



City of Fairview Heights

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

THE CITY COUNCIL MEETING WILL BE HELD REMOTELY AND CAN BE ACCESSED VIA CONFERENCE CALL. PLEASE MUTE YOUR PHONE DURING THE MEETING. PHONE NUMBER: 1-650-215-5226 PASSCODE: 140 979 948

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|-------------------------|--|
| A. Call to Order | F. <u>Consent Agenda:</u>
City Council Minutes - March 17, 2020
Special City Council Minutes – April 1, 2020
Finance Director’s Report |
| 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. 13-'20, an Ordinance establishing a budget for the City of Fairview Heights for the Fiscal Year 2020-2021.

Proposed Ordinance No. 14-'20, an Ordinance authorizing a Redevelopment Agreement between the City of Fairview Heights, Illinois and Klein's Brand Source, Inc. for a warehouse expansion at 10408 Lincoln Trail in the City of Fairview Heights.

Proposed Resolution No. 16-'20, a Resolution authorizing the Mayor to enter into an agreement for provisions of group medical, dental, vision and life insurance coverage for employees of the City of Fairview Heights effective May 1, 2020 through April 30, 2021.

L. ADJOURNMENT

**CITY OF FAIRVIEW HEIGHTS
CITY COUNCIL MINUTES
MARCH 17, 2020**

The regular meeting of the Fairview Heights City Council was called to order at 7:00 P.M. by Mayor Mark Kupsky 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: Pat Baeske, Brenda Wagner, Harry Zimmerman, Pat Peck, Anthony LeFlore, Bill Poletti, Denise Williams, and Frank Menn. Aldermen Joshua Frawley and Ryan Vickers were absent. Mayor Mark Kupsky, City Clerk Karen Kaufhold, Deputy Clerk Cathy Bryant, and City Attorney Andrew Hoerner were also present.

Mayor Kupsky stated that we are the first City in the Metro East conducting a meeting via remote means.

PUBLIC PARTICIPATION

Matt Stines – stated that the school closures have had a great impact and that E-Learning will begin on March 18th and thanked the community and City for their support.

CONSENT AGENDA

Alderman Poletti moved to approve the March 3, 2020 City Council Minutes, the Finance Directors Report and the bills and invoices presented for payment in the amount of \$1,521,192.09. Seconded by Alderman Wagner.

Aldermen Peck moved to amend the City Council Minutes by changing on page two, second paragraph "(B-3 Community Business District to (B-4 Community Business District). Seconded by Alderman Poletti. Motion carried.

Roll call on the motion as amended showed Aldermen Baeske, Wagner, Zimmerman, Peck, LeFlore, Poletti, Williams, and Menn voting "Yea." Aldermen Frawley and Vickers were absent. Motion passed on 8 yeas and 2 absent.

COMMITTEE REPORTS

Mayor Kupsky announced the Community Committee meeting scheduled for March 18th has been cancelled. Mayor stated that he is working with the Finance Director on scheduling a budget review meeting.

COMMUNICATIONS FROM THE MAYOR

Mayor Kupsky wishes everyone a Happy St. Patrick's Day; Mayor stated today was voting day; Mayor requested a moment of silence for Donna McAndrews who recently passed

COMMUNICATIONS FROM THE MAYOR - continued

away; Mayor stated that the restaurants are closed and that the All In App has been recently updated; Mayor stated that City Hall is not closed and all transactions are being completed through the window at the City Clerk's Office and will monitor the ability to do so and any other transactions should be by appointment only; Mayor stated effective March 18th the Rec will be closed due to a state mandate; Mayor stated that the library has suspended hours and if a book is requested it will be placed in the library lobby for pickup; Mayor stated that all committee meetings are cancelled through April 6th although a budget review meeting will be scheduled in the near future; Mayor stated we are not accepting any reservations for the parks or recreation space through May 1st; Mayor thanked Captain Beyersdorfer and John Harty our ESDA Coordinators who have been on multiple calls monitoring updates on the virus epidemic.

Alderman Vickers connected remotely at 7:11 P.M.

COMMUNICATIONS FROM ELECTED OFFICIALS

Alderman Wagner reminded City Council to keep their phones muted on remote calls.

Alderman Poletti inquired on the scheduling of a budget review meeting.

UNFINISHED BUSINESS

None.

NEW BUSINESS

Alderman Baeske moved to present Proposed Ordinance No. 10-'20, Proposed Ordinance No. 11-'20 and Proposed Ordinance No. 12-'20 as an Omnibus Reading. Seconded by Alderman Wagner.

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

Under the Omnibus Reading:

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 (Bell Key);

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 (Novus-Crestwood Sams); and

NEW BUSINESS – Omnibus Reading - continued

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 (Spirit Master Funding IV, LLC).

Proposed Ordinance No. 10-'20, Proposed Ordinance No. 11-'20 and Proposed Ordinance No. 12-'20 were read for the first time.

Alderman Baeske moved to replace the corrected copy of Proposed Ordinance No. 12-'20 with the copy which was originally distributed. Seconded by Alderman Wagner.

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

Alderman Baeske moved to advance Proposed Ordinance No. 10-'20, Proposed Ordinance No. 11-'20 and Proposed Ordinance No. 12-'20 to the second reading. Seconded by Alderman Peck.

Roll call on the motion showed Aldermen Baeske, Wagner, Zimmerman, Peck, LeFlore, Vickers, Poletti, Williams, and Menn voting "Yea." Alderman Frawley was absent. Motion passed on 9 yeas and 1 absent. Proposed Ordinance No. 10-'20, Proposed Ordinance No. 11-'20 and Proposed Ordinance No. 12-'20 were read for the second time.

Roll call on Proposed Ordinance No. 10-'20, Proposed Ordinance No. 11-'20 and Proposed Ordinance No. 12-'20 showed Aldermen Baeske, Wagner, Zimmerman, Peck, LeFlore, Vickers, Poletti, Williams and Menn voting "Yea." Alderman Frawley was absent. Proposed Ordinance No. 10-'20, Proposed Ordinance No. 11-'20 and Proposed Ordinance No. 12-'20 passed 9 on yeas and 1 absent.

Proposed Ordinance No. 10-'20 now becomes **ORDINANCE NO. 1866**;
Proposed Ordinance No. 11-'20 now becomes **ORDINANCE NO. 1867**; and
Proposed Ordinance No. 12-'20 now becomes **ORDINANCE NO. 1868**.

Alderman Baeske moved to present Proposed Resolution No. 11-'20, Proposed Resolution No. 12-'20 and Proposed Resolution No.13-'20 as an Omnibus Reading. Seconded by Alderman Wagner.

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

Under the Omnibus Reading:

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 (Novus-Crestwood Sams);

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 (Spirit Master Funding IV, LLC); and

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 (Bell Key, LLC).

NEW BUSINESS - continued

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

Roll call under the Omnibus Reading on Proposed Resolution No.11-'20, Proposed Resolution No. 12-'20 and Proposed Resolution No. 13-'20 showed Aldermen Baeske, Wagner, Zimmerman , Peck, LeFlore, Vickers, Poletti, Williams and Menn voting "Yea." Alderman Frawley was absent.

Proposed Resolution No.11-'20, Proposed Resolution No. 12-'20 and Proposed Resolution No. 13-'20 passed on 9 yeas and 1 absent.

Proposed Resolution No. 11-'20 now becomes **RESOLUTION NO. 4339-2020**;
Proposed Resolution No. 12-'20 now becomes **RESOLUTION NO. 4340-2020**; and
Proposed Resolution No. 13-'20 now becomes **RESOLUTION NO. 4341-2020**.

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. Motion by Alderman Peck. Seconded by Alderman Wagner.

Proposed Resolution No. 14-'20 passed on a voice vote.

Proposed Resolution No. 14-'20 now becomes **RESOLUTION NO. 4342-2020**.

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. Motion by Alderman Poletti. Seconded by Alderman Baeske.

Roll call on Proposed Resolution No. 15-'20 showed Aldermen Baeske, Wagner, Zimmerman, Peck, LeFlore, Vickers, Poletti, Williams and Menn voting "Yea." Alderman Frawley was absent. Proposed Resolution No. 15-'20 passed on 9 yeas and 1 absent.

Proposed Resolution No. 15-'20 now becomes **RESOLUTION NO. 4343-2020**.

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

Meeting adjourned at 7:42 P.M.

Respectfully submitted,


KAREN J. KAUFHOLD
CITY CLERK

**SPECIAL CITY COUNCIL MEETING
CITY OF FAIRVIEW HEIGHTS
APRIL 1, 2020**

The Special City Council meeting of the City of Fairview Heights City Council was called to order at 7:00 P.M. by Mayor Mark Kupsky and was held via remote due to the COVID-19 Pandemic with the Invocation by City Clerk Karen J. Kaufhold and the Pledge of Allegiance by Mayor Mark Kupsky.

ROLL CALL

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

The purpose of said meeting as follows:

Motion to approve order continuing/renewing Mayor's Proclamation of Disaster in the City of Fairview Heights, Illinois for COVID-19 Pandemic (dated March 25, 2020), for the duration of the ongoing Gubernatorial Proclamation or until further order of the City Council, pursuant to Section 11 of the Illinois Emergency Management Act (20 ILCS 3305/11) and Section 30-3-6(A) of the City of Fairview Heights Revised Code of Ordinances. Motion by Alderman Poletti. Seconded by Alderman Baeske.

Roll call on the motion showed Aldermen Baeske, Wagner, Zimmerman, Peck, LeFlore, Vickers, Poletti, Williams, Menn, and Frawley voting "Yea." Motion passed on 10 yeas and no nays.

Alderman Peck moved to adjourn. Seconded by Alderman Wagner. Motion carried.

Meeting adjourned at 7:19 P.M.

Respectfully submitted,



KAREN J. KAUFHOLD
CITY CLERK

Memo

To: Mayor & City Council
From: Gina Rader – Finance Director
CC: City Clerk & Directors
Date: April 2, 2020
Re: Finance Report – April 7, 2020 City Council Meeting

Finance Committee Legislation

Budget - The FY 20-21 Annual Budget was presented on April 1, 2020. The budget was analyzed by staff before presented to provide numbers for only necessities. During this unprecedented time, staff is asking for the approval of the budget presented and to reevaluate it as soon as the City returns to normal business. The committee approved the Budget to be forwarded to City Council in the amount of \$25,799,924.

PROPOSED ORDINANCE NO. 13-'20

**AN ORDINANCE ESTABLISHING A BUDGET FOR
THE CITY OF FAIRVIEW HEIGHTS FOR THE
FISCAL YEAR 2020-2021.**

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

SECTION 1. ADOPTION. There is hereby adopted for the Fiscal Year 2020-2021 the Budget for the City of Fairview Heights summarized by fund and department within "EXHIBIT A." Further, the delegation of authority to revise the annual budget as stated in Fairview Heights Ordinance No. 190, "The Revised Code," an Ordinance enacting a Code of Ordinances for the City of Fairview Heights, Chapter 3, and Section 3-11-7; and as provided below.

SECTION 2. BUDGETING CONTROLS. The Budget Officer may transfer amounts between expenditure accounts within a departmental budget or expenditure accounts within a fund without departmental segregation without the approval of the City Council. The Mayor's approval is required to transfer amounts between expenditure accounts of different departments within the same fund without City Council approval. The City Council must approve by a majority vote of a quorum of the City Council any transfer of expenditure accounts between funds on the Budget Ordinance. Contingency monies can be used to cover a shortage in any fund in the Budget Ordinance with approval by a majority vote of a quorum of the City Council. An amended budget is necessary if the entire expenditures for the fiscal year exceed the Budget Ordinance total expenses including the contingency fund. By a vote of two-thirds of the members of the corporate authorities then holding office, the annual budget for the municipality may be revised by deleting, adding to, changing or creating sub-classes within object classes and object classes themselves. No revision of the budget shall be made increasing the budget in the event funds are not available to effectuate the purpose of the revision.

SECTION 3. SUPERSEDER. All Ordinances, Resolutions and Motions, or parts thereof, in conflict with this Ordinance are, to the extent of such conflict, hereby superseded for purposes of this Ordinance.

SECTION 4. PASSAGE. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

READ FIRST TIME:

READ SECOND TIME:

PASSED:

APPROVED:

MARK T. KUPSKY – MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD – CITY CLERK

OVERALL SUMMARY

FY 2020/2021

CITY OF FAIRVIEW HEIGHTS, IL

<u>Revenues and Other Sources:</u>	Actual FYE 2018	Actual FYE 2019	Budget 2020	YTD 2020	Budget FYE 2021
General Fund	\$ 16,107,420	\$ 16,263,773	\$ 17,001,492	\$ 13,151,050	\$ 17,047,492
Motor Fuel Tax Fund	463,359	469,957	422,000	475,038	432,000
Library Fund	533,150	533,150	555,451	407,104	575,928
TIF #1 Bunkum Road	343,893	372,134	267,000	303,503	422,000
TIF #2 Shoppes St. Clair	407,649	422,233	375,000	352,252	468,500
TIF #3 Lincoln Trail	359,739	4,000,152	338,000	305,219	436,000
TIF #4 FH West	-	-	-	-	700
Parks Fund	96,470	92,338	63,500	63,481	76,900
The Rec Fund	-	-	-	-	1,460,071
Police Pension Fund	1,300,006	1,300,000	1,500,000	1,083,418	1,500,000
Food & Beverage Fund	505,822	569,667	503,100	883,315	1,112,000
Hotel/Motel Fund	416,921	375,042	515,000	377,003	410,000
Sales Tax Rebate Fund	1,043,537	1,204,126	1,711,200	144,264	889,000
Home Rule Fund	2,571,681	2,625,951	3,304,888	1,530,481	2,350,000
Total	24,149,647	28,228,523	26,556,631	19,076,128	27,180,591
<u>Expenditures and Other Uses:</u>					
General Fund	\$ 15,450,387	\$ 16,183,768	\$ 19,972,872	\$ 14,239,659	\$ 18,215,574
Motor Fuel Tax Fund	525,679	251,316	851,950	204,412	444,984
Library Fund	502,343	522,774	542,805	446,973	555,451
TIF #1 Bunkum Road	86,245	4,825	147,020	-	407,200
TIF #2 Shoppes St. Clair	320,259	322,259	2,020	2,075	7,200
TIF #3 Lincoln Trail	137,824	588,481	1,082,220	94,668	88,400
TIF #4 FH West	-	-	2,020	3,525	7,500
TIF #5 FH North	-	-	-	525	600
Parks Fund	49,392	50,887	72,940	98,235	74,340
The Rec Fund	-	-	-	-	1,732,475
Police Pension Fund	1,300,006	1,300,000	1,500,000	1,500,000	1,500,000
Food & Beverage Fund	247,860	244,489	259,500	1,083,300	1,102,600
Hotel/Motel Fund	405,943	1,223,560	424,600	403,428	306,600
Sales Tax Rebate Fund	552,900	839,499	1,670,000	267,640	860,000
Home Rule Fund	3,689,727	3,742,983	6,423,024	2,516,940	497,000
Total	\$ 23,268,565	\$ 25,274,841	\$ 32,950,971	\$ 20,861,380	\$ 25,799,924

PROPOSED ORDINANCE NO. 14-'20

AN ORDINANCE AUTHORIZING A REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF FAIRVIEW HEIGHTS, ILLINOIS AND KLEIN'S BRAND SOURCE, INC. FOR A WAREHOUSE EXPANSION AT 10408 LINCOLN TRAIL IN THE CITY OF FAIRVIEW HEIGHTS.

WHEREAS, the City of Fairview Heights, as a Home Rule Unit of government under the Constitution of the State of Illinois, possesses the authority under its Home Rule powers and under the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq. ("TIF Act"), to enter into this agreement with Klein's Brand Source in furtherance of its redevelopment plan and project to, *inter alia*, promote the health, safety, and welfare of the City's inhabitants by promoting enhancements to the local tax base and to create employment; and

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

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

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

WHEREAS, Klein's Brand Source has undertaken building construction and site improvements at 10408 Lincoln Trail, Fairview Heights, Illinois, 62208 and currently owns the real estate underlying the project area; and

WHEREAS, the City Council of the City has determined that the Project furthers the objectives of the Lincoln Trail redevelopment plans and is, therefore, authorized under the TIF Act and the City's Home Rule powers; and

WHEREAS, by adopting Resolution No. 4313-2019, the City Council of the City waived a portion of the Business Assistance Program ("BAP") for good cause as allowed under Section 2, Article 14 of the BAP Application Review Procedures.

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

SECTION 1. INCORPORATION OF THE RECITALS.

The City of Fairview Heights hereby finds that all of the recitals contained in the preambles to this Ordinance are true, correct and complete and are hereby incorporated by reference thereto and are made a part hereof.

SECTION 2. REDEVELOPMENT AGREEMENT.

The City Council of the City of Fairview Heights hereby authorizes the Mayor to execute the attached Redevelopment Agreement with Klein's Brand Source, Inc.

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"

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

Doug Klein & Lynn Iler, Owners of Klein's Brand Source, Inc.

Warehouse expansion for Klein's Brand Source

Located at 10338 Lincoln Trail, Fairview Heights, Illinois

REDEVELOPMENT AGREEMENT

This Redevelopment Agreement (Agreement) dated as of April 7, 2020, is made by and between the City of Fairview Heights, St. Clair County, Illinois, 10025 Bunkum Road, Fairview Heights, Illinois, 62208 ("City"), and Klein's Brand Source, Inc. ("Developer"). The City and Developer shall be referred to collectively as the Parties.

RECITALS

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

WHEREAS, pursuant to the TIF Act, the City Council of the City adopted the following ordinances:

- Ordinance No. 1379-2007, entitled "An Ordinance Approving the Tax Increment Redevelopment Plan and Redevelopment Project fo the Lincoln Trail Redevelopment Project Area," which approved a redevelopment project and plan under the TIF Act; and
- Ordinance No. 1380-2007, entitled "An Ordinance Designating the Lincoln Trail Redevelopment Project Area," designating the Lincoln Trail Tax Increment REdevelopment Project Area, legally described therein as a redevelopment project area pursuant to the TIF Act; and
- Ordinance No. 1381-2007, entitled "An Ordinance Adopting Tax Increment Financing for the Lincoln Trail Redevelopment Project Area," adopting tax increment financing of "redevelopment project costs" (as defined in the TIF Act).

WHEREAS, the Developer has undertaken building construction and site improvements at 10408 Lincoln Trail, Fairview Heights, Illinois, 62208 and legally described in Exhibit A (the "Project Area"). The Developer currently owns the real estate underlying the project Area.

WHEREAS, the Developer has undertaken building construction and site improvements for a business described in detail in the attached Exhibit A and made part of this Agreement (the "Project").

WHEREAS, the City Council of the City has determined that (1) The Project Area is presently a blighted area within the meaning of the TIF Act, (2) the Project is consistent with the land uses proposed by the Redevelopment Plan and will promotethe health, safety and welfare of the City's inhabitants, enhance the local tax base and create employment, and, within the Project

Area, alleviate conditions of blight and conditions which, if not addressed, would become blights, and (2) assisting the Developer with the financing of certain portions of the Project that qualify as redevelopment project costs will further the objectives of the redevelopment plans and is, therefore, authorized under the TIF Act and the City's home rule powers.

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

WHEREAS, by adopting Resolution No. 4313-2019, the City Council of the City waived a portion of the Business Assistance Program ("BAP") for good cause as allowed under Section 2, Article 14 of the BAP Application Review Procedures.

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

1. INCORPORATION OF RECITALS.

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

2. REPRESENTATIONS AND WARRANTIES.

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

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

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

The City represents and warrants to the Developer as follows:

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

- (d) To the City's knowledge, no event has occurred and is continuing which, with the lapse of time or the giving of notice, or both, would constitute an event of Default by the City under the City Documents. For the purposes of this Agreement, "the City's knowledge" shall mean the actual knowledge of the Director of Economic Development (DED).
- (e) In approving Resolution 4313-2019, as allowed under Section (14) of the Business District Program Application Review Procedures, the City for good cause waived the requirement for the Project to be approved prior to construction.
- (f) No litigation or proceedings are pending in any court, governmental body or administrative agency or, to the City's knowledge, are threatened against City which will materially adversely affect the ability of the City to perform its obligations pursuant to and as contemplated by the terms and provision of this Agreement or the City Documents, except as provided for herein.
- (g) To the City's knowledge, the execution, delivery and performance by the City of this Agreement does not constitute or will now, upon the giving of notice or lapse of time or both, constitute a breach or default under any other agreement to which City is a party or by which the City or the City's property may be bound, which will prevent performance by the City of the City's obligations under this Agreement and the City Documents.
- (h) The Project Area has been designed as a part of a tax increment redevelopment project area pursuant to the TIF Act and the benefits therefrom are available to the Developer as and to the extent as set forth in this Agreement.

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

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

- (a). Responsibilities of Developer. The Developer shall document the construction of the Project in accordance with the Business Assistance Program Applications set forth in Exhibit A which has been approved by the City and the OED in accordance with the procedures described in Section 3(c) below. In addition, the Developer and any heirs and/or successors shall:
 - A. Invest no less than \$640,418 in the Project; and
 - B. Create at least 1 FTE jobs in the first six (6) months of use of the addition, another 1 FTE jobs in the succeeding six (6) months, and another 1 FTE jobs during the second year of operation of the addition; and

- C. Increase generation of sales tax after the first year of operation (according to the date of issuance of occupancy permit) of the addition from \$452,000 annually to \$565,800 annually; and
 - D. Remain open as an appliance and furniture store at 10338 Lincoln Trail for not less than five (5) years beyond the Project Completion Date; and
 - E. Comply with all existing and applicable Federal, State, County, and Local laws and ordinances, including, but not limited to, those which establish the applicable prevailing wage to be paid by Developer to workers on the pRoject. Developer, like the City, acknowledges the value of trade unions in construction projects, as demonstrated by the passage of Resolution No. 3887-2015, and agrees that 100% of Developer's labor will be provided by contractors using labor provided by participating member trade unions affiliated with the Southwestern Illinois Building and Trades Council; and
 - F. Complete and return annually a Development Agreement Reporting Form attached as Exhibit B; and
 - G. Reimburse the City for all public funds abated and/or provided pursuant to this Agreement in the event that it/they fail to meet the obligations set forth in this Agreement, said reimbursement or payment reduction to be made pursuant to the formula attached as Exhibit C; and
 - H. Certify construction of the addition and site consistent with the twelve (12) Lincoln Trail Corridor Development Standards attached as Exhibit D.
 - I. Comply at all times with all existing and applicable Federal, State, County, and Local laws and ordinances; and
 - J. Obtain and maintain al insurance coverages required by section 37-4-1 of the Revised Code of Ordinances of Fairview Heights, Illinois, and name the City of Fairview Heights as an additional insured on the policies of insurance specified therein, as set for the in Section 5(c) to this Agreement; and
 - K. Issue at least fourteen (14) days written notice to the City that the payment(s) required of the City pursuant to Section 4(a) is/are due.
- (b). Plans and Specifications. The Project shall conform to Project Description set forth in Exhibit A. No material deviation from the building permit shall be made by Developer without the prior written consent of the DED and other applicable Department of the City, which consent shall not be unreasonably withheld or delayed, provided nothing shall impact the City's right to withhold consent in accordance with its standard practices and procedures.

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

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

- (d). Limited Applicability of DED Approval. Any approvals of the Project or Development Plans by the DED are for the purposes of this Agreement only and do not affect or constitute approvals required for building permits or approvals required pursuant to any other ordinance, resolution, or other requirements of the City and such approval does not constitute approval or endorsement of the quality, structural soundness, safety or economic feasibility of the Project.
- (e). Constructing the Project. Prior to commencement of the Project pursuant to this agreement, Developer shall deliver the following to the DED:
 - (i) The general contractor's sworn statement setting forth all then-existing contracts and all of the projected and anticipated costs of the Project;
 - (ii) A description of Developer's financing sources (Financing) that confirms adequate financing of the project including what proportion of funds, if any, shall be Developer's equity capital and evidence of the availability thereof. If any portion of the funds will be borrowed, Developer shall furnish a commitment for a conventional construction loan from an institutional lender or from Developer's parent corporation providing adequate financing, identifying, among other things, the lender, the amount of the loan, length of the term and the applicable interest rate (Commitment). The terms of the Commitment and other financings shall be subject to the reasonable approval of the City with respect to the Adequacy of the Financing and Developer's equity to assure that funds will

be readily available to support the costs of the project including all Development Requirements and other non-construction costs;

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

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

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

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

Upon written request by Developer for the Certificate, the DED, within thirty (30) days after receipt of the same, shall undertake an inspection of such Project and thereafter provider Developer either with a certificate or a written statement indicating in adequate detail how Developer has failed to complete the Project in conformity with this Agreement, or is otherwise in default, and what measures or acts will be necessary, in the reasonable opinion of the DED, for Developer to perform as a condition to receipt of a Certificate. Developer shall have sixty (60) days to correct any such nonconformity or default. Upon compliance with DED requirements, Developer shall resubmit a written request for a Certificate from the DED. The furnishing of such Certificate to Developer shall not be unreasonably withheld or delayed.

(h) Mortgagees Not Obligated to Construct. Notwithstanding any other provisions of the Agreement, the institutional holder of any mortgage or its affiliate authorized by the Agreement shall not be obligated by the provisions of this Agreement to complete the Development Requirements and the construction of the Project or to guarantee such

construction or completion. Nothing in this paragraph or any other paragraph of this Agreement shall be deemed or construed to permit or authorize any such holder or its affiliate to develop or use projector any part thereof for any use or to construct any improvements other than the Project as provided for or permitted in the Agreement.

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

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

4. FINANCING REQUIREMENTS AND CITY ASSISTANCE.

(a). Reimbursement for Redevelopment Project Costs. Provided Developer substantially performs all of its obligations under this Agreement and furnishes the City with a cost analysis certified by an independent architect and the chief financial officer of the Developer, setting forth all redevelopment project costs (as defined in the TIF Act) for the Project on or before May 30, 2020 the City shall reimburse the Developer for certain "Qualified Redevelopment Project Costs" to the extent provided below. The City shall provide funds to the Developer in the amount of \$25,000.00 upon verification by the City of the Qualified Redevelopment Project Costs, as noted below; provide an additional \$25,000.00 after an additional six (6) months of operation from the date of first reimbursement; and final funding in the amount of \$25,000.00 after the second year of operation, on or before said date for a total City financial participation and assistance not to exceed \$75,000.00.

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

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

(c). Maximum Reimbursement. The city shall remit to the Developer the requested TIF incremental reimbursements set forth above but not to exceed a total reimbursement of Seventy-Five Thousand Dollars (\$75,000.00).

5. DEVELOPER'S COVENANTS.

(a). Use Restrictions, Equal Opportunity Laws/Covenants Running with Land.

The Developer covenants and agrees as follows:

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

(b). Developer's Indemnity.

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

- (i) Any condition of the pRoject or the Project Area, including without limitation any environmental condition:
- (ii) Any breach or default on the part of the Developer in the performance of any of its obligations under this Agreement not due to any act of neglect or default under this Agreement by the City;

- (iii) Any failure of the Developer or any contractor to pay contractors, subcontractors or material men;
- (iv) Any material misrepresentation or omission in the Developer's documentation to City to participate as the Developer of the Project which is the result of information supplied or omitted by the Developer or by agents, employees, contractors or persons acting under the control or at the request of the Developer;
- (v) Any failure of the Developer to redress any misrepresentations or omissions in this Agreement or any other agreement relating hereto;
- (vi) Any act or negligence of the Developer or of any of its agents, contractors, servants, employees or licensees;
- (vii) Any act or negligence of any assignee or lessee of the Developer, or of any agents, contractors, servants, employees or licensees of any assignee or lessee of the Developer; and
- (viii) Any claim, cost or damage with regard to the use or misuse of the Project by the developer.

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

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

(c). Developer's Insurance.

The Developer, at its sole cost and expense, shall procure and maintain the following insurance provided by insurance companies acceptable to the City and authorized to transact business under laws of the State of Illinois, as required

under the Revised Code of Ordinances of Fairview Heights, Illinois, Chapter 37, Article 4, Section 1, and agrees to abide by the terms and conditions set forth therein:

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

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

All insurance shall remain in force during the period covering occurrences happening on or after the effective date and remain in effect during performance of the Work and all times thereafter when the Developer may be correcting, removing, or replacing defective work until notification of the date of final inspection. Termination or refusal to renew shall not be made without thirty (30)

days prior written notice to the City by the insurer and the policies shall be endorsed so as to remove any language restriction or limiting liability concerning this obligation.

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

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

6. PERFORMANCE

- (a). Time is of the Essence.

Time is of the essence of this Agreement.

- (b). Permitted Delays.

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

(c). Breach; Remedies.

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

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

(d). Event of Default.

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

- (i) If any warranty or representation made or furnished by the City or by the Developer (including, without limitation, the representations and warranties of the Developer described in Section 2), was not true and correct at any time made.
- (ii) If the City or the Developer is in breach of any material provisions of this Agreement or any other agreement between the City and the Developer.
- (iii) If any petition is filed by or against City or the Developer under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereinafter existing, provided that, in the case of an involuntary proceedings, such petition is not vacated, stayed or set aside within ninety (90) days after filing.
- (iv) If the Developer defaults in fulfilling its obligations with respect to the completion of the Site Plan or abandons or substantially suspends construction work, or violates any other provision of this Agreement not otherwise specified in this Section 6(d), provided that any such default, violation, or abandonment or suspension shall not be cured, needed, or remedied within twenty (20) days of 15 the date the Developer receives written demand by City to cure such default, or such longer period to be determined by City in its sole discretion if the default cannot be reasonably cured within the twenty (20) day period, provided that the cure has been commenced by the Developer within said twenty (20) day period and thereafter diligently prosecuted to completion.
- (v) If City fails to fulfill its obligations set forth in Section 4; or

- (vi) If the Developer fails to comply with the use, occupancy and accessibility covenants affecting the Property described in Section 3 above; or
- (vii) If the Developer fails to comply with the non-discrimination covenants described in Section 5 and the Affirmative Action Obligations set forth in Section 7; or
- (viii) Failure of the Developer to pay real estate taxes or special assessments affecting the Project when due, or placing thereon any encumbrance or lien other than Financing or suffering any levy or attachment to be made, or any materialman's or mechanics' lien, or any other unauthorized encumbrance or lien to attach to the Project or any part thereof, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the City made for such payment, removal or discharge within twenty (20) days after written demand by City to remove such lien or encumbrance; or
- (ix) The Developer makes any assignment, pledge, encumbrance, transfer or other disposition as prohibited by this Agreement; or
- (x) If either City or the Developer defaults in performance of any of its other obligations under this Agreement and does not cure the same within twenty (20) days of written notice from the other party; or
- (xi) The Developer allows the conduct of general business operations at the Project Area to cease within seven (7) years of the Project Completion Date.

(e). Prior to the Issuance of Certificate.

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

(f). After Issuance of a Certificate.

If after the date on which the City issues its Certificate of Completion Developer defaults in any specific manner as described in Section 6(d), including but not limited to, Section 6(d)(ix), the City shall be excused from performance of any further obligations under this Agreement, entitled to the repayment of any and all amounts reimbursed to the developer under this Agreement, and any rights

available against Developer at law or in equity, including, without limitation, a suit for direct and consequential damages.

(g). Waiver and Estoppel.

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

(h). Access to the Project.

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

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

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

7. NON-DISCRIMINATION.

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

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

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

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

8. MISCELLANEOUS PROVISIONS.

(a). Entire Agreement.

Except as otherwise provided herein, this Agreement contains the entire agreement of the parties with respect to the Project and the Development Plans and supersedes all prior agreements, negotiations, and discussions with respect thereto and shall not be modified, amended or changed in any material manner whatsoever except by the written agreement of the city and the Developer. The term "material" for the purposes of this Section 8(a) shall be defined as any deviation from the terms of this Agreement which operates to cancel or otherwise reduce any developmental, construction or job-creating obligation of the Developer Requirements or any activities undertaken by the Developer affecting the Development Requirements, or increases any time agreed for the performance by City or the Developer by more than one hundred eighty (180) days.

(b). Assignability and Transfer.

Unless expressly permitted by the provisions of this Agreement, the Developer, until City issues the Certificate with respect to the Project, shall not assign, transfer or convey any right, title or interest in the Property or any of its duties or obligations under this Agreement as they relate to the Development Requirements nor the land. Notwithstanding anything to the contrary herein, the Developer may assign this Agreement without the consent of City (but without release of the Developer from its obligations under this Agreement) to:

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

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

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

(d). Survival.

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

(e). Mutual Assistance.

The City and the Developer agree to perform their respective obligations, including the execution and delivery of any documents, instruments, petitions, and certification, as may be necessary or appropriate, consistent with the terms and provisions of this Agreement.

(f). Cumulative Remedies.

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

(g). Limited Obligation.

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

(h). Disclaimer.

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

(i). DED's Authority.

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

(j). Notices.

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

If to the City: Paul Ellis
Director of Economic Development
10025 Bunkum Rd.
Fairview Heights, IL 62208

If to the Developer: Doug Klein, Owner
Klein's Brand Source, Inc.
10338 Lincoln Trail
Fairview Heights, IL 62208

(k). Headings.

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

(l). Governing Law.

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

(m). Recordation of Agreement.

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

(n). Successors and Assigns.

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

(o). Counterparts.

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

(p). Severability.

It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is held by a court of law to be illegal or in conflict with any law of the State of Illinois, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provisions held to be invalid.

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

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

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

KLEIN'S BRAND SOURCE, INC.

By: _____
Doug Klein, Owner

By: _____
Lynn Iler, Owner

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

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

Given under my hand and notarial seal this _____ day of April, 2020.

Notary Public

My Commission Expires:

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

I, _____, a notary public in and for said County, in the State aforesaid, do hereby certify that Doug Klein, personally known to me to be the authorized representative of Klein’s Brand Source, Inc., located at 10338 Lincoln Trail, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as such a representative, he signed and delivered the said instrument, pursuant to authority given said corporation, as his free and voluntary act and as the free and voluntary act and deed of said Klein’s Brand Source, Inc. for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of April, 2020.

Notary Public

My Commission Expires:

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

I, _____, a notary public in and for said County, in the State aforesaid, do hereby certify that Lynn Iler, personally known to me to be the authorized representative of Klein’s Brand Source, Inc., located at 10338 Lincoln Trail, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as such Mayor, he signed and delivered the said instrument, pursuant to authority given said corporation, as his free and voluntary act and as the free and voluntary act and deed of said Klein’s Brand Source, Inc. for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of April, 2020.

Notary Public

My Commission Expires:

City of Fairview Heights, Illinois



Development Agreement
Reporting Form*
Year, _____

A. Project # _____

B. Name of Project _____

C. Owners of Project _____

D. Address of Project _____

E. Total Private Investment Required _____

F. Total Private Sector Investment Made _____

G. Total \$'s Infused into Project by City _____

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

I. Completion Date of Project _____

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

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

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

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

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

_____	_____	_____
Name	Title	Date

_____	_____	_____
Name	Title	Date

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

LINCOLN TRAIL TIF

FAÇADE & SITE IMPROVEMENT PROGRAM DEVELOPMENT STANDARDS

The objective of applicants incorporating the following exterior building and site enhancements is based on the requirement that the enhancements would be of good to high quality products that, if incorporated, would result in a significant aesthetic upgrade to the architectural character and appearance of their building to the public. Precedent images are shown to convey the intent and provide a representative range of the types of enhancements preferred by the City.

A. Exterior Building Elements

1. **WALLS** - Changes to exterior wall materials/colors - This category would include items such as upgrading to cement-based (i.e. Hardie Board), masonry or other durable siding products with a range of aesthetic finish options in place of lesser quality siding products such as wood or wood-based and basic metal panel systems. Color palettes for exterior building materials **must be compatible with or from one** of the four earth-tone color palettes **below that are** preferred by the City. A blend of the colors **below from the** four preferred palettes would be acceptable if approved by the City.

Note: For metal panel systems, upgrading the panel finishes to include two or more colors from the preferred color pallets including the use of accent colors to break up large expanses of one color is considered an acceptable color upgrade.

Exterior Materials and Color Palettes for Buildings – Earth-Tones with Complimentary Accent Colors



Color Palette 1



Color Palette 2



Color Palette 3



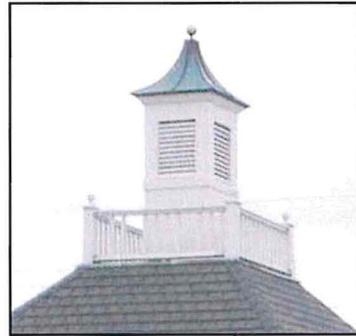
Color Palette 4

Since there is such a range of building styles present along the corridor, using some combination of these earth-tone color palettes with appropriate accent colors when renovating buildings along the corridor would provide a harmonious, relatively uniform range of exterior building colors. In combinations with utilizing appropriate design elements from the preferred type and style of enhancement treatments that follow, architectural diversity can be balanced with some unifying elements to provide the corridor with a subtle, yet apparent visual theme.

2. **PARAPET WALLS** - Addition of ornamental/architectural panels to emulate parapet walls - This category would include items such as finished aluminum, steel or EFIS panel systems to extend the wall height to create the appearance of parapet wall or to better balance the building length to height proportion and scale. Colors for these materials must be compatible with one of the four, or an approved blend of the four earth-tone color palettes preferred by the City.

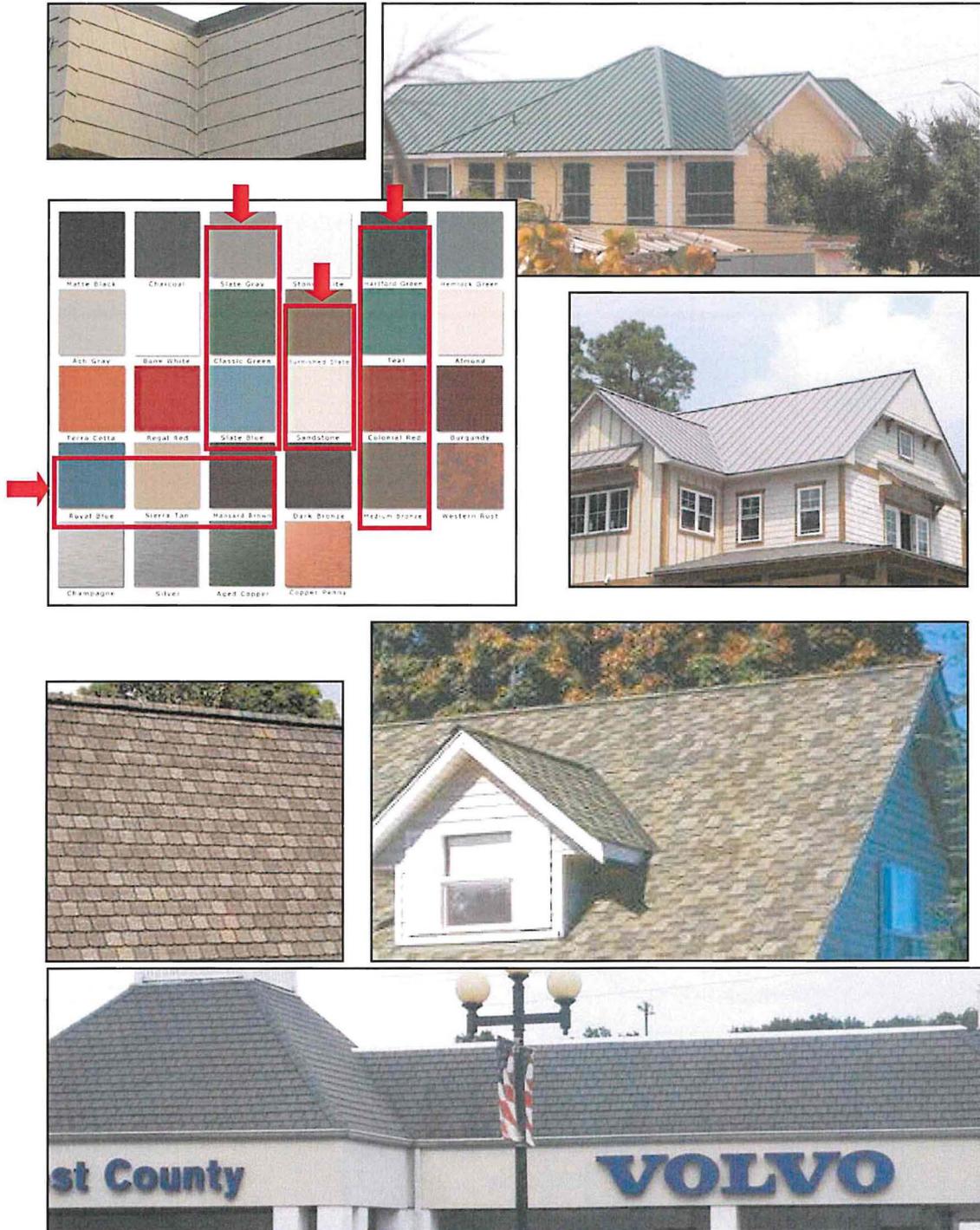


3. **BUILDING FAÇADES** - Addition of architectural wall panels to add functional/visual architectural interest. - This category would include items such as finished aluminum, steel or EFIS panel systems to add visual interest to building facades. These materials could include sun shade panels, panels with geometric patterns or shapes, canopy systems, etc., and could be added to accentuate building entries, corners of buildings or other areas that would add aesthetic interest to the building façade. Colors for these materials must be compatible with one of the four, or an approved blend of the four earth-tone color palettes preferred by the City.
4. **ARCHITECTURAL ORNAMENTATION** - Addition of other exterior building elements (faux columns/beams, etc.) to break up long homogeneous facades. - Similar to the above category, this category would include items such as finished aluminum, steel or EFIS panel systems to break up large expanses of homogenous wall materials and add visual interest to building facades. Locations of these items must be compatible with the overall building architectural style and aesthetic. Colors for these materials must be compatible with one of the four, or an approved blend of the four earth-tone color palettes preferred by the City.



Building Façade Treatments and Architectural Ornamentation

5. **ROOFING** - Changes to exterior roof materials/colors. - This category would include items such as upgrading to fiberglass or asphalt architectural shingles, standing seam metal or other durable roofing products with a range of aesthetic finish options in place of lesser quality roofing products. Colors for roofing materials must be compatible with one of the four, or an approved blend of the four earth-tone color palettes preferred by the City.



Roofing Materials in compatible colors.

6. **DOORS & WINDOWS** - Adding and/or enhancing doors and windows. This category would include items such as adding accent trim or other similar window treatments to existing windows or upgrading to good to high quality, **energy efficient** windows or where applicable, storefront products with a range of aesthetic finish options. Color for door and window materials must be compatible with one of the four, or an approved blend of the four earth-tone color palettes preferred by the City.

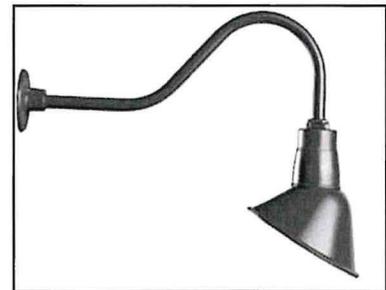
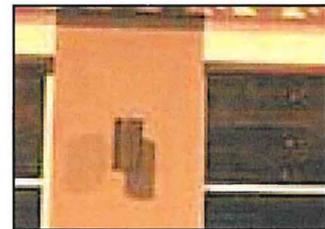
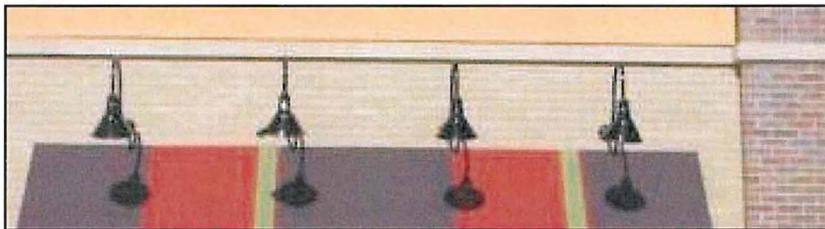
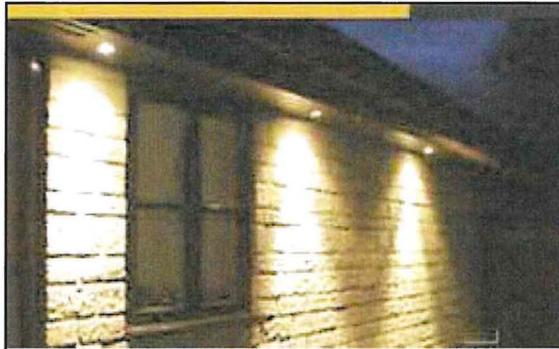
7. **AWNINGS** - Addition of architecturally compatible awnings. This category would include adding new awnings in significant quantities or upgrading to higher quality awnings with enhanced architectural character that makes a tasteful enhancement to the exterior building façade. Colors for awning materials must be compatible with one of the four, or an approved blend of the four earth-tone color palettes preferred by the City. (Note: On a case by case basis signage incorporated with acceptable style awnings could be considered an upgrade if approved by the City. Refer to sign section below.)

8. **SHUTTERS** - Addition of architecturally compatible shutters. This category, similar to awnings discussed in Item 7 above, would include adding new shutters of good quality and in significant quantities or upgrading to a higher quality shutter with enhanced architectural character that makes a tasteful enhancement to the exterior building façade. Colors for shutter materials must be compatible with one of the four, or an approved blend of the four earth-tone color palettes preferred by the City.



Examples of Doors, Windows and Awnings in compatible color ranges.

9. **BUILDING - ARCHITECTURAL FAÇADE LIGHTING** – Addition of architectural façade lighting. This category would include accent lighting on building facades and could include up-lighting or down-lighting of specific portions of the building for interest or wall washes or general, overall building exterior lighting treatments. Design of such lighting must not contribute to light trespass or create glare and distraction that would conflict with the safe operation of vehicles in adjacent parking areas or roads. The finish and style of façade lighting materials must be compatible with the overall building architectural style and aesthetic and colors compatible with one of the four, or an approved blend of the four earth-tone color palettes preferred by the City. **The use of LED and solar lighting fixtures is strongly encouraged.**



Examples of Lighting Fixtures in preferred styles and compatible color ranges.

10. **EQUIPMENT SCREENING** - Screening visual clutter on roofs such as HVAC Units, cooler towers or electrical equipment. This category of enhancements includes screening of roof-top HVAC units from public view through the use of finished metal screening panel systems, parapet walls of masonry, EFIS, etc., or similar types of screening systems. Colors for these screening materials must be compatible with one of the four, or an approved blend of the four earth-tone color palettes preferred by the City.

B. SITE & LANDSCAPE ENHANCEMENT ELEMENTS

Similar to exterior building enhancements, the objective of applicants utilizing the following categories of exterior site enhancements on their projects is based on the requirement that the enhancements would be of good to high quality products that, if incorporated, would result in a significant aesthetic upgrade to the site character and appearance of their property to the public.

11. **PARCEL ASSEMBLY** - This category is not an aesthetic enhancement but can improve area aesthetic by potentially reducing the number of entrance drive due to small individual parcels. The primary advantage gained from parcel assembly is functional and site organization/design flexibility and increased ability for business to expand as demand dictates.
12. **STRUCTURE DEMOLITION** - This category, similar to parcel assembly, is not an aesthetic enhancement but can improve area aesthetic by eliminating existing facilities or items that are no longer compatible with property/project needs. Also like parcel assembly, the primary advantage gained is functional and site organization/design flexibility and in some cases an increased ability for business to expand as demand dictates.
13. **DRIVEWAYS - Sharing of Driveways and/or reducing curb cut widths.** This category is similar to parcel assembly in that in can reduce the number of entry drives and improve vehicular circulation and safety.
14. **PERIMETER LANDSCAPE – For aesthetics and screening of parking lots and service areas.** This category of site enhancements includes incorporating landscaping within perimeter set back areas above and beyond requirements through current City landscape ordinances. The intent of the landscape enhancements is to provide screening of parking and other utilitarian areas within sites from public view. In addition the plantings will provide aesthetic interest and enhance the visual quality of each property and the overall corridor. Plantings should contain a variety of plant types similar to the styles of landscaping shown in the following example photographs preferred by the City. The use of native plants and plants adapted to the local climate is encouraged.
15. **PARKING LOT LANDSCAPE - Landscape islands on the interior of parking lots.** Similar to providing perimeter landscaping enhancements above, this category includes incorporating landscape islands interior to parking lots above and beyond current City landscape ordinances. These islands would be located at the ends of parking rows and/or at intermediate locations depending on available space. Recommended size of islands should be equivalent to two parking spaces, preferred, with a minimum size equivalent to one parking space. Plantings should contain a variety of plant types similar to the styles of landscaping shown in the following example photographs preferred by the City. The use of native plants and plants adapted to the local climate is encouraged.



Examples of Perimeter and Parking Lot Landscape

Recommended Plant Types

Shade Trees & Small Trees (Selected species from city code)

- *Taxodium distichum* - Bald Cypress Cultivar (Shawnee Brave)
- *Acer rubrum* - Red Maple Cultivars (Autumn Flame, October Glory or Scarlet Sentinel)
- *Betula nigra* - River Birch Cultivars (Heritage)
- *Acer saccharum* - Sugar Maple Cultivars (Green Mountain or Goldspire)
- *Quercus rubra* - Red Oak
- *Quercus schumardii* - Schumard Oak
- *Quercus bicolor* - Swamp White Oak
- *Tilia cordata* - Littleleaf Linden Cultivars (Greenspire or Chancellor)
- *Carpinus caroliniana* - American Hornbeam
- *Koelreuteria paniculata* - Golden Raintree
- *Ostrya virginiana* - Ironwood

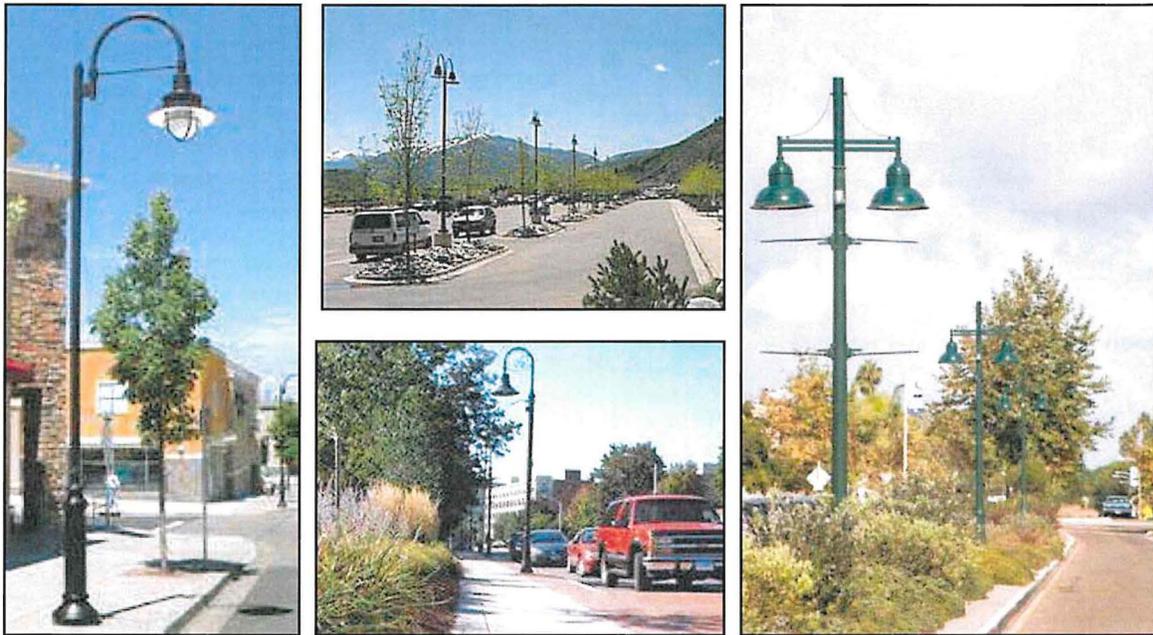
Shrubs

- *Buddleja* Cultivar 'Blue Chip' Lo & Behold
- *Buddleja davidii* Cultivars ('Adokeep' Adonis, 'Attraction' & 'Buzz Violet Blue') – Butterfly Bush
- *Buxus sempervirens* Cultivars (Green Velvet, Green Gem & Green Mountain) - Boxwood
- *Ceanothus americanus* – New Jersey Tea
- *Cornus serica* Cultivars ('Allemands' or 'Farrow' Arctic Fire) – Red Twig Dogwood
- *Hypericum prolificum* – Shrubby St. John's Wort
- *Itea virginica* Cultivars ('Little Henry' & Henry's Garnet')
- *Rhus aromatica* Cultivar ('Gro-Low') – Fragrant Sumac
- *Rosa* Cultivars ('Radcon', 'Radazz' & 'Radyod') – Knockout Roses (red & pink)
- *Spiraea japonica* Cultivars ('Antony Waterer' & 'Little Princess') – Spirea
- *Taxus cuspidata* 'Nana' – Dwarf Japanese Yew
- *Taxus x media* Cultivars ('Gwen' & 'Taunton') – English Yew
- *Viburnum dentatum* 'Christom' Blue Muffin – Blue Muffin Viburnum
- *Viburnum dentatum* 'KLMseventeen' Little Joe

Groundcovers, Perennials & Ornamental Grasses

- *Asclepias tuberosa* – Butterfly Weed
- *Coreopsis* 'Crème Brulee' – Crème Brulee Coreopsis
- *Coreopsis lanceolata* 'Sterntaler' - Laceleaf Coreopsis
- *Echinacea purpurea* Cultivars ('Elton Knight' & 'Pow Wow Berry') – Purple Coneflower
- *Liatris spicata* 'Kolbold Original' – Bottle Rocket
- *Nepeta faassenii* 'Blue Wonder' - Catmint
- *Rubeckia fulgida* 'City Garden' – Black-eyed Susan
- *Panicum virgatum* Cultivars ('Dallas Blue' & 'Shenandoah') – Swithgrass
- *Sporobolus heterolepis* – Prairie Dropseed

16. PARKING LOT LIGHTING - This category includes adding or upgrading to good to high quality products of the styles of parking lot light fixtures shown in the following example photographs preferred by the City. Based on the historical timeline of the corridor that dates back several decades, preferred light fixtures styles incorporate a Goose-Neck/Sheppard's Crook arm for support of the actual fixture assembly. **The use of LED and solar lighting fixtures is strongly encouraged.**



Examples of Parking Lot Lighting in compatible styles and color ranges.

17. PERMEABLE PAVEMENTS - This category includes utilizing precast permeable concrete pavers in parking lot areas such as parking stalls to reduce impervious paving areas and surface runoff as well as enhancing the aesthetic character of parking lots. Paver colors must be compatible with one of the four, or an approved blend of the four earth-tone color palettes preferred by the City. If used in ADA parking spaces, pavers must meet ADA requirements for accessible route surface materials and allowable slopes.



Examples of Permeable Pavers in compatible color ranges.

18. SIDEWALKS - Installation of sidewalks in ROW and/or sidewalk connections from ROW sidewalk to front door. This category includes installation of walkways along property frontage within public right-of-way to enhance pedestrian circulation. Connecting walkways from public walks to building entrances are encouraged as well. ADA requirements must be met for these walkways.



Examples of Sidewalks.

19. BUILDING ENTRY AREAS – Developing pedestrian areas at building entrances with color and/or imprinted paving or pavers. This category includes the addition of, or upgrading to, architectural paving systems at building entries to enhance aesthetic quality and visual interest. Acceptable paving types include imprinted & colored concrete, exposed aggregate concrete, precast concrete pavers or masonry pavers. Pavement colors must be compatible with one of the four, or an approved blend of the four earth-tone color palettes preferred by the City.



Examples of Enhanced Entry Paving

20. BUILDING ENTRY LANDSCAPE PLANTINGS - Addition of landscape plantings (above ground or in-ground) at building entrances. This category includes the addition of plantings and/or architectural planters, portable or permanent at building entries to enhance aesthetic quality and visual interest. Acceptable planter types include good to high quality products, durable and fade resistant. Planter colors must be compatible with one of the four, or an approved blend of the four earth-tone color palettes preferred by the City. **The use of native plants and plants adapted to the local climate is encouraged.**



Examples of Enhanced Landscaping & Site Amenities at Building Entries

21. FLAG POLES AND SITE FURNISHINGS - This category includes flags and banners on aluminum or steel flag poles of the size and height compatible with the scale of the project. A suggested height range would be 30'-40' for flagpoles and 20' to 30' for banner poles for most projects. Flag poles and banner poles as well as their proposed locations, will be reviewed for approval on a case-by-case basis. Other site amenities would include bike racks, benches, waste receptacles, etc. (Flags such as the USA flag that have specific requirements for flag size related to pole height and for lighting levels if flown at night, must be followed.)



Examples of Preferred Styles of Site Furnishings

22. WATER FEATURES - This category includes the incorporation of water features on a project site or at building entries. Water features can range in scale from small, subtle individual containers to larger basins or pools similar to the styles of water features shown in the following example photographs preferred by the City.



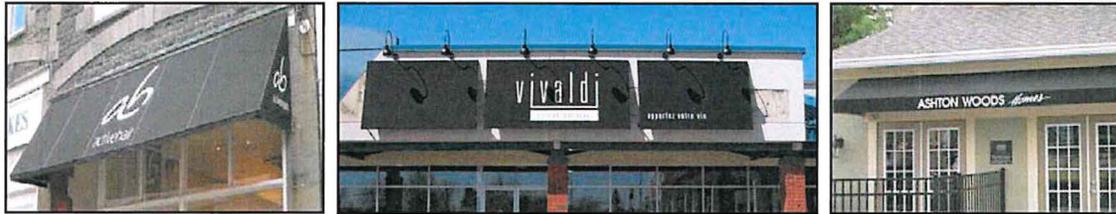
Examples of Enhanced Water Features

23. UNDERGROUNDING UTILITIES - Placement of utilities underground. This category of enhancement is intended to encourage property owners to place the 'non-public' portion of utilities specific to their property normally installed above grade, underground. Doing so provides improvement to the visual environment by reducing visual clutter but also provides improved dependability and reduced maintenance by removing the potential of damage to utilities from storms

C. SIGNING

24. BUILDING SIGNS - Addition of signing compatible with building architecture. This category would include upgrading to signage systems similar to the styles of signs shown in the following example photographs preferred by the City. These would include signage systems intended for mounting on building facades. Building façade signage could include back-lit sign letters or internal and face-lit sign letters. Also included in this category, is signage lettering incorporated as part of the building awnings. Awning signage must be approved by the City on a case-by-case basis as mention under Item 7 above. **If illuminated, the use of energy efficient signs is encouraged.**

Note: The intent of this category for signage is to encourage the similar sign styles while allowing flexibility to foster the reduction of sign clutter such as window signage



Examples of Awning Signs



Examples of Back-Lit Façade Signs



Examples of Face-Lit Façade Signs

25. SITE SIGNS - Site signage enhancements. This category would include upgrading to site signage systems similar to the styles of signs shown in the following example photographs preferred by the City. These would include low-height monument/panel signs located near the front of properties at vehicular entries to replace existing elevated, pole-mounted signs of various heights. The low, ground-level style signage should be coordinated with building façade signage if utilized (Refer to Item 24 above). **If illuminated, the use of energy efficient signs is encouraged.**



Enhanced Sense of Entry Landscaping, Lighting & Signage

26. SIGN REMOVAL - Removal of visually incompatible signs such as pole signs. This category would include the removal of **existing** pole signs, ordinance non-conforming signs and unsightly pole mounted

signs to improve the overall visual impressions along the corridor.

APPENDIX I

Application #: _____

Business Assistance Program Application

Applicant Information

1. Name of Person Completing Application: _____

2. Address: _____

3. Phone Number: _____

4. Fax Number: _____

5. Email: _____

Business Information

1. Business Name: _____

2. Owner: _____

a. Representative of owner: _____

b. Does Representative have a financial interest in the project? Yes No

c. If yes, what is the percentage level of participation? _____ %

3. State of Organization: _____

4. Address: _____

5. Phone Number: _____

6. Fax Number: _____

7. Email: _____

8. Type of Business Entity: _____

Project Information

Provide the Street Address of the project: _____

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

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

YES NO

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

3. What is the current zoning classification of the property? planned residential

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

If Yes, provide application numbers and dates for each application: _____

4. What is the nature of the proposed project?

New Construction Expansion Occupancy of Existing Building

If new construction specify as: Commercial; Residential; Industrial

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

1 additional 20 pages of work will be done
2 new units will be added
3 additional building materials will be used
4 new
5 for the construction of the project

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

YES NO. If Yes, describe improvements required:

1 additional 20 pages of work will be done
2 new units will be added
3 additional building materials will be used
4 new
5 for the construction of the project

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

YES NO

8. Identify: Project Start Date: 3/2012 and Project Completion Date: 5/2012

Project Costs

1. Estimated Total Project Cost: complete the following worksheet

Remodeling/Rehabilitation/Expansion (TOTAL):	\$
Labor	\$
Materials	\$
New Construction (TOTAL):	\$ <u>6,174,250.00</u>
Labor	\$
Materials	\$
Capital Equipment:	\$
Site Improvements (Acquisition/Preparation, etc.):	\$
Other:	\$
TOTAL ESTIMATED PROJECT COST:	\$

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

Public Benefits

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

PIN	EAV	TAXES	Projected EAV	Projected TAXES

Existing sales subject to sales tax: 4,200,000.00

Proposed sales subject to sales tax: 4,200,000.00

Existing number of FTE jobs: 10

Proposed number of FTE jobs: 10

Indicate the total amount of financial assistance requested (in current dollars): \$ 2,000,000.00

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

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

Miscellaneous

1. Does project involve a move from another location? NO YES

If Yes, indicate City and State _____

2. Applicant acknowledges that, to obtain benefits under the City of Fairview Heights' Business Assistance Program, the proposed project must be of a nature that a building permit must be obtained through the City of Fairview Heights. As such, the applicant agrees that such a permit must be obtained prior to disbursement of any funding under the Business Assistance Program.
- Applicant Agrees Applicant Disagrees

SIGNATURE OF PROJECT REPRESENTATIVE

I hereby certify I have read and understand the content of the Business Assistance Program Document and to the best of my ability present the above information as true and accurate.

NAME

TITLE

DATE

NOTE: Applications will not be considered for approval until they are completed in full and signed by the applicant.

LEGAL DISCLAIMER: completion of this application does not entitle the applicant to financial assistance under the Business Assistance Program. Any such assistance must be approved by the Fairview Heights City Council.

All applications shall be submitted to Paul Ellis, AICP, CEcD, at the address listed below.

If you have any questions, please contact:

Paul Ellis, AICP, CEcD
Director of Economic Development
City of Fairview Heights
10025 Bunkum Road
Fairview Heights, IL 62208
618.489.2033 (Direct)
618.489.2067 (Fax)
ellis@cofh.org

Examples of Payment Reductions

Should Terms and Conditions of Development Agreement Not Be Met

- A. \$5,000,000.00 of sales required annually
\$4,500,000.00 of sales occurred
\$500,000.00 short fall

$\$4,500,000 / \$5,000,000 = 90\%$ of sales requirement met

\$23,214.00 1st year rebate in agreement
X .90%
\$20,892.50 1st year revised rebate paid to Developer

- B. \$464,295.00 of private investment required

\$450,000.00 of private investment made
\$14,295.00 shortfall

$\$450,000.00 / \$464,295.00 = 96.9\%$

$100 - 96.9 = 3.1\%$ Reduction in Rebate

- C. 16 jobs required to be created 1st year
14 jobs created
2 jobs shortfall

$14 / 16 = 87.5\%$

$100 - 87.5 = 12.5\%$ Rebate in Rebate 1st year

\$23,214.00 1st year rebate in agreement
X .875%
\$20,312.25 1st revised rebate to developer

- D. 10 years required to be open
8 years in operation
2 year shortfall

$8 / 10 = 80\%$

$100 - 80 = 20\%$ of rebate to be paid back by Developer

\$69,644.00 Total rebate in agreement paid to Developer
X .80%
\$55,715.20

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

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

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

PROPOSED RESOLUTION NO. 16-'20

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR PROVISIONS OF GROUP MEDICAL, DENTAL, VISION AND LIFE INSURANCE COVERAGE FOR EMPLOYEES OF THE CITY OF FAIRVIEW HEIGHTS EFFECTIVE MAY 1, 2020 THROUGH APRIL 30, 2021.

WHEREAS, the City of Fairview Heights is in need of group medical, dental, vision and life insurance coverage for the City of Fairview Heights employees.

WHEREAS, it has been determined to be in the best interest of the employees to enter into an agreement with United Health Care for group medical insurance coverage from May 1, 2020 through April 30, 2021. Said agreement includes a Traditional Plan option and a HSA Plan option which includes medical, dental and vision coverage pursuant to the Benefits Renewal Review 2020 rates attached hereto, made a part hereof and marked "EXHIBIT A."

WHEREAS, it has been determined to be in the best interest of the City of Fairview Heights employees to enter into an agreement with the Guardian Life Insurance Company of America for life insurance coverage from May 1, 2020 through April 30, 2021 pursuant to the renewal rates attached hereto, made a part hereof and marked "EXHIBIT B."

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 United Health Care, 13655 Riverport Drive, Maryland Heights, MO 63043 for group medical insurance coverage from May 1, 2020 through April 30, 2021. Said agreement includes a Traditional Plan option and a HSA Plan option which includes medical, dental

and vision coverage pursuant to the renewal rates attached hereto, made a part hereof and marked "EXHIBIT A" and the Guardian Life Insurance Company of America, 1034 South Brentwood Boulevard, St. Louis, MO 63117 pursuant to the renewal rates for life insurance attached hereto, made a part hereof and marked "EXHIBIT B" and effective May 1, 2020 through April 30, 2021.

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



UnitedHealthcare

A Benefits Proposal for
City of Fairview Heights

Issued on: March 13, 2020

UnitedHealthcare

Medical Renewal Financial Exhibit for CITY OF FAIRVIEW HEIGHTS, IL

Effective Date: 5/01/2020 | Customer Number 00911232

Renewal rates effective: 5/1/20 to 4/30/21

Historical Information	Current Period	Prior Period	Blended
Beginning of Experience Period	12/01/2018	12/01/2017	
End of Experience Period	11/30/2019	11/30/2018	
Medical Incurred Claims	\$1,734,718	\$1,557,665	
Rx Incurred Claims	\$401,175	\$291,865	
Member Months	3,178	3,187	
Experience Rating PMPM			
A Incurred Medical Claims PMPM	\$545.85	\$488.76	
B Pooled Claims Over \$100,000	\$138.17	\$83.29	
C Adjusted Medical Claims (A - B)	\$407.68	\$405.47	
D Incurred Rx Claims PMPM	\$126.24	\$91.58	
E Total Incurred Claims (C + D)	\$533.91	\$497.05	
F Trend Factor (Current 17 mos, Prior 29 mos)	1.143	1.256	
G Plan Change Adjustment	1.000	1.000	
H Trended/Adjusted Claims (E * F * G)	\$610.32	\$624.44	
I Claim Period Weighting	70%	30%	\$614.56
J Adj for Member Change Between Plans			1.000
K Pooling charge for \$100,000			\$63.73
L Expected claims (I * J + K)			\$678.29
<i>Retention:</i>			
M Administration			10.8%
N State Taxes and Assessments			1.1%
O Other adjustment			0.0%
P Total retention (M + N + O)			11.9%
Q Experience Premium PMPM (L / (1 - P))			\$770.16
Manual Rating PMPM			
R Manual Premium PMPM (unadjusted)			\$662.98
S Age/Sex Adjustment			1.003
T Other Adjustment			1.000
U Manual Premium PMPM (R * S * T)			\$665.14
Renewal Action			
	Calculated Premium	Credibility Factor	
V Experience Rating	\$770.16	x 57.3%	\$441.05
W Manual Rating	\$665.14	x 42.7%	\$284.24
X Initial Calculated Renewal Cost PMPM (V + W)			\$725.28
Y Other adjustment			1.000
Z PMPM Prior to Reform Items, Commission, Fees (X * Y)			\$725.28
Renewal Prior to Reform Items, Commission, Fees			11.26%
AA Required Plan Change (Reform/Other)			1.000
AB PPACA PCORI and Reinsurance Fee PMPM (if applicable)			\$0.00
AC PPACA Insurer Fee			1.71%
AD Additional Program Amount			\$0.00
AE Commission %			0.00%
AF Service Fee			1.0000
AG Commission or Service Fee PEPM (converted to PMPM)			\$30.62
AH Calculated Renewal Cost PMPM (((Z * AA + AB) / (1-AC) + AD) * (1+AE) * AF) + AG)			\$768.55
AI Current Revenue PMPM			\$651.89
AJ Calculated Renewal Action (AH / AI) - 1			17.90%
AK Suggested Renewal Action			12.00%
AL Prospective Plan Change			1.000
AM Final Renewal Action (AI * (1+AK) * AL / AI) - 1)			12.00%
AN uBundle Discount			-2.50%
AO PMPM with uBundle (AI * (1+AM) * (1-AN))			\$711.86
AP Final Renewal with uBundle (AO / AI) -1			9.20%
Current Subscribers	111	Final Renewal Cost PMPM	\$711.86
Current Members	257	Final Renewal Monthly Cost	\$182,948
		Final Renewal Annual Cost	\$2,195,372

*Annual trend rate: Medical 9.9%, Rx 9.9%

Final renewal monthly/annual premiums are calculated using current enrollment

Rates and benefits are subject to regulatory and home office approval

UnitedHealthcare

Proposed Dental Rates for City of Fairview Heights

Effective Date: 05/01/2020

Dental Services	Passive PPO NEW_12048036 CS0	
Legal Entity	UnitedHealthcare Insurance Company	
	Primary Plan	
	In Network	Out of Network
Diagnostic Services		
Periodic Oral Evaluation	100%	100%
Radiographs	100%	100%
Lab and Other Diagnostic Tests	100%	100%
Preventive Services		
Dental Prophylaxis (Cleaning)	100%	100%
Fluoride Treatment	100%	100%
Sealants	100%	100%
Space Maintainers	100%	100%
Basic Services		
Restorations (Amalgams or Composite)*	80%	80%
Emergency Treatment/General Services	80%	80%
Simple Extractions	80%	80%
Oral Surgery (incl. surgical extractions)	80%	80%
Periodontics	80%	80%
Endodontics	80%	80%
Major Services		
Inlays/Onlays/Crowns	50%	50%
Dentures and Removable Prosthetics	50%	50%
Fixed Partial Dentures (Bridges)	50%	50%
Orthodontic Services		
Orthodontia	50%	50%
Orthodontia Eligibility	Adult & Child	
Deductible	\$50/\$150	\$50/\$150
Deductible applies to Prev. & Diag.	No	No
Annual Max	\$1,200	\$1,200
Lifetime Ortho Max	\$1,500	\$1,500
Waiting Period	None	
Out of Network Basis	MAC	
PPO Network	Options PPO 20	
CMM-Annual Roll-Over	No	
Assumed Enrollment and Rates		
Employee	54	\$31.77
Employee + Spouse	22	\$62.29
Employee + Child(ren)	14	\$65.24
Employee + Family	37	\$82.50
	127	
Monthly Premium	\$7,451.82	
Annual Premium	\$84,621.84	
Employer Contribution	Contributory	
Participation Requirements	75% of Eligible Employees	
Dependent Children Coverage	To Age 26	
Contract Basis	Fully Insured	
Benefit Period Basis	Calendar Year	
Exclusions and Limitations	Standard	
Broker Commissions	Standard Graded	
Rate Guarantee	12 Months	

UnitedHealthcare

Proposed Vision Rates for City of Fairview Heights

Effective Date: 05/01/2020

Vision Services		V1718	
Legal Entity	UnitedHealthcare Insurance Company Primary Plan		
	In Network	Out of Network	
Plan Options			
Contribution	100% Employer Paid		
Product Type	Exam with Materials		
Network Type	Standard Network		
Exam(s) Co-pay	\$10	Not Applicable	
Material Co-pay (Frames/Spectacle Lenses or Contact Lenses)	\$25	Not Applicable	
Service Frequency			
Exams/ Lenses/ Frames/Contacts	12/12/24/12		
Eye Examination			
Exam(s) (Includes additional eye exam for ages 0-12)	100%	Up to \$40	
Lenses			
Single Vision	100%	Up to \$40	
Lined Bifocal	100%	Up to \$60	
Lined Trifocal	100%	Up to \$80	
Lenticular	100%	Up to \$80	
Frames			
Retail Frame Allowance	Up to \$120	Up to \$45	
Discount on Frame Coverage at participating providers	30%	Not Applicable	
Flexible Contact Lenses			
Covered Formulary Contacts	Up to 4 boxes	Up to \$120	
Non-Formulary Contacts	Up to \$120	Up to \$120	
Necessary Contact Lenses	100%	Up to \$210	
Lens Options			
Covered-in-full Lens Options	Polycarbonate Lenses for Children up to Age: 19 Standard Scratch Coating	Not Applicable	
Non-covered Lens Options	Price Protection available for non-covered lens options ranging from 20-60% off retail pricing at participating providers (except where not permitted by state law).		
Value Services			
Laser Vision Discount	UnitedHealthcare is proud to add value to your vision care program by offering access to discounted laser vision correction procedures. Visit myuhcvision.com for more information.		
Children's Eye Care Replacement Eyeglasses			
Additional eyeglass frame/lenses due to prescription change (ages 0-12).	Members ages 0-12 who have a prescription change of 0.5 diopter or more are eligible for a replacement frame and lenses. The replacement benefits are the same as the benefits for the initial frame and lenses. Not applicable for Exam Core or Exam with Discounted Material Plans.		
Assumed Enrollment and Rates			
Employee	54	\$8.23	
Employee + Spouse	22	\$13.83	
Employee + Child(ren)	14	\$14.10	
Employee + Family	97	\$20.09	
	127		
Monthly Premium			
Annual Premium	\$1,889.41		
Participation Requirements	75% of Eligible Employees		
Dependent Children Coverage	To Age 26		
Contract Basis	Fully Insured		
Benefit Period Basis	Date of Service		
Exclusions and Limitations	Standard		
Broker Commissions	10%		
Rate Guarantee	36 Months		

Exhibit "B"



**It's renewal
time!**

**Guardian is
here to help.**

RENEWAL INFORMATION FOR

**CITY OF FAIRVIEW HEIGHTS
GROUP PLAN # 00398426**

**RENEWAL PERIOD
May 1, 2020 - April 30, 2021**



guardiananytime.com

The Guardian Life Insurance Company of America, New York, NY.

Renewal Rates At-a-Glance

This plan is currently offered for Insurance Class 1, 3 and 4

BASIC LIFE PLAN RATES					
Coverage	Volume	CURRENT		RENEWAL	
		Monthly Rate	Annual Premium	Monthly Rate	Annual Premium
BASIC LIFE	\$8,559,500	\$0.280/\$1000	\$28,760	\$0.280/\$1000	\$28,760

This plan is currently offered for Insurance Class 1, 3 and 4

AD&D PLAN RATES					
Coverage	Volume	CURRENT		RENEWAL	
		Monthly Rate	Annual Premium	Monthly Rate	Annual Premium
AD&D	\$8,559,500	\$0.030/\$1000	\$3,081	\$0.030/\$1000	\$3,081

This plan is currently offered for Insurance Class 1 and 4

DEPENDENT LIFE PLAN RATES					
Coverage	Dependents	CURRENT		RENEWAL	
		Monthly Rate	Annual Premium	Monthly Rate	Annual Premium
DEPENDENT LIFE	68	\$0.540/Dep	\$441	\$0.540/Dep	\$441