a radius of 271.56 feet, the chord of said curve bears North 69 degrees 41 minutes 55 seconds East, 44.13 feet to the east line of said Lot 4A; thence South 00 degree 29 minutes 08 seconds East on said east line, 9.91 feet; thence southwesterly 27.90 feet on a non-tangential curve to the left, having a radius of 216.92 feet, the chord of said curve bears South 69 degrees 06 minutes 39 seconds West, 27.88 feet; thence South 65 degrees 25 minutes 33 seconds West, 137.21 feet; thence South 76 degrees 13 minutes 51 seconds West, 98.64 feet; thence southwesterly 74.01 feet on a curve to the left, having a radius of 235.92 feet, the chord of said curve bears South 67 degrees 14 minutes 36 seconds West, 73.71 feet; thence southwesterly 34.33 feet on a curve to the left, having a radius of 80.92 feet, the chord of said curve bears South 46 degrees 06 minutes 05 seconds West, 34.07 feet; thence South 19 degrees 48 minutes 14 seconds West, 42.22 feet to said easterly right of way line; thence North 01 degree 09 minutes 31 seconds East on said easterly right of way line, 66.25 feet to the Point of Beginning.

Said parcel contains 4,094 square feet or 0.0940 acre, more or less.

N/F H & S INVESTMENTS GROUP, LLC
03-28.0-200-064

N/F BELL KEY LLC
03-28.0-200-040

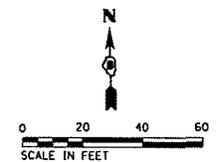
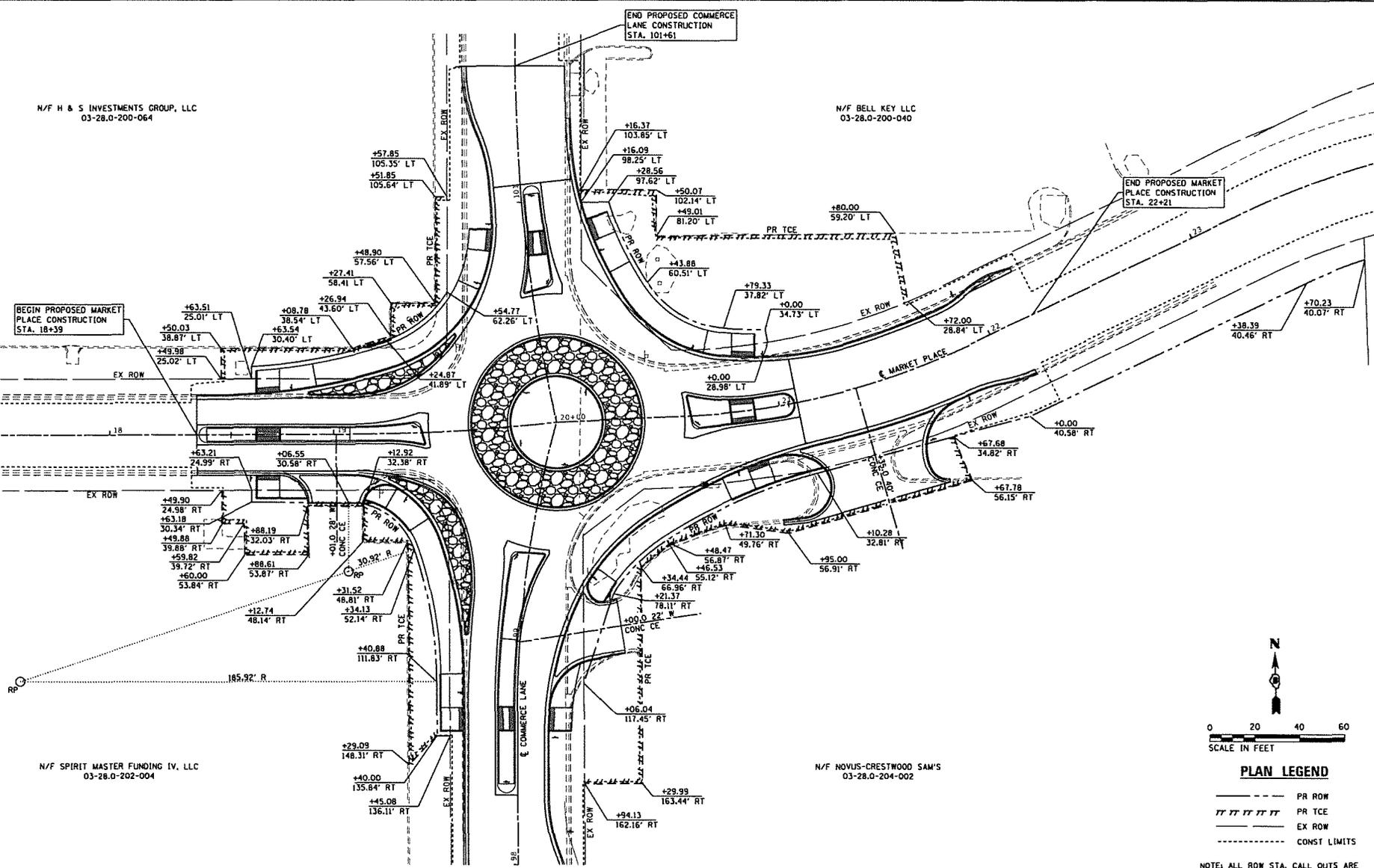
BEGIN PROPOSED MARKET
PLACE CONSTRUCTION
STA. 18+39

END PROPOSED COMMERCE
LANE CONSTRUCTION
STA. 101+61

END PROPOSED MARKET
PLACE CONSTRUCTION
STA. 22+21

N/F SPIRIT MASTER FUNDING IV, LLC
03-28.0-202-004

N/F NOVUS-CRESTWOOD SAM'S
03-28.0-204-002



PLAN LEGEND

- PR ROW
- PR TCE
- EX ROW
- CONST LIMITS

NOTE: ALL ROW STA. CALL OUTS ARE BASED OFF OF MARKET PLACE ALIGNMENT

OATES ASSOCIATES
www.oatesassociates.com
ILLINOIS DESIGN FIRM LICENSE NO. 184.001114

USER NAME = E.N.B.	DESIGNED -	REVISED -
PROJECT SCALE = 1/8" = 20' / 1/4" = 40'	DRAWN -	REVISED -
PLOT DATE = 2/25/2019	CHECKED -	REVISED -
	DATE =	REVISED -

**STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION**

ROW PLAN SHEET

SCALE: 1" = 20' SHEET 1 OF 1 SHEETS STA. TO STA.

P.A.D. RTE. 9326	SECTION 16-00042-01-PV	COUNTY ST. CLAIR	TOTAL SHEETS	SHEET NO.
MARKET PLACE ROUNDABOUT		CONTRACT NO.		

Memo

To: Elected Officials
From: John Harty-Director of Public Works
CC: Directors
Date: March 2, 2020
Re: Public Works Committee Agenda Overview



The first six items on the agenda for this meeting all pertain to right-of-way and temporary construction easement purchase for the reconstruction of the Market Place and Commerce Lane intersection. The property appraisals and negotiations have been administered and conducted by the State through preapproved appraisers and negotiators as a provision to the Federal funding the City is receiving for this project. All of the purchase figures below have been determined by the State-approved appraiser and represent fair market value.

The first of four conveyances has been settled and presented at the February meeting and is associated with the Weekends Only property that is need of right-of-way and TCE purchase. The funding for the property acquisition resides in the TIF 3 account, CIP Easements portion of the budget. The three remaining acquisitions are listed below by agenda number and require legislative action either through Ordinance for right-of-way purchase or Resolution for temporary construction easement.

Market Place Streetscape, II, Bell-Key, LLC-Temporary Construction Easement
(Agenda Item 1)

Bell Key, LLC owns the Hooters Development area and has agreed to settle the temporary construction easement for \$13,780.00 which has been deemed fair market value by the State approved appraiser.

Market Place Streetscape, II, Bell-Key, LLC-Right-of-Way Acquisition
(Agenda Item 2)

Right-of-Way is also needed for the proposed construction and Bell Key has agreed to \$19,600.00 as the purchase price as appraised by the State.

Market Place Streetscape, II, Spirit Master Funding, IV, LLC Temporary Construction Easement
(Agenda Item 3)

Spirit Master Funding IV, LLC owns the Old Time Property Development area and has agreed to settle the temporary construction easement for \$5,140.00 which has been deemed fair market value by the State approved appraiser.

Market Place Streetscape, II, Spirit Master Funding, IV, LLC Right-of-Way Acquisition
(Agenda Item 4)

Right-of-Way is also needed for the proposed construction and Spirit Master Funding has agreed to \$19,600.00 as the purchase price as appraised by the State.

Market Place Streetscape, II, Novus, LLC-Temporary Construction Easement
(Agenda Item 5)

Novus Crestwood Sam's owns the Party City Development area and has agreed to settle the temporary construction easement for \$14,225.00 which has been deemed fair market value by the State approved appraiser.

Market Place Streetscape, II, Novus, IV, LLC-Right-of-Way Acquisition
(Agenda Item 6)

Right-of-Way is also needed for the proposed construction and Novus Crestwood Sam's has agreed to \$65,504.00 as the purchase price as appraised by the State.

Director's Report - Project Updates
(Agenda Item 7)

Ashland Avenue/Old Collinsville Road – Intergovernmental Agreement

The department has not received the Intergovernmental Agreement mentioned in previous meetings. When received, the Agreement will be placed on a Committee meeting agenda. The County has selected Thouvenot, Wade and Moerchen to engineer and design the turn lane.

As discussed in the October Public Works Committee meeting, the County is drafting an Intergovernmental Agreement to outline the funding responsibilities associated with this joint effort to construct a turn lane on southbound Old Collinsville Road and Ashland Avenue.

The funding breakdown is estimated as follows:

<u>TASK</u>	<u>TOTAL</u>	<u>MATCH</u>	<u>COUNTY</u>	<u>CITY</u>
<i>Engineering</i>	<i>\$50,000</i>	<i>\$10,000</i>	<i>\$5,000</i>	<i>\$5,000</i>
<i>Right-of Way</i>	<i>\$30,000</i>	<i>\$6,000</i>	<i>\$3,000</i>	<i>\$3,000</i>
<i>Construction</i>	<i>\$217,862</i>	<i>\$43,572</i>	<i>\$21,786</i>	<i>\$21,786</i>
TOTAL	\$297,862	\$59,572	\$29,786	\$29,786

Hollandia Storm Drainage/Sanitary Sewer Improvements

Kamadulski Excavating has completed the sanitary sewer portion of this project and has yet to begin the drainage phase due to wet and winter weather conditions. As soon as the weather becomes more consistently appropriate, the project will resume.

Sullivan Drive Improvements

The Sullivan Drive Improvements project, funded and administered by St. Clair County, is scheduled to take place later this summer within the current year construction season. The Limits of the improvements will be our southern corporate boundary south to approximately three hundred feet south of Frank Scott Parkway.

Capitol Oaks Sanitary Sewer Improvements

Caseyville Township Sewer has plans to improve the sanitary sewers located in the Capitol Oaks Subdivision near Ogles Creek in the City. Construction should start near the end of the summer according to Caseyville Township.

MOTIONS

Agenda Item 1

Move to send to City Council with the recommendation of approval the purchase of temporary easement from Bell Key, LLC for \$13,780.00 for the construction of Market Place Streetscape, Phase II.

Agenda Item 2

Move to send to City Council with the recommendation of approval the purchase of right-of-way from Bell Key, LLC for \$20,300.00 for the construction of Market Place Streetscape, Phase II.

Agenda Item 3

Move to send to City Council with the recommendation of approval the purchase of temporary easement from Spirit Master Funding IV, LLC for \$5,140.00 for the construction of Market Place Streetscape, Phase II.

Agenda Item 4

Move to send to City Council with the recommendation of approval the purchase of right-of-way from Spirit Master Funding IV, LLC for \$19,600.00 for the construction of Market Place Streetscape, Phase II.

Agenda Item 5

Move to send to City Council with the recommendation of approval the purchase of temporary easement from Novus Crestwood Sam's, LLC for \$14,225.00 for the construction of Market Place Streetscape, Phase II.

Agenda Item 6

Move to send to City Council with the recommendation of approval the purchase of right-of-way from Novus Crestwood Sam's, LLC for \$65,504.00 for the construction of Market Place Streetscape, Phase II.



CITY OF FAIRVIEW HEIGHTS

PERSONNEL CODE

RESOLUTION NO. 925-'82

JUNE 1, 1982

UPDATED 2/2/93

UPDATED 2/18/2014 (RESOLUTION NO. 3798-2014)

UPDATED 9/2/2014 (RESOLUTION NO. 3858-2014)

UPDATED 12/20/2016 (RESOLUTION NO. 4077-2016)

UPDATED 4/18/2017 (RESOLUTION NO. 4103-2017)

UPDATED 1/18/2018 (RESOLUTION NO. 4200-2018)

SECTION 8. LONGEVITY SALARY INCREASE

- A. **ELIGIBILITY** - Only full time employees with continuous employment with the City, and who are rated as satisfactory, shall be eligible for a longevity increase. Police Officers holding the rank of Lieutenant, Captain or Chief of Police shall not be eligible to receive longevity increase.
- B. **TIMING** - Employees may become eligible at the completion of various years of employment with the City as indicated in the below listed chart. Part time employees who later become full time employees while in continuous service with the City shall be eligible for longevity increases beginning with their first date of continuous employment. (Resolution No. 2012-'93)
- C. **WITHHOLDING AND APPEAL** - It is the Department Head's obligation to insure that adequate personnel performance reviews are conducted and discussed with the employee. In the event an employee is not performing at the expected level, the longevity increase will be withheld for one year. An employee may appeal the withholding of a longevity increase through the provisions provided within the Code.
- D. **PROMOTIONS** - Promotions shall not affect the timing of longevity increase.
- E. **LONGEVITY PAY** – Full-time employees, hired on or before the passage of **RESOLUTION 3798-2014 (FEBRUARY 18, 2014)**, whose job performance is rated as satisfactory or better shall be eligible for longevity increases upon completion of the following years of service and shall receive, in addition to base wages, the longevity pay the higher of: 1) the longevity pay they were receiving immediately prior to the effective date of this resolution or; 2) longevity pay as determined in accordance with the following:
- F. **LONGEVITY INCREASES** - For employees hired prior to May 1, 1980 the percent of base salary for approved longevity increases shall be as follows:

AFTER COMPLETION OF YEARS OF SERVICE

YEAR									
ELIGIBLE	1	2	3	4	5	7	10	15	20
STEP	2	3	4	5	6	7	8	9	10
% of BASE	2	4	6	8	10	12	14	16	18

For employees hired on or after May 1, 1980 the percent of base salary for approved longevity increases shall be as follows:

AFTER COMPLETION OF YEARS OF SERVICE

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

(Per Res. No. 2795-2001)