



City of Fairview Heights

CITY COUNCIL MEETING AGENDA
10025 BUNKUM ROAD
FAIRVIEW HEIGHTS, IL 62208
MARCH 17, 2020
7:00 P.M.

- | | |
|-------------------------|---|
| A. Call to Order | F. <u>Consent Agenda:</u>
City Council Minutes – March 3, 2020
Finance Director's Report
Presentation of Bills: \$1,521,192.09 |
| B. Pledge of Allegiance | |
| C. Invocation | G. Committee Reports |
| D. Roll Call | H. Communications from Mayor |
| E. Public Participation | I. Communications from Elected Officials |

J. UNFINISHED BUSINESS

None

K. NEW BUSINESS

Proposed Ordinance No. 10-'20, an Ordinance affirming the purchase of certain real estate by the City for use as Right-Of-Way for the construction of a roundabout and streetscape improvements at the intersection of Market Place and Commerce Lane. (Operations Committee)

Proposed Ordinance No. 11-'20, an Ordinance affirming the purchase of certain real estate by the City for use as Right-Of-Way for the construction of a roundabout and streetscape improvements at the intersection of Market Place and Commerce Lane. (Operations Committee)

Proposed Ordinance No. 12-'20, an Ordinance affirming the purchase of certain real estate by the City for use as Right-of-Way for the construction of a roundabout and streetscape improvements at the intersection of Market Place and Commerce Lane. (Operations Committee)

Proposed Resolution No. 11-'20, a Resolution authorizing the Mayor to sign a Temporary Construction Easement for the construction of a roundabout at the intersection of Market Place and Commerce Lane. (Operations Committee)

Proposed Resolution No. 12-'20, a Resolution authorizing the Mayor to sign a Temporary Construction Easement for the construction of a roundabout at the intersection of Market Place and Commerce Lane. (Operations Committee)

NEW BUSINESS - continued

Proposed Resolution No. 13-'20, a Resolution authorizing the Mayor to sign a Temporary Construction Easement for the construction of a roundabout at the intersection of Market Place and Commerce Lane. (Operations Committee)

Proposed Resolution No. 14-'20, a Resolution authorizing the Mayor to enter into a Memorandum of Understanding between the Fairview Heights Police Department and the United States Secret Service to provide for reimbursement of funds for agents assigned to the Central and Southern Illinois Financial and Cyber Crimes Task Force. (Administration Committee)

Proposed Resolution No. 15-'20, a Resolution amending Resolution No. 4077-2016, passed December 20, 2016, and approved December 21, 2016; a Resolution amending Section 8 (E), Longevity Salary Increase. (Administration Committee)

L. ADJOURNMENT

**CITY OF FAIRVIEW HEIGHTS
CITY COUNCIL MINUTES
MARCH 3, 2020**

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

ROLL CALL

Roll call of Aldermen present: Frank Menn, Joshua Frawley, Pat Baeske, Brenda Wagner, Harry Zimmerman, Pat Peck, Anthony LeFlore, Ryan Vickers, Bill Poletti and Denise Williams. Mayor Mark Kupsy, City Clerk Karen Kaufhold and City Attorney Garrett Hoerner were also present.

PUBLIC PARTICIPATION

Andrea Isbel – inquiring about the time line for a cannabis Special Use Permit.

CONSENT AGENDA

Alderman Williams moved to approve the February 18, 2020 City Council Minutes and the Finance Directors Report. Seconded by Alderman Poletti. Motion carried.

COMMITTEE REPORTS

Mayor Kupsy announced the Operations Committee will meet March 4th, 7:00 P.M.

COMMUNICATIONS FROM THE MAYOR

Mayor Kupsy wished Alderman Poletti happy birthday; Mayor stated that he has received calls from residents who are concerned about the coronavirus and that the City is working with the State and St. Clair County Health Department and will release updates if anything would escalate; Mayor thanked the Police Department and the Major Case Squad for their excellent work solving the recent homicide in the City; Mayor stated that early voting is available at the Rec from 9:00 A.M. to 7:00 P.M.

COMMUNICATIONS FROM ELECTED OFFICIALS

Alderman Vickers stated that the City should talk to all participants who apply for a Cannabis License.

UNFINISHED BUSINESS

Proposed Ordinance No. 7-'20, an Ordinance affirming the purchase of certain real estate by the City for use as right-of-way for the construction of a roundabout and streetscape improvements at the intersection of Market Place and Commerce Lane

Roll call on Proposed Ordinance No. 7-'20 showed Aldermen Menn, Frawley, Baeske, Wagner, Zimmerman, Peck, LeFlore, Vickers, Poletti and Williams voting "Yea." Proposed Ordinance No. 7-'20 passed on 10 yeas and no nays.

Proposed Ordinance No. 7-'20 now becomes **ORDINANCE NO. 1864-2020**.

Proposed Ordinance No. 8-'20, an Ordinance amending Chapter 14, The Development Code, Article I, Section 14-1-11 (Rules and Definitions), Article II, Sections 14-2-11 (B-3 Community Business District), 14-2-15 (I – Industrial District) and Article IV (Supplementary Land Use and Area-Bulk Regulations) of the City of Fairview Heights Municipal Code pertaining to Adult-Use Cannabis. Motion by Alderman Wagner. Seconded by Alderman Frawley.

Alderman Baeske moved to advance Proposed Ordinance No. 8-'20 to the second reading. Seconded by Alderman Frawley.

Roll call on the motion showed Aldermen Menn, Frawley, Baeske, Wagner, Zimmerman, LeFlore, Vickers and Williams voting "Yea." Aldermen Peck and Poletti voting "Nay." Mayor Kupsky voting "Yea." Motion passed on 9 yeas and 2 nays.

Alderman Baeske moved to amend Proposed Ordinance No. 8-'20 by adding Section 14-2-13 (E) Adult Use Cannabis Dispensing Organizations to the list of special uses in the PB – Planned Business Zoning District. Seconded by Alderman Frawley.

Roll call on the Amendment showed Aldermen Menn, Frawley, Baeske, Zimmerman, LeFlore, Vickers and Williams voting "Yea." Aldermen Wagner, Peck and Poletti voting "Nay." Mayor Kupsky voting "Yea." Motion passed on 8 yeas and 3 nays.

Alderman Baeske moved to approve Proposed Ordinance No. 8-'20 as amended. Seconded by Alderman Williams. Motion carried.

Roll call on Proposed Ordinance No. 8-'20 as amended showed Aldermen Menn, Frawley, Baeske, Zimmerman, LeFlore, Vickers and Williams voting "Yea." Aldermen Wagner, Peck and Poletti voting "Nay." Mayor Kupsky voting "Yea." Proposed Ordinance No. 8-'20 passed on 8 yeas and 3 nays.

Proposed Ordinance No. 8-'20 now becomes **ORDINANCE NO. 1865-2020**.

Proposed Ordinance No. 9-'20, an Ordinance granting an Area Bulk Variance to allow signage in the M-2 Multi-Family Residential District to exceed the area of multiple dwelling signs at 21 Northbrook Circle, Fairview Heights, IL, PIN 03-28-403-014. Motion by Alderman Baeske. Seconded by Alderman Vickers.

Alderman Baeske moved to advance Proposed Ordinance No. 9-'20 to the second reading. Seconded by Alderman LeFlore.

Roll call on the motion to advance to the second reading showed Aldermen Menn, Frawley, Baeske, Zimmerman, Peck, LeFlore, Vickers, Poletti and Williams voting "Yea." Alderman Wagner voting "Nay." Motion passed on 9 yeas and 1 nay.

Proposed Ordinance No. 9-'20 was read for the second time.

UNFINISHED BUSINESS – continued - Proposed Ordinance No. 9-'20

Roll call on Proposed Ordinance No. 9-'20 showed Aldermen Wagner and LeFlore voting "Yea." Aldermen Menn, Frawley, Baeske, Zimmerman, Peck, Vickers, Poletti and Williams voting "Nay."

Proposed Ordinance No. 9-'20 failed on 2 yeas and 8 nays.

Alderman Baeske moved to deny Proposed Ordinance No. 9-'20. Seconded by Alderman Poletti.

Roll call on the motion to deny Proposed Ordinance No. 9-'20 showed Aldermen Menn, Frawley, Baeske, Zimmerman, Peck, Vickers, Poletti and Williams voting "Yea". Aldermen Wagner and LeFlore voting "Nay." Mayor Kupsy voting "Yea". Motion passed on 9 yeas and 2 nays.

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

Meeting adjourned at 7:46 P.M.

Respectfully submitted,

A handwritten signature in cursive script that reads "Karen J. Kaufhold". The signature is written in black ink and is positioned above the typed name.

KAREN J. KAUFHOLD
CITY CLERK

Memo

To: Mayor & City Council
From: Gina Rader – Finance Director
CC: City Clerk & Directors
Date: March 12, 2020
Re: Finance Report – March 17, 2020 City Council Meeting

Finance Committee Legislation

Bill List - The Finance Committee approved to forward the February Bill List of \$1,521,192.09 to March 17 City Council.

Budget - The Finance Department and the Mayor are currently working with all departments in preparing the FY 20-21 Budget. Our goal is to be able to have a date for Budget Review this week.

Sales Tax - Attached is the Sales Tax received in March, these numbers represent actual sales from the month of December. As in the past, this is our highest month of Sales Tax revenue. The numbers are just slightly under last year by less than 1%. Again, this number represents the lowest that the City has seen in 10 years.

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

DISTRIBUTION MONTH	MAY 2013 - APRIL 2014	MAY 2014 - APRIL 2015	MAY 2015 - APRIL 2016	MAY 2016 - APRIL 2017	MAY 2017 - APRIL 2018	MAY 2018 - APRIL 2019	MAY 2019 - APRIL 2020	% CHANGE	CHANGE IN DOLLARS
MAY	\$ 601,011.50	\$ 584,713.94	\$ 586,147.75	\$ 632,285.33	\$ 571,553.40	\$ 553,114.13	\$ 490,116.91	-11.4%	\$ (62,997.22)
JUN	655,667.46	647,401.33	708,268.15	696,077.63	677,065.69	676,704.83	654,604.36	-3.3%	\$ (22,100.47)
JUL	574,119.26	578,345.95	563,612.88	576,220.16	599,877.49	555,320.85	572,195.98	3.0%	\$ 16,875.13
AUG	586,795.92	593,876.18	607,839.70	608,444.47	600,057.37	607,357.54	585,032.16	-3.7%	\$ (22,325.38)
SEP	610,055.28	579,381.42	653,462.36	679,234.60	613,965.54	623,578.60	610,349.55	-2.1%	\$ (13,229.05)
OCT	554,178.50	550,782.54	573,059.41	572,368.09	476,801.05	540,557.44	562,791.28	4.1%	\$ 22,233.84
NOV	574,589.49	579,500.49	642,921.78	599,121.43	575,354.24	570,594.16	561,747.98	-1.6%	\$ (8,846.18)
DEC	468,313.25	588,998.17	626,164.49	612,305.99	581,474.30	577,677.65	585,185.60	1.3%	\$ 7,507.95
JAN	589,088.14	580,475.99	627,103.06	570,540.96	564,056.46	560,273.13	581,553.25	3.8%	\$ 21,280.12
FEB	687,960.48	680,833.91	695,015.32	678,820.57	672,397.54	668,036.72	644,092.22	-3.6%	\$ (23,944.50)
MAR	969,659.49	1,028,593.77	1,041,010.81	974,290.59	935,340.51	870,591.30	865,433.15	-0.6%	\$ (5,158.15)
APR	458,225.94	528,428.24	519,339.92	488,717.27	528,625.80	457,194.13			
YTD TOTAL	\$ 7,329,664.71	\$ 7,521,331.93	\$ 7,843,945.63	\$ 7,688,427.09	\$ 7,396,569.39	\$ 7,261,000.48	\$ 6,713,102.44		\$ (90,703.91)
YTD CHANGE	-6.7%	2.6%	4.3%	-2.0%	-3.8%	-1.8%			
MONTHLY AVG	\$ 610,805.39	\$ 626,777.66	\$ 653,662.14	\$ 640,702.26	\$ 616,380.78	\$ 605,083.37			

PROPOSED ORDINANCE NO. 10-'20

AN ORDINANCE AFFIRMING THE PURCHASE OF CERTAIN REAL ESTATE BY THE CITY FOR USE AS RIGHT-OF-WAY FOR THE CONSTRUCTION OF A ROUNDABOUT AND STREETScape IMPROVEMENTS AT THE INTERSECTION OF MARKET PLACE AND COMMERCE LANE.

WHEREAS, the City of Fairview Heights, in the best interest of its residents and motoring public desires to construct a roundabout and streetscape improvements at the intersection of Market Place and Commerce Lane;

WHEREAS, approximately 1,502 square feet or 0.0345 acre, in Parcel No. 03-28.0-200-040, is required for use as right-of-way in order to properly construct the proposed roundabout and streetscape improvements; and

WHEREAS, the City, through its engineering consultant, Oates Associates, Inc., the State of Illinois, and the property owner, Bell Key, LLC, an agreement has been attained on a fair cash market value of TWENTY THOUSAND THREE HUNDRED DOLLARS AND NO CENTS (\$20,300.00) for the property acquisition as described in the legal description attached hereto, made a part hereof, and marked "EXHIBIT A".

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

SECTION 1. AUTHORIZATION. After the effective date of the Ordinance, the Mayor be and is hereby authorized and directed to execute, on behalf of the City, a Warranty Deed for the City's acquisition of approximately 1,502 square feet or 0.0345 acre, in Parcel No. 03-28.0-200-040, from Bell Key, LLC, for the sum of TWENTY THOUSAND THREE HUNDRED DOLLARS AND NO CENTS (\$20,300.00) for right-of-way purposes required for the construction of a roundabout and streetscape

improvements at the intersection of Market Place and Commerce Lane legally described and attached hereto, made and part hereof, and marked "EXHIBIT A".

SECTION 2. RECORDING. The City Clerk shall cause this Ordinance to be recorded in the Office of the Recorder of Deeds of St. Clair County, Illinois, after its passage and approval.

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

READ FIRST TIME:

READ SECOND TIME:

PASSED:

APPROVED:

MARK T. KUPSKY – MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD – CITY CLERK

"EXHIBIT A"

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 BEAHE, Manager

Print: _____

Dated this 5 day of February, 2020.

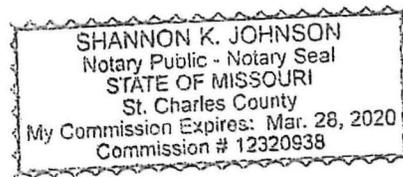
STATE OF MISSOURI)
)
COUNTY OF ST. LOUIS)

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

EXHIBIT B

Right of Way

Route: Market Place & Commerce Drive

County: St. Clair

Owner: Bell Key LLC

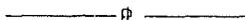
Parcel Number: 03-28.0-200-040

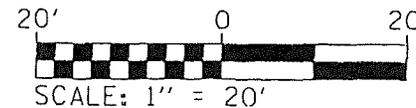
Part of Lot 10B in U.S. Survey 768, Claim 1990, Township 2 North, Range 8 West of the Third Principal Meridian, St. Clair County, Illinois reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois in Plat Book "Lands 2 North" on Page 43, described as follows:

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.

LEGEND

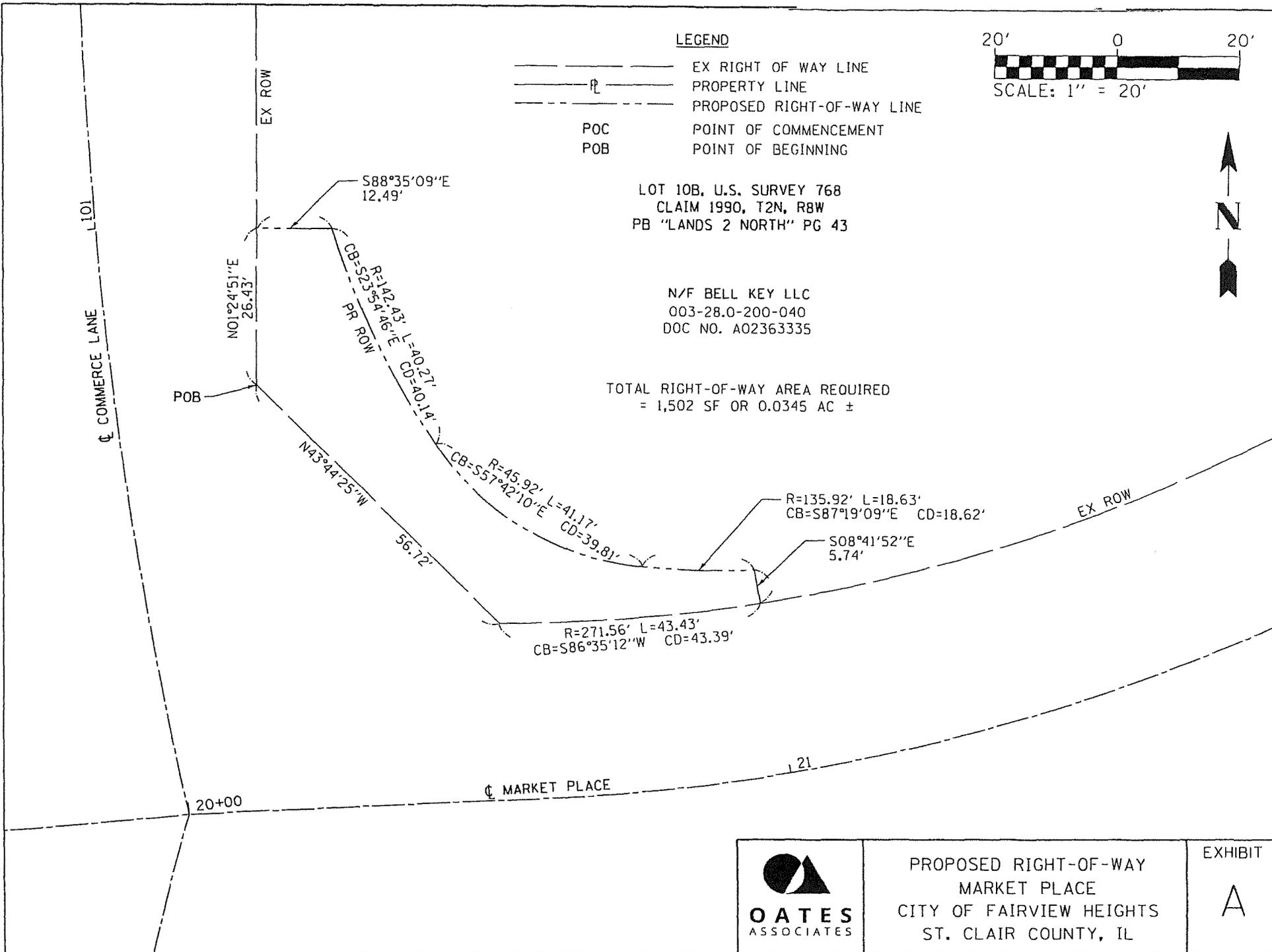
-  EX RIGHT OF WAY LINE
-  PROPERTY LINE
-  PROPOSED RIGHT-OF-WAY LINE
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING



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 ±



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

EXHIBIT
A

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

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

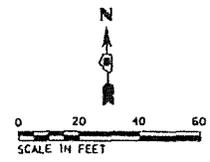
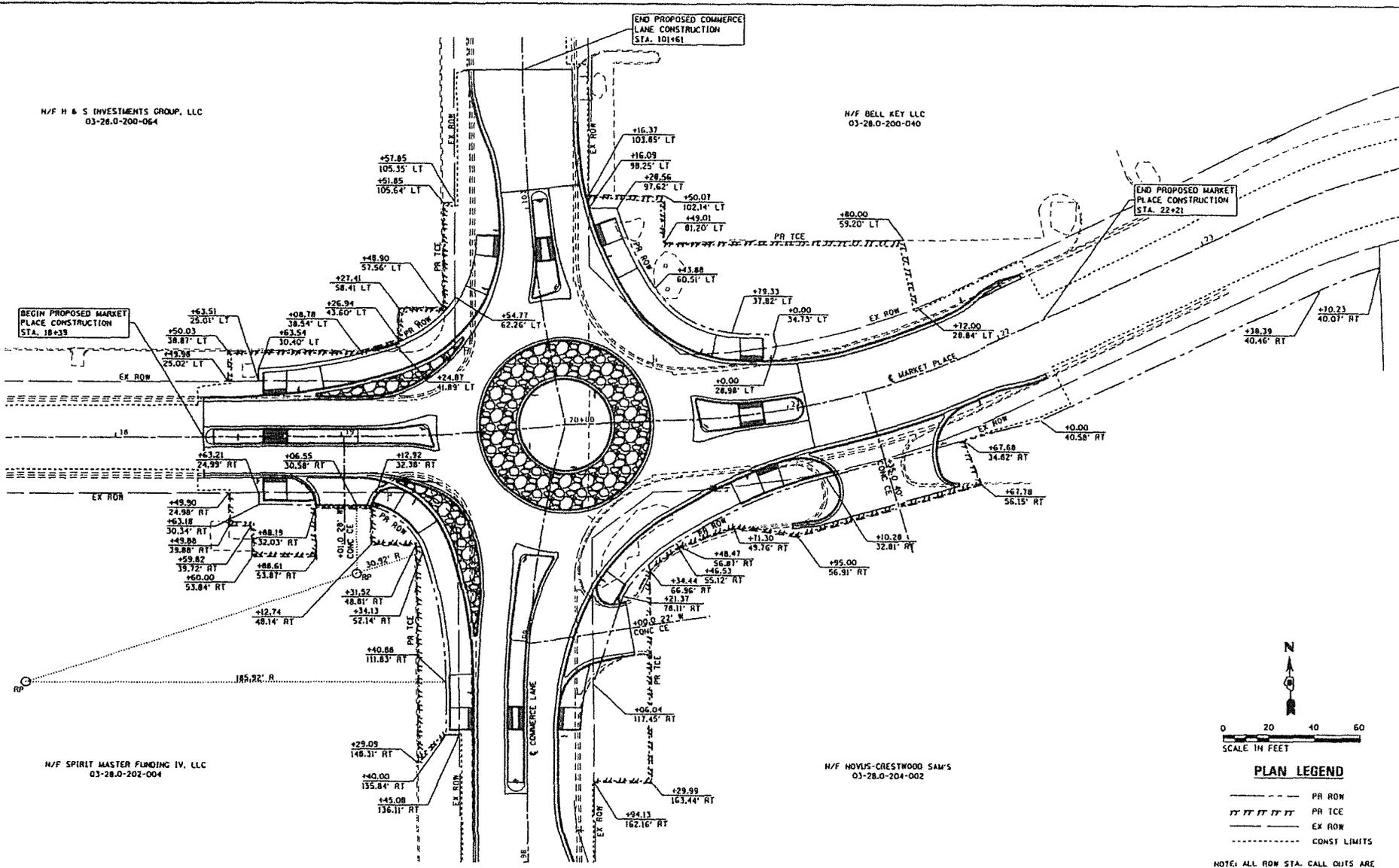
BEGIN PROPOSED MARKET
PLACE CONSTRUCTION
STA. 18+33

END PROPOSED MARKET
PLACE CONSTRUCTION
STA. 22+21

END PROPOSED COMMERCE
LANE CONSTRUCTION
STA. 10+61

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

N/F HOVUS-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



USER NAME	H & S
PLOT SCALE	1" = 40.00' / 1" = 16'
PLOT DATE	12/20/15

DESIGNED	REVISOR
DRAWN	REVISOR
CHECKED	REVISOR
DATE	REVISOR

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

ROW PLAN SHEET

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

DATE	SECTION	QUANTITY	TOTAL SHEET
12/16	10-60047-01-PV	ST. CLARK	100
MARKET PLACE IMPROVEMENT		CONTRACT NO.	

OATES ASSOCIATES
 1100 S. WASHINGTON ST., SUITE 200
 CHICAGO, IL 60605
 TEL: 312.467.1000
 FAX: 312.467.1001
 WWW.OATESASSOCIATES.COM

PROPOSED ORDINANCE NO. 11-'20

AN ORDINANCE AFFIRMING THE PURCHASE OF CERTAIN REAL ESTATE BY THE CITY FOR USE AS RIGHT-OF-WAY FOR THE CONSTRUCTION OF A ROUNDABOUT AND STREETScape IMPROVEMENTS AT THE INTERSECTION OF MARKET PLACE AND COMMERCE LANE.

WHEREAS, the City of Fairview Heights, in the best interest of its residents and motoring public desires to construct a roundabout and streetscape improvements at the intersection of Market Place and Commerce Lane;

WHEREAS, approximately 4,094 square feet or 0.0940 acre, in Parcel No. 03-28.0-204-002, is required for use as right-of-way in order to properly construct the proposed roundabout and streetscape improvements; and

WHEREAS, the City, through its engineering consultant, Oates Associates, Inc., the State of Illinois, and the property owner, Novus-Crestwood Sams, an agreement has been attained on a fair cash market value of SIXTY FIVE THOUSAND FIVE HUNDRED FOUR DOLLARS AND NO CENTS (\$65,504.00) for the property acquisition as described in the legal description attached hereto, made a part hereof, and marked "EXHIBIT A."

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

SECTION 1. AUTHORIZATION. After the effective date of the Ordinance, the Mayor be and is hereby authorized and directed to execute, on behalf of the City, a Warranty Deed for the City's acquisition of approximately 4,094 square feet or 0.0940 acre, in Parcel No. 03-28.0-204-002, from Novus-Crestwood Sams, for the sum of SIXTY-FIVE THOUSAND FIVE HUNDRED FOUR DOLLARS AND NO CENTS

(\$65,504.00) for right-of-way purposes required for the construction of a roundabout and streetscape improvements at the intersection of Market Place and Commerce Lane legally described and attached hereto, made and part hereof, and marked "EXHIBIT A."

SECTION 2. RECORDING. The City Clerk shall cause this Ordinance to be recorded in the Office of the Recorder of Deeds of St. Clair County, Illinois, after its passage and approval.

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

READ FIRST TIME:

READ SECOND TIME:

PASSED:

APPROVED:

MARK T. KUPSKY – MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD – CITY CLERK

"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

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:

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.

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

R=271.56' L=44.18'
CB=N69°41'55"E CD=44.13'

MARKET PLACE

R=216.92' L=27.90'
CB=S69°06'39"W CD=27.88'

R=375.00' L=49.92'
CB=N86°10'33"E CD=49.88'

R=331.56' L=113.84'
CB=N74°52'28"E CD=113.28'

LOT 4A
MARKET PLACE PHASE TWO
PB 73 PG 17

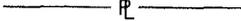
N/F NOVUS-CRESTWOOD SAM'S
03-28.0-204-002
DOC NO. A02463676

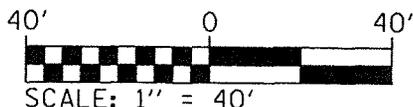
TOTAL RIGHT-OF-WAY AREA
REQUIRED = 4,094 SF OR 0.0940 AC ±

R=235.92' L=74.01'
CB=S67°14'36"W CD=73.71'

R=80.92' L=34.33'
CB=S46°06'05"W CD=34.07'

LEGEND

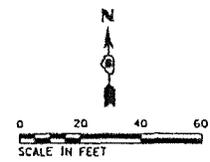
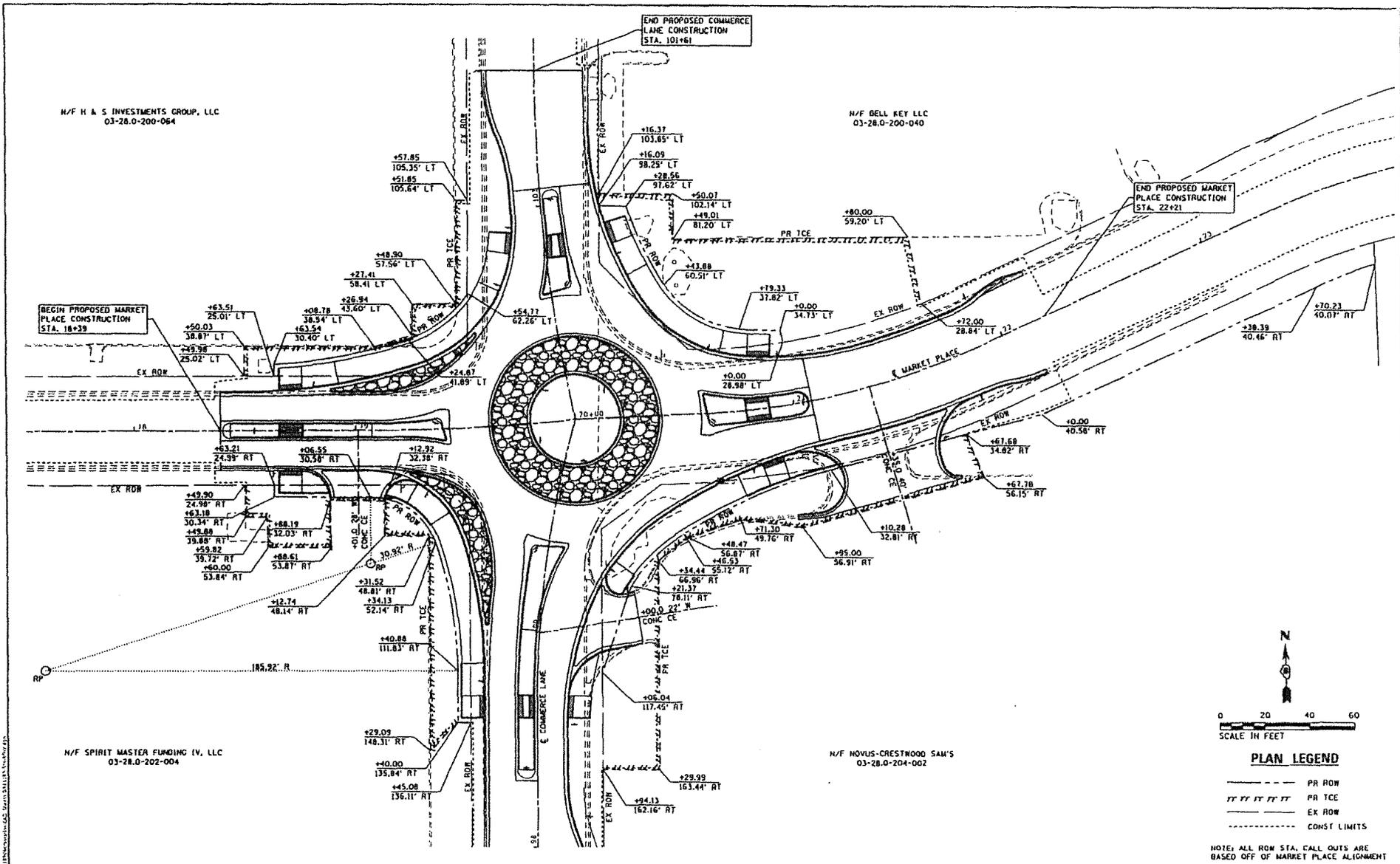
-  EX RIGHT OF WAY LINE
-  PROPERTY LINE
-  PROPOSED RIGHT-OF-WAY LINE
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING



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

EXHIBIT

A



- 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: L-118	DESIGNED: L-118	REVISED:
PLAT SCALE: 1"=40'	CHECKED: L-118	REVISED:
PLAT DATE: 12/14/11	DATE:	REVISED:

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

ROW PLAN SHEET

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

P.A.U. NO. 9326	SECTION 15-60042-010	COUNTY ST. CLARK	TOTAL SHEET NO.
MARKET PLACE REIMBURSEMENT		CONTRACT NO.	

PROPOSED ORDINANCE NO. 12-'20

AN ORDINANCE AFFIRMING THE PURCHASE OF CERTAIN REAL ESTATE BY THE CITY FOR USE AS RIGHT-OF-WAY FOR THE CONSTRUCTION OF A ROUNDABOUT AND STREETScape IMPROVEMENTS AT THE INTERSECTION OF MARKET PLACE AND COMMERCE LANE.

WHEREAS, the City of Fairview Heights, in the best interest of its residents and motoring public desires to construct a roundabout and streetscape improvements at the intersection of Market Place and Commerce Lane;

WHEREAS, approximately 1,568 square feet or 0.0360 acre, in Parcel No. 03-28.0-202-004, is required for use as right-of-way in order to properly construct the proposed roundabout and streetscape improvements; and

WHEREAS, the City, through its engineering consultant, Oates Associates, Inc., the State of Illinois, and the property owner, Spirit Master Funding IV, LLC, an agreement has been attained on a fair cash market value of NINETEEN THOUSAND SIX HUNDRED DOLLARS AND NO CENTS (\$19,600.00) for the property acquisition as described in the legal description attached hereto, made a part hereof, and marked "EXHIBIT A."

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

SECTION 1. AUTHORIZATION. After the effective date of the Ordinance, the Mayor be and is hereby authorized and directed to execute, on behalf of the City, a Warranty Deed for the City's acquisition of approximately 1,568 square feet or 0.0360 acre, in Parcel No. 03-28.0-202-004, from Spirit Master Funding IV, LLC, for the sum of NINETEEN THOUSAND SIX HUNDRED DOLLARS AND NO CENTS (\$19,600.00) for

right-of-way purposes required for the construction of a roundabout and streetscape improvements at the intersection of Market Place and Commerce Lane legally described and attached hereto, made and part hereof, and marked "EXHIBIT A."

SECTION 2. RECORDING. The City Clerk shall cause this Ordinance to be recorded in the Office of the Recorder of Deeds of St. Clair County, Illinois, after its passage and approval.

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

READ FIRST TIME:

READ SECOND TIME:

PASSED:

APPROVED:

MARK T. KUPSKY – MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD – CITY CLERK

"EXHIBIT A"

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)
)
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 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

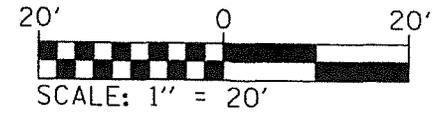
Part of Lot 1 of the Resubdivision of Parcel 3A of a Subdivision of Lot 3 of Market Place One, being part of U.S. Survey 768, Claim 1990, Township 2 North, Range 8 West of the Third Principal Meridian, St. Clair County, Illinois, reference being had to the plat thereof recorded in the Recorder's Office 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 19

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

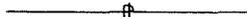
LOT 1

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 ±

LEGEND

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

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

90.08'

S01°06'31"W

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'



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

EXHIBIT

A

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

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

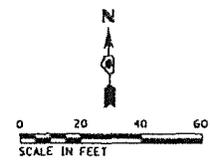
END PROPOSED MARKET
PLACE CONSTRUCTION
STA. 22+21

END PROPOSED COMMERCE
LANE CONSTRUCTION
STA. 10+61

BEGIN PROPOSED MARKET
PLACE CONSTRUCTION
STA. 18+39

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

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



SCALE IN FEET

PLAN LEGEND

- PR ROW
- PR TCC
- EX ROW
- CONST LIMITS

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

DATE PLOTTED: 03/11/2014 10:55:11 AM



USER NAME - GWH	DESIGNED -	REVISED -
PROJECT NAME - 03-28.0-202-004	DRAWN -	REVISED -
PROJECT DATE - 03/11/2014	CHECKED -	REVISED -
	DATE -	REVISED -

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

ROW PLAN SHEET

SCALE: 1" = 10'	SHEET 1 OF 1 SHEETS	STA. TO STA.	PAU 9326	SECTION 16-60043-01-0V	EQUIP ST. CLAN	TOTAL SHEET SHEETS: 01
			MARKET PLACE ROUNDABOUT		CONTRACT TID.	

PROPOSED RESOLUTION NO. 11-'20

**A RESOLUTION AUTHORIZING THE MAYOR
TO SIGN A TEMPORARY CONSTRUCTION
EASEMENT FOR THE CONSTRUCTION OF A
ROUNDBOUT AT THE INTERSECTION OF
MARKET PLACE AND COMMERCE LANE.**

WHEREAS, the City of Fairview Heights will be constructing a roundabout at the intersection of Market Place and Commerce Lane; and

WHEREAS, construction requires a Temporary Construction Easement of approximately 4,443 square feet or 0.1020 acre, in Parcel No. 03-28.0-204-002, from the owner, Novus-Crestwood Sams, for the purpose of the design, construction, installation and any other improvement to the streetscape on, over, and through the property owned by Novus-Crestwood Sams; and

WHEREAS, Novus-Crestwood Sams is permitting the City to utilize said property for the construction of a roundabout at the intersection of Market Place and Commerce Lane for the sum of FOURTEEN THOUSAND TWO HUNDRED TWENTY FIVE DOLLARS AND NO CENTS (\$14,225.00).

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

That the Mayor be and is hereby authorized to sign a Temporary Construction Easement with Novus-Crestwood Sams, permitting the City to utilize approximately 4,443 square feet or 0.1020 acre, in Parcel No. 03-28.0-204-002, for the construction of a roundabout at the intersection of Market Place and Commerce Lane for the sum of FOURTEEN THOUSAND TWO HUNDRED TWENTY-FIVE DOLLARS AND NO

CENTS (\$14,225.00) per the Temporary Construction Easement attached hereto, made a part hereof, and marked "EXHIBIT A."

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

PASSED:

APPROVED:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD - CITY CLERK

“EXHIBIT A”

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.

PROPOSED RESOLUTION NO. 12-'20

**A RESOLUTION AUTHORIZING THE MAYOR
TO SIGN A TEMPORARY CONSTRUCTION
EASEMENT FOR THE CONSTRUCTION OF A
ROUNDBOUT AT THE INTERSECTION OF
MARKET PLACE AND COMMERCE LANE.**

WHEREAS, the City of Fairview Heights will be constructing a roundabout at the intersection of Market Place and Commerce Lane; and

WHEREAS, construction requires a Temporary Construction Easement of approximately 2,055 square feet or 0.0472 acre, in Parcel No. 03-28.0-202-004, from the owner, Spirit Master Funding IV, LLC, for the purpose of the design, construction, installation and any other improvement to the streetscape on, over, and through the property owned by Spirit Master Funding IV, LLC; and

WHEREAS, Spirit Master Funding IV, LLC is permitting the City to utilize said property for the construction of a roundabout at the intersection of Market Place and Commerce Lane for the sum of FIVE THOUSAND ONE HUNDRED FORTY DOLLARS AND NO CENTS (\$5,140.00).

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

That the Mayor be and is hereby authorized to sign a Temporary Construction Easement with Spirit Master Funding IV, LLC, permitting the City to utilize approximately 2,055 square feet or 0.0472 acre, in Parcel No. 03-28.0-202-004, for the construction of a roundabout at the intersection of Market Place and Commerce Lane for the sum of FIVE THOUSAND ONE HUNDRED FORTY DOLLARS AND NO CENTS

(\$5,140.00) per the Temporary Construction Easement attached hereto, made a part hereof, and marked "EXHIBIT A."

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

PASSED:

APPROVED:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD - CITY CLERK

“EXHIBIT A”

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.

PROPOSED RESOLUTION NO. 13-'20

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN
A TEMPORARY CONSTRUCTION EASEMENT FOR THE
CONSTRUCTION OF A ROUNDABOUT AT THE
INTERSECTION OF MARKET PLACE AND COMMERCE
LANE.**

WHEREAS, the City of Fairview Heights will be constructing a roundabout at the intersection of Market Place and Commerce Lane; and

WHEREAS, construction requires a Temporary Construction Easement of approximately 5,103 square feet or 0.1171 acre, in Parcel No. 03-28.0-200-040, from the owner, Bell Key, LLC, for the purpose of the design, construction, installation and any other improvement to the streetscape on, over, and through the property owned by Bell Key, LLC; and

WHEREAS, Bell Key, LLC is permitting the City to utilize said property for the construction of a roundabout at the intersection of Market Place and Commerce Lane for the sum of THIRTEEN THOUSAND SEVEN HUNDRED EIGHTY DOLLARS AND NO CENTS (\$13,780.00).

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

That the Mayor be and is hereby authorized to sign a Temporary Construction Easement with Bel Key, LLC, permitting the City to utilize approximately 5,103 square feet or 0.1171 acre, in Parcel No. 03-28.0-200-040, for the construction of a roundabout at the intersection of Market Place and Commerce Lane for the sum of THIRTEEN THOUSAND SEVEN HUNDRED EIGHTY DOLLARS AND NO CENTS (\$13,780.00)

per the Temporary Construction Easement attached hereto, made a part hereof, and marked "EXHIBIT A".

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

PASSED:

APPROVED:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD - CITY CLERK

“EXHIBIT A”

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

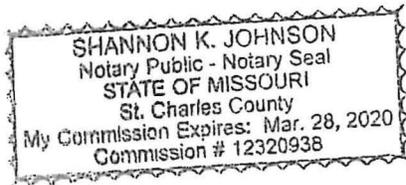
COUNTY OF ST. LOUIS)

This instrument was acknowledged before me on FEBRUARY 5, 2020,
by David A. Wells Bealke as Manager
of Bell Key, LLC.

Subscribed and sworn to before me, a Notary Public, in and for the State of ^{Missouri} 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.

PROPOSED RESOLUTION NO. 14-'20

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE FAIRVIEW HEIGHTS POLICE DEPARTMENT AND THE UNITED STATES SECRET SERVICE TO PROVIDE FOR REIMBURSEMENT OF FUNDS FOR AGENTS ASSIGNED TO THE CENTRAL AND SOUTHERN ILLINOIS FINANCIAL AND CYBER CRIMES TASK FORCE.

WHEREAS, the Police Department has an investigator assigned to the United States Secret Service Central and Southern Illinois Financial and Cyber Crimes Task Force (CSIFCCTF). This Memorandum of Understanding (MOU) provides for financial reimbursement, under certain circumstances, to the Municipality.

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

That the Mayor be and is hereby authorized to enter into an agreement with the United States Secret Service (USSS). The agreement provides for financial reimbursement to the City of Fairview Heights under certain circumstances for the agent assigned to the Central and Southern Illinois Financial and Cyber Crimes Task Force (CSIFCCTF). This agreement is pursuant to the proposal attached hereto, made a part hereof and marked "EXHIBIT A."

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

PASSED:

APPROVED:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD – CITY CLERK

“EXHIBIT A”

MEMORANDUM OF UNDERSTANDING BETWEEN THE FAIRVIEW HEIGHTS POLICE DEPARTMENT AND THE UNITED STATES SECRET SERVICE

The Fairview Heights Police Department and the United States Secret Service (USSS) enter into this memorandum of understanding (MOU), which becomes effective with the signatures of both parties and remains in effect until terminated by the mutual agreement of the Fairview Heights Police Department and the USSS or upon 30 day written notice by either party to this agreement.

I. AUTHORITY

This MOU is established pursuant to provisions of the Treasury Forfeiture Fund Act of 1992, 31 USC 9703, as amended. This act established the Department of the Treasury Forfeiture Fund and authorized the payment of certain overtime expenditures, travel, fuel, training, equipment and other similar costs of State and Local law enforcement officers, that are involved in joint operations, with a Department of the Treasury law enforcement organization, as prescribed in 31 USC 9703 (a)(1)(I)(hereinafter “overtime costs and other expenses”).

II. PURPOSE

This MOU establishes the procedures and responsibilities of both the Fairview Heights Police Department and the USSS for the reimbursement of certain overtime costs and other expenses pursuant to 31 USC 9703.

III. CONDITIONS AND PROCEDURES

The parties agree to the following conditions:

The Fairview Heights Police Department may request reimbursement of payment of overtime costs and other expenses directly related to work performed by its officer(s) assigned to assist the U.S. Secret Service’s Central and Southern Illinois Financial and Cyber Crimes Task Force (CSIFCCTF) in conducting official investigations. The Fairview Heights Police Department will submit all requests for reimbursement payments, together with appropriate documentation, to the U.S. Secret Service’s Task Force Supervisor. Request for reimbursement will be based solely upon overtime worked and other expenses performed on behalf of the U.S. Secret Service CSIFCCTF.

- (a) All reimbursement hours of overtime costs and all other expenses covered under this MOU must be approved and certified by the U.S. Secret Service Task Force supervisor. The reimbursable overtime payments will be based upon the actual hourly overtime rate, exclusive of matching employer contributions for any taxes or benefits.
- (b) The U.S. Secret Service Task Force supervisor will forward all approved reimbursement requests through the Special Agent in Charge (SAIC) Asset Forfeiture Division, Office of Investigations, to the Treasury Forfeiture Fund's payment agent, U.S. Customs National Finance Center (NFC).
- (c) During the period of assignment to the CSIFCCTF, the Fairview Heights Police Department will remain responsible for establishing the salary and benefits, including overtime of the officer(s) assigned to the Task Force and making all payments due them. Reimbursement under this MOU is contingent upon the availability of mandatory funds allocated to the U.S. Secret Service through the Department of the Treasury Forfeiture fund.
- (d) The Fairview Heights Police Department shall permit and have readily available for examination and auditing by the U.S. Secret Service, the Department of Treasury, the Comptroller of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. They shall maintain all such records and reports until all audits and examinations are completed and resolved, or for a period of three (3) years, whichever is sooner.
- (e) Payments may be made to the extent they are included in the U.S. Secret Service Fiscal Year Plan and the monies are available within the Department of Treasury Forfeiture Fund to satisfy the request(s) for reimbursable expenses. It should also be understood that the total amount(s) made available to the U.S. Secret Service through the Department of the Treasury Forfeiture Fund, for reimbursement to the Fairview Heights Police Department, could change at any time.
- (f) Pursuant to the Treasury Executive Office for Asset Forfeiture (TEOAF) directive number 18, the maximum reimbursement entitlement for overtime costs to any one law enforcement official cannot exceed fifteen-thousand (\$15,000.00) dollars during the fiscal year.
- (g) This document does not obligate funds. Funding authority will be provided through other documents.
- (h) The Fairview Heights Police Department shall provide the U.S. Secret Service within 10 days of the signing of this MOU, with their agency's mailing address, contact name, telephone number and tax identification

number. Further, this agency must provide the name, account number and ABA routing number of the financial institution where the Fairview Heights Police Department wants the Electronic Funds transfer (EFT) payment deposited for the reimbursement of overtime salary costs. Failure to provide this information within the prescribed period of time will nullify this MOU agreement.

IV. REVISIONS

The terms of this MOU may be amended upon the written approval of both the Fairview Heights Police Department and the U.S. Secret Service. Such amendment is effective upon the date of approval.

**U.S. Secret Service
Springfield Resident Office**

Fairview Heights Police Department

RAIC Jeffrey Rinehart

Mark T. Kupsky – Mayor

DATE: _____

DATE: _____

**U.S. Secret Service, Office of Investigation
Criminal Investigations Division**

SAIC – Criminal Investigative Division

Date: _____

PROPOSED RESOLUTION NO. 15-'20

A RESOLUTION AMENDING RESOLUTION NO. 4077-2016, PASSED DECEMBER 20, 2016, AND APPROVED DECEMBER 21, 2016; A RESOLUTION AMENDING SECTION 8 (E), LONGEVITY SALARY INCREASE.

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

SECTION 1. AMENDMENT. Amendment of Resolution No. 4077-2016, "THE PERSONNEL CODE," by amending SECTION 8 (E). LONGEVITY SALARY INCREASE reading as follows:

E. LONGEVITY PAY – Full-time employees, hired on or before the passage of this resolution, 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:

Be and the same is hereby amended to read as follows:

"E. LONGEVITY PAY – Full-time employees, hired on or before the passage of **RESOLUTION NO. 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:"

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

PASSED:

APPROVED:

MARK T. KUPSKY - MAYOR

KAREN J. KAUFHOLD - CITY CLERK