AGENDA
COMMUNITY COMMITTEE
Wednesday, November 20, 2019 – 7:00 p.m.
Council Chambers
Fairview Heights City Hall
10025 Bunkum Road

Public Participation
Approval of Minutes – October 16, 2019

Planning
Alderman Harry Zimmerman, Chairman

1. Director’s Report
   a. Special Use Permit to allow a church to operate in the B3-Community Business District at 10227 Lincoln Trail
   b. AN ORDINANCE AMENDING ORDINANCE NO. 190, “THE REVISED CODE”, CHAPTER 27, “OFFENSES” BY ADDING SECTION 27-1-53 PROHIBITING CANNABIS ESTABLISHMENTS.
   c. Motion to send to City Council with the recommendation of approval the demolition contract with Hank’s Excavating for the demolition of 109 N. Ruby Road (a condemned derelict property) in the amount of $9,745.00.

Development
Alderman Bill Poletti, Chairman

1. Director’s Report
   a. Promotional Flyer – Café Biz 618
   b. One Page Flyer – PACE Financing Program
   c. Slides for Nov. 14 Presentation – PACE Financing
   d. Sales Tax

Parks & Recreation
Alderman Brenda Wagner, Chairman

1. Director’s Report: General discussion regarding the report.
COMMUNITY COMMITTEE MINUTES
Wednesday, October 16, 2019 – 7:00 p.m.
City Council Chambers
10025 Bunkum Road, Fairview Heights, IL

Committee Members in attendance – Brenda Wagner, Harry Zimmerman, Bill Poletti, Mayor Mark Kupsky, Ex-officio

Committee Members absent – Frank Menn, Ryan Vickers

Other Aldermen and Elected Official in attendance – Anthony LeFlore, Pat Baeske, City Clerk Karen Kaufhold

Staff in attendance - Parks and Recreation Director Angela Beaston, Economic Development Director Paul Ellis, City Attorney Andrew Hoerner, Lt. David Kitley

Recorder – Cheryl Kleb

Public Participation – None.

Approval of October 1, 2019
Motion and second to approve said minutes were made by Committee Members Brenda Wagner/Harry Zimmerman. Motion carried.

Parks & Recreation Committee
Alderman Brenda Wagner, Chairman

Parks and Recreation Director’s Report
Director Beaston presented the Director’s written report to Committee for review. There were no questions.

St. Clair County Grant Authorization – Approval to apply for an equipment grant through the St. Clair County Parks Grant Commission
Director Beaston presented a request to enter into a Contract with the St. Clair County Parks Grant Commission for funding to purchase equipment for park use.

Motion and second to recommend to City Council a Resolution entering into a Contract with the St. Clair County Parks Grant Commission for funding to purchase equipment for park use were made by Aldermen Bill Poletti/Harry Zimmerman. Motion carried.

Development Committee
Alderman Bill Poletti, Chairman

Economic Development Director’s Report
Director Ellis presented the Director’s report to Committee for review. There were no questions.
COMMUNITY COMMITTEE MINUTES  
Wednesday, October 16, 2019 – 7:00 p.m.  
City Council Chambers  
10025 Bunkum Road, Fairview Heights, IL  

Committee Members in attendance – Brenda Wagner, Harry Zimmerman, Bill Poletti, Mayor Mark Kupsky, Ex-officio  
Committee Members absent – Frank Menn, Ryan Vickers  
Other Aldermen and Elected Official in attendance – Anthony LeFlore, Pat Baeske, City Clerk Karen Kaufhold  
Staff in attendance - Parks and Recreation Director Angela Beaston, Economic Development Director Paul Ellis, City Attorney Andrew Hoerner, Lt. David Kitley  
Recorder – Cheryl Kleb  

Public Participation – None.  

Approval of October 1, 2019  
Motion and second to approve said minutes were made by Committee Members Brenda Wagner/Harry Zimmerman. Motion carried.  

Parks & Recreation Committee  
Alderman Brenda Wagner, Chairman  

Parks and Recreation Director’s Report  
Director Beaston presented the Director’s written report to Committee for review. There were no questions.  

St. Clair County Grant Authorization – Approval to apply for an equipment grant through the St. Clair County Parks Grant Commission  
Director Beaston presented a request to enter into a Contract with the St. Clair County Parks Grant Commission for funding to purchase equipment for park use.  

Motion and second to recommend to City Council a Resolution entering into a Contract with the St. Clair County Parks Grant Commission for funding to purchase equipment for park use were made by Aldermen Bill Poletti/Harry Zimmerman. Motion carried.  

Development Committee  
Alderman Bill Poletti, Chairman  

Economic Development Director’s Report  
Director Ellis presented the Director’s report to Committee for review. There were no questions.
BAP Letter of Intent for Klein's Brand Source (Application No. 01-2019KBS)
Director Ellis briefed the Committee on the receipt of an application and Letter of Intent from Klein’s Brand Source through the Business Assistance Program (BAP) for reimbursement of eligible costs paid as part of their recent expansion project in the Lincoln Trail District.

Motion and second to recommend to City Council for approval a Letter of Intent from Klein’s Brand Source through the Business Assistance Program (BAP) for reimbursement of eligible costs paid as part of their recent expansion project in the Lincoln Trail District were made by Aldermen Brenda Wagner/Harry Zimmerman. Motion carried.

Sales Tax
Director Ellis reported on the Sales Tax Report and factors that impacted sales taxes.

Planning Committee
Alderman Harry Zimmerman, Chairman

Land Use & Development Director’s Report
Chairman Harry Zimmerman presented the Director’s report to Committee for review. There were no questions.

ZBA 02-19, Area Bulk Variance to allow the clearance area for a pylon sign in the “PB” Planned Business District to be reduced from 10’ in height to 5’ in height for the property addressed as 815 Lincoln Highway
Chairman Harry Zimmerman briefed Committee on Zoning Board of Appeals case, ZBA 02-19, an Area Bulk Variance to allow the clearance area for a pylon sign in the “PB” Planned Business District to be reduced from 10’ in height to 5’ in height for the property addressed as 815 Lincoln Highway.

Motion and second to recommend to City Council approval of Zoning Board of Appeals case, ZBA 02-19, an Area Bulk Variance to allow the clearance area for a pylon sign in the “PB” Planned Business District to be reduced from 10’ in height to 5’ in height for the property addressed as 815 Lincoln Highway in accordance with the recommendation of the Zoning Board of Appeals were made by Aldermen Bill Poletti/Brenda Wagner. Motion carried.

Meeting adjourned at 7:30 p.m.

Submitted By:

______________________________
Recorder
To: City Council  
From: Andrea Riganti, Land Use and Development Director  
Subject: Director’s Report  
Date: November 18, 2019

Following are the major action items or ongoing projects for the Department of Land Use and Development (LUD):

**Planning and Zoning**
- Planning Commission will meet on November 20, 2019 prior to the Community Committee meeting to consider a Special Use Permit to allow a church to operate in the B3-Community Business District at 10227 Lincoln Trail. This matter will also be referred to the Community Committee on November 20, 2019 for a recommendation. Attached is the background information.
- Zoning Board of Appeals did not meet in November.
- Staff continues to consult with developers, property owners, and residents on new development, annexation and zoning related matters.
- Staff continues to work with Economic Development Department on various efforts including the Economic Development Strategy, Business Alliance Commission, TIF administration, developer meetings and more.
- Staff continues to work on TIF implementation and administration, including the Bunkum Road TIF and the Business Assistance Program.
- Staff continues to identify properties for strategic acquisition and assist in same.
- Staff continues to research the zoning implications of the state legalization of recreational marijuana and draft potential ordinance amendments. In advance of presenting draft zoning regulations to Planning Commission for consideration, City Council is being asked establish whether or not to allow a recreational facility in the community. To that end, an “Opt-Out” ordinance has been placed on the November 20, 2019 Community Committee meeting for consideration.

**Code Enforcement**
- Staff continues to perform routine inspections of problem properties and “hot spots” for potential property maintenance issues. Staff also responds to complaint driven issues for same.
- Staff continues to respond to animal control calls.
During the winter months, staff will engage in property maintenance sweeps of commercial areas.

Staff continues to establish a neighborhood preservation strategy. The Vacant Building Registration Program draft ordinance is being reviewed by the City Attorney.

**Building Division**

Two bids for the demolition of 109 N. Ruby Road were received in response to an Invitation to Bid. Attached are the bid results. Due to past performance with similar projects and ability to complete projects on time and within budget, Hank’s Excavating is being recommended. Staff will be seeking a recommendation from Community Committee on November 20, 2019.

The deed for 125 S. Ruby has been transferred to the City. Staff from various departments will be placing the property on the City’s insurance, ensuring the building is secure, preparing for grounds and property maintenance, and patrolling the area regularly.

Staff continues to perform plan review and building related inspections.

Please let me know if there are questions or concerns.

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**FYE - DID YOU KNOW...**

In Development Code terminology, what is the difference between LAND USE and ZONING?

**LAND USE:** is a generic term meaning the function of the land, what it is being used for or what activity(ies) occur on the land. For example, a building on a property being used for a retail clothing store.

**ZONING:** is a land use regulation. Zoning divides a community into different districts and regulates what is permitted within a particular zone and establishes standards for same. Zoning standards include building location on a property, height, parking, secondary (accessory) structures, size and much more. For example, a property is zoned B-1 Neighborhood Business District, which allows limited sales and service establishments intended to serve the surrounding neighborhood.

The terms are not interchangeable. At times, a building or property’s land use can be different than the zoning district. What does that mean?
<table>
<thead>
<tr>
<th>Name</th>
<th>Bid Amount</th>
<th>Bid Bond</th>
<th>Certification</th>
<th>Application</th>
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<tbody>
<tr>
<td>Hanks Excavating &amp; Landscaping</td>
<td>$9,745.00</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
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<tr>
<td>Bid submitted at 1:50 PM November 8, 2019</td>
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<td>Schafer Excavating, Inc.</td>
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<td>Bid submitted at 12:38 PM November 8, 2019</td>
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Planning Commissioner introduced the following resolution and moved for its adoption:

RESOLUTION PC 9-19

A RESOLUTION ADOPTING FINDINGS OF FACT PC 10-19 RELATING TO A REQUEST FROM STEVEN AND TANYA HUBBARD TO APPROVE/DISAPPROVE A SPECIAL USE PERMIT WITHIN “B-3” BUSINESS DISTRICT FOR A CHURCH LOCATED AT 10227 LINCOLN TRAIL.

WHEREAS, Steven and Tanya Hubbard, hereinafter referred to as the “Applicant,” has properly applied for a Special Use permit for a church within the “B-3” Business District located at 10227 Lincoln Trail.

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

1. That the Applicant appeared before the Planning Commission for a public hearing pursuant to Section 14-10-8 of the City of Fairview Heights Development Code on November 20, 2019, and that said public hearing was properly advertised and that the minutes of said public hearing are hereby incorporated by reference.


3. That this permit will/will not require any changes to traffic circulation and ingress/egress.

4. That this permit will/will not require any changes to lighting, landscaping, or the existing site usage.

5. That the proposed use will/will not be unduly dangerous or otherwise detrimental to persons residing or working in the vicinity of the use or to the public welfare.

6. That the proposed use will/will not substantially adversely impair the use, enjoyment, or market value of any surrounding property.

7. That the proposed use will/will not be hazardous or disturbing to existing neighboring uses.

8. That the proposed use will/will not be served adequately by public facilities and services such as highways and streets.

9. That the proposed use will/will not create excessive additional requirements at public cost for public facilities and services, and it will/will not be detrimental to the economic welfare of the community.
10. That the proposed use will/will not involve activities and uses that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke fumes, glare or odors.

11. The proposed use will/will not be consistent with the Comprehensive Plan.

12. That the Permittee shall be responsible for all City costs incurred in administering and enforcing this Permit.

13. That the Director of Land Use, and his/her designee, shall have the right to inspect the premises for compliance and safety purposes annually or at any time, upon reasonable request.

14. That the Permittee shall meet the performance standards identified in Section 14-3-20 of the Development Code, and ensure in particular that traffic and noise impacts deemed to be excessive to surrounding residential areas are reasonably mitigated. Mitigation strategies will be reviewed by the Director of Land Use prior to implementation.

The motion for the adoption of the foregoing resolution was duly seconded by;

and the following voted for the same:

and the following against the same:

and the following abstained:

and the following were absent:

whereupon said resolution was declared duly passed and adopted by the Fairview Heights Planning Commission this the 20th day of November 2019.

______________________________________________
Planning Commission Chairman

ATTEST:

______________________________________________
Land Use Director
Christine Rae Bishop hereby acknowledges receipt of this Permit and has reviewed the conditions of this Permit and have agreed that they will comply with the terms of this Permit.

By: ___________________________  Its: ______________________________

STATE OF ILLINOIS)
COUNTY OF __________ ) SS.

On this _____ day of _________________, 2019 before me, a Notary Public, personally appeared ____________________________, the applicant, to be known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

________________________________________
APPLICATION FOR SPECIAL USE PERMIT OR DEVELOPMENT PLAN

Land Use and Development Department
Fairview Heights City Hall
10025 Bunkum Road
Fairview Heights, IL 62208
Phone (618) 489-2060

(Do not write in this space – for office use only)

Case Number Assigned: __________________________
Date Proof of Public Notice Sign Provided: ______________
Date Application Received: __________________________
Zoning District of Property: __________________________
Date Set for Hearing: _________________________________
Recommendation of Plan Commission: __________________
Name of Newspaper and Publication Date: _______________
Date of Final City Council Decision: _____________________
Publication Fee Paid: _________________________________
Action by City Council: _______________________________

Development Plan: __________________________ Amended Development Plan: ____________
Special Use: ________________________________

All information must be completed and submitted herewith. Applicants are encouraged to visit the Land Use and Development Department for any assistance needed in completing this form.

1. Name of property owner(s): Eric Gilland
   Mailing address: 1149 Reco Ave, St. Louis MO 63126
   Phone: 314-822-3700
   E-Mail: artwork@jillans.com

2. Name of applicant (if other than owner): Steven & Tanya Hubbard
   Relationship to owner (contractor, family member, lessee, etc.): lessee
   Mailing address: 10227 Lincoln Trail Suite 9
   Phone: (618) 623-5501
   E-Mail: StevenHubbard160@yahoo.com
   Steven hubbard160@yahoo.com
   K 5 F e 20 19@ y h o o . c om
3. Address of property: 10227 Lincoln Trail Suite 9 Fairview Heights IL 62209
   Parcel (Tax) ID number: ____________________________
   Present use of property: Beauty Supply
   Zoning district: B-3

4. Type of Development for which permit is requested:
   The type of development is a Church.

5. (For residential developments only)
   Density: ____________________________
   Number of structures: _______  Dwelling units per structure: _______
   Total number of dwelling units: ___________
   Estimated number of persons per dwelling unit: ________________________
   Density = Population of development = _________ = _________ persons/acre.

6. A special use permit or development plan approval is requested for the property
described above in conformity with the documents submitted herewith.
I certify that all of the above statements and the statements contained in any
papers or plans submitted herewith are true and accurate; that I have read and
understand the regulations pertaining to Special Uses and Development Plans
and I believe to the best of my knowledge that the proposed will not violate any
portion of said code.

I also understand that as the Applicant, it is my responsibility to obtain all other
permits or licenses required by any applicable regulatory agencies for this Land
Use Application.

I consent that the entry in or upon the premises described in this application by any
authorized official of Fairview Heights, Illinois for the purpose of inspecting or of
posting, maintaining, and removing such notices as may be required by law.

Signature of Owner: ____________________________ Date: 5/3/19

Signature of Applicant: Tanaya Hubbard Date: 3/11/19
March 26, 2019

To Whom It May Concern,

I, Steven D. Hubbard Sr., pastor of Kingdom Builders for Christ Ministries, am writing this letter in regards to opening a church at 10227 Lincoln Trail Suite 9. My wife and I currently are renting suites 7, 8, and 9 and have been doing so for the past five years. Our goal is to be spiritual leaders, as well as mentors for the youth in the community. We believe that having a church in this area will be beneficial to people of all ages. Our objective is to make all feel welcome to come worship our Lord and Savior Jesus Christ. I humbly submit this letter with hopes of working with you on behalf of our community in the near future.

Grace and peace be unto you.

Sincerely,

Pastor Steven D. Hubbard, Sr
<table>
<thead>
<tr>
<th>Style/Stories</th>
<th>Special Use</th>
<th>Quality</th>
<th>D</th>
<th>Building Use</th>
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**History Values**

**Tax Year Total Appraised Value**

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<th>ACT% A/AREA</th>
<th>EA/AA</th>
<th>HEATED</th>
<th>NBHD</th>
<th>AMOUNT</th>
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<td>2100</td>
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<td>2100</td>
<td>1.00</td>
<td>2100</td>
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<td>L100 M100 B100</td>
</tr>
</tbody>
</table>
ORDINANCE NO.

AN ORDINANCE AMENDING ORDINANCE NO. 190, “THE REVISED CODE”, CHAPTER 27, “OFFENSES” BY ADDING SECTION 27-1-53 PROHIBITING CANNABIS ESTABLISHMENTS.

WHEREAS, the City of Fairview Heights has the authority to adopt ordinances and promulgate rules and regulations for its community; and

WHEREAS, this Ordinance is adopted pursuant to the provisions of the Illinois Cannabis Regulation and Tax Act, Public Act 101-0027, which provides that the City has the authority to prohibit adult-use cannabis business establishments; and

WHEREAS, the City has determined that the operation of cannabis business establishments are not desirable in its community.

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

SECTION 1: Cannabis Business Establishments Prohibited. Chapter 27 of the Revised Code of the City of Fairview Heights shall be amended by the addition of Section 27-1-53 that will read as follows:

Section 27-1-53 Cannabis Business Establishments Prohibited.

1. Definitions. The following words and phrases shall, for the purposes of this Chapter, have the meanings respectively ascribed to them by this section, as follows:

   ADULT-USE CANNABIS BUSINESS ESTABLISHMENT: A cultivation center, craft grower, processing organization, infuser organization, dispensing organization or transporting organization.

   ADULT-USE CANNABIS CRAFT GROWER: A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to cultivate, dry, cure and package cannabis and perform other necessary activities to make cannabis available for sale at a dispensing organization or use at a processing organization, per the Cannabis Regulation and Tax Act, (P.A.101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

   ADULT-USE CANNABIS CULTIVATION CENTER: A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to cultivate, process, transport and perform necessary activities to provide cannabis and cannabis-infused products to licensed cannabis business establishments, per the Cannabis Regulation and Tax Act, (P.A.101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

   ADULT-USE CANNABIS DISPENSING ORGANIZATION: A facility operated by an organization or business that is licensed by the Illinois Department of Financial and Professional Regulation to acquire cannabis from licensed cannabis business establishments for the purpose of selling or dispensing cannabis, cannabis-infused products, cannabis seeds, paraphernalia or related supplies to purchasers or to qualified registered medical cannabis patients and caregivers, per the Cannabis Regulation and...
Tax Act, (P.A.101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

ADULT-USE CANNABIS INFUSER ORGANIZATION OR INFUSER: A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to directly incorporate cannabis or cannabis concentrate into a product formulation to produce a cannabis-infused product, per the Cannabis Regulation and Tax Act, (P.A.101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

ADULT-USE CANNABIS PROCESSING ORGANIZATION OR PROCESSOR: A facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to either extract constituent chemicals or compounds to produce cannabis concentrate or incorporate cannabis or cannabis concentrate into a product formulation to produce a cannabis product, per the Cannabis Regulation and Tax Act, (P.A.101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder.

ADULT-USE CANNABIS TRANSPORTING ORGANIZATION OR TRANSPORTER: An organization or business that is licensed by the Illinois Department of Agriculture to transport cannabis on behalf of a cannabis business establishment or a community college licensed under the Community College Cannabis Vocational Training Pilot Program, per the Cannabis Regulation and Tax Act, (P.A.101-0027), as it may be amended from time to time, and regulations promulgated thereunder.

PERSON: Any person, firm, corporation, association, club, society or other organization, including any owner, manager, proprietor, employee, volunteer or agent.

2. Cannabis Business Establishments Prohibited. The following Adult-Use Cannabis Business Establishments are prohibited in the City of Fairview Heights. No person shall locate, operate, own, suffer, allow to be operated or aide, abet or assist in the operation within the City of Fairview Heights any of the following:
   - Adult-Use Cannabis Craft Grower
   - Adult-Use Cannabis Cultivation Center
   - Adult-Use Cannabis Dispensing Organization
   - Adult-Use Cannabis Infuser Organization or Infuser
   - Adult-Use Cannabis Processing Organization or Processor
   - Adult-Use Cannabis Transporting Organization or Transporter

3. Public Nuisance Declared. Operation of any prohibited Cannabis Business Establishment within the City in violation of the provisions of this Chapter is hereby declared a public nuisance and shall be abated pursuant to all available remedies.

4. Violations. Violations of this Chapter may be enforced in accordance with the provisions of Chapter ___ of this Code.

5. Severability. If any provision of this Ordinance, or the application of any provision of this Ordinance, is held unconstitutional or otherwise invalid, such occurrence shall not affect other provisions of this Ordinance, or their application, that can be given effect without the unconstitutional or invalid provision or its application. Each unconstitutional or invalid
provision, or application of such provision, is severable, unless otherwise provided by this Ordinance.

6. Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law.

READ FOR THE FIRST TIME:

READ FOR THE SECOND TIME:

__________________________________
MARK T. KUPSKY, MAYOR
CITY OF FAIRVIEW HEIGHTS, ILLINOIS

ATTEST:

________________________________
KAREN J. KAUFHOLD – CITY CLERK
Bid Form
The Bid shall be submitted to the City and include a base bid only. Note that the City is exempt from paying State Sales Tax for materials and services for this Work; therefore bidder's prices shall not include same.

Bidder will complete Work for the following price(s):

<table>
<thead>
<tr>
<th>Item</th>
<th>Unit</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demolition of structure at 109 N. Ruby Lane and all associated site work.</td>
<td>LS</td>
<td>9745.00</td>
</tr>
</tbody>
</table>

Total written in words:
Submitted on November 8th, 2019

Corporation Name: Hank's Excavating & Landscaping, Inc.
State of Incorporation: Illinois
Business Address: 5825 West State Route 161 Belleville, IL 62223
Business Phone Number: 618-398-5556

Authorized Representative: Henry H. Rohwedder, President
Title:
Attest: Henry H. Rohwedder, Secretary

Label and return to:

FAIRVIEW HEIGHTS BID PACKET
01-19 DEMOLITION
Department of Land Use and Development
c/o City Clerk’s Office
City of Fairview Heights
10025 Bunkum Road
Fairview Heights, IL 62208
BID BOND

CONTRACTOR:
(Name, legal status and address)
Hank's Excavating & Landscaping, Inc.
5825 W. State Route 161
Belleville, IL 62223

OWNER:
(Name, legal status and address)
City of Fairview Heights
10025 Bunkum Road
Fairview Heights, IL 62208

SURETY:
(Name, legal status and principal place of business)
Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

BOND AMOUNT:  Ten Percent of the Attached Bid  (10%)

PROJECT:
(Name, location or address, and Project number, if any)
109 North Ruby Lane Demolition

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
Signed and sealed this 8th day of November, 2019.

Henry H. Rohwedder, President
(Title)

Travelers Casualty and Surety Company of America

Katherine M. Schwartz, Attorney-in-Fact
(Title)

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310, 2010 edition
ACKNOWLEDGMENT BY SURETY

STATE OF MISSOURI
County of St. Charles

On this 8th day of November, 2019 before me personally appeared

___ Katherine M. Schwartz ___ known to me to be the Attorney - In - Fact of

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, and the day and year in this certificate first above written.

Notary Public in the State of Missouri
St. Charles County

January 29, 2021
My Commission Expires
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Katherine M. Schwartz of SAINT LOUIS, Missouri, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice President, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed by the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereeto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 8th day of November, 2019

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.
PROJECT LABOR AGREEMENT

As adopted on November 10, 2004 by the Southwestern Illinois Building & Construction Trades Council Board of Business Agents

This Agreement is entered into this ______ day of __________, 2019 by and between Hank’s Excavating & Landscaping, Inc. and the Southwestern Illinois Building Trades Council (SIBTC) for and on behalf of its affiliates which sign a “Union Letter of Assent” (Signatory Union Affiliates) for this Project Labor Agreement, hereinafter referred to as the "Union". This Agreement shall apply to work performed by the Employer and its Contractors and Subcontractors on Construction known as the: Demolition 109 North Ruby Lane

ARTICLE I - INTENT AND PURPOSES

1.1 This Project Agreement shall apply and is limited to the recognized and accepted historical definition of new construction work under the direction of and performed by the Contractor(s), of whatever tier, which may include the Project Contractor, who have contracts awarded for such work on the Project. Such work shall include site preparation work and dedicated off-site work.

The Project is defined as: Demolition 109 North Ruby Lane (City of Fairview Heights).

1.2 It is agreed that the Project Contractor shall require all Contractors of whatever tier who have been awarded contracts for work covered by this Agreement, to accept and be bound by the terms and conditions of this Project Agreement by executing the Letter of Assent (Attachment A) prior to commencing work. The Project Contractor shall assure compliance with this Agreement by the Contractors. It is further agreed that the terms and conditions of this Project Agreement shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements, (including all vertical agreements), except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, and the National Agreement of the International Union of Elevator Constructors.

1.3 The Contractor agrees to be bound by the terms of the Collective Bargaining Agreements and amendments thereto of the Signatory Union Affiliates and the applicable employers association, if any, with the Signatory Union Affiliates with which it has a present bargaining relationship. If there has previously been no such bargaining relationship, the contractor or subcontractor shall sign and be bound to all such agreements with Signatory Union Affiliates as outlined in the scope of work in the required pre-job conference. Such agreements are incorporated herein by reference. In order to comply with the requirements of the various fringe benefit funds to which the Contractor is to contribute, the Contractor shall sign such participation agreements as are necessary and will honor the fringe benefit collection procedures as required by the Collective Bargaining Agreement with the Signatory Union Affiliate.
1.4 The Contractor and the Union agree that should the Collective Bargaining Agreement (CBA) of any Signatory Union Affiliate expire prior to the completion of this project, the expired contracts' terms will be maintained until a new CBA is ratified. The wages, and fringe benefits included in any new CBA will be effective on the effective date of the newly negotiated CBA unless wage and fringe benefit retroactivity is agreed upon by the bargaining parties.

1.5 Nothing contained herein shall be construed to prohibit, restrict or interfere with the performance of any other operation work, or function which may occur at the Project site or be associated with the development of the Project.

1.6 This Agreement shall only be binding on the signatory parties hereto and shall not apply to their parents, affiliates, subsidiaries, or Non-Signatory Union Affiliates.

1.7 The Owner and/or the Project Contractor have the absolute right to select any qualified bidder for the award of contracts on this Project without reference to the existence or nonexistence of any agreements between such bidder and any party to this Agreement; provided, however, only that such bidder is willing, ready and able to become a party to and comply with this Project Agreement, should it be designated the successful bidder.

1.8 Items specifically excluded from the scope of this Agreement include but are not limited to the following: [list all items to be excluded].

1.9 The provisions of this Project Agreement shall not apply to (Owner), and nothing contained herein shall be construed to prohibit or restrict (Owner) or its employees from performing work not covered by this Project Agreement on the Project site. As areas and systems of the Project are inspected and construction tested by the Project Contractor or Contractors and accepted by the Owner, the Project Agreement will not have further force or effect on such items or areas, except when the Project Contractor or Contractors are directed by the Owner to engage in repairs, modifications, check-out, and warranty functions required by its contract with the Owner during the term of this Agreement.

1.10 It is understood that the Owner, at its sole option, may terminate, delay and/or suspend any or all portions of the Project at any time.

1.11 It is understood that the liability of any employer and the liability of a Signatory Union Affiliate and the SIBTC under this Agreement shall be several and not joint. Provided that the SIBTC or a Signatory Union Affiliate comply with their own obligations under this Agreement, the SIBTC and non-breaching Signatory Union Affiliates will not be liable for a breach of this Agreement by a breaching Signatory Union Affiliate or any action taken by a Non-Signatory Union Affiliate. The Union agrees that this Agreement does not have the effect of creating any joint employer status between or among the Owner, Contractor(s) or any employer.
1.12 Each affiliate union of the SIBTC representing employees engaged in construction work covered by this Agreement shall be requested to sign the “Union Letter of Assent”, in the form attached hereto; provided, that the failure of any affiliate union to sign such Union Letter of Assent prior to commencement of construction work shall not diminish the applicability of this Agreement to the SIBTC and the union affiliates which have signed a Union Letter of Assent. Affiliates unions that have signed the Union Letter of Assent will be referred to as “Signatory Union Affiliates” and affiliate unions that have not signed the Union Letter of Assent will be referred to as “Non-Signatory Union Affiliates”.

ARTICLE II - RECOGNITION

2.1 The Contractor recognizes the SIBTC and the Signatory Union Affiliates as the sole and exclusive bargaining representatives for its craft employees employed on the job site. Signatory Union Affiliates will have recognition on the project for their craft.

ARTICLE III - ADMINISTRATION OF AGREEMENT

3.1 In order to assure that all parties have a clear understanding of the Agreement, to promote harmony and address potential problems, a pre-job conference will be held with the Contractor, SIBTC Representatives and all signatory parties prior to the start of any work on the project.

3.2 Representatives of the Contractor and the Union shall meet as required but not less than once a month to review the operation of this Agreement. The representatives at this meeting shall be empowered to resolve any dispute over the intent and application of the Agreement.

3.3 The Contractor shall make available in writing to the Union no less than one week prior to these meetings a job status report, planned activities for the next 30 day period, actual numbers of craft employees on the project and estimated numbers of employees by craft required for the next 30 day period. The purpose of this report is to allow time to address any potential jurisdictional problems and to ensure that no party signatory to the Agreement is hindering the continuous progress of the project through a lack of planning or shortage of manpower.

ARTICLE IV - HOURS OF WORK OVERTIME SHIFTS & HOLIDAYS

4.1 The standard work day shall be an established consecutive eight (8) hour period between the hours of 7:00 a.m. and 5:00 p.m. with one-half hour designated as unpaid period for lunch. The standard work week shall be five (5) consecutive days of work commencing on Monday. Starting time which is to be established at the pre-job conference will be applicable to all craft employees on the project. Should job conditions dictate a change in the established starting time and/or a staggered lunch period on certain work of the project or with individual crafts, the Contractor, Business Managers of the Signatory Union Affiliates involved and the SIBTC shall mutually agree to such changes. If work schedule change cannot be mutually agreed to between these parties, the hours fixed in the Agreement shall prevail.

4.2 All time before and after the established work day of eight (8) hours, Monday through Friday and all time on Saturday shall be paid in accordance with each crafts current collective bargaining agreement. All time on Sundays and Holidays shall be paid for at the rate of double time.
(a) Fringe benefit payments for all overtime work shall be paid in accordance with each Signatory Union Affiliate=’s current Collective Bargaining Agreement.

4.3 Shift work, if used, shall be as provided in the collective bargaining agreement of each affected Signatory Union Affiliate.

4.4 Recognized Holidays shall be as follows: New Year’s Day, Memorial Day, Fourth of July, Labor Day, Veterans Day \textit{(to be celebrated on November 11)}, Thanksgiving Day and Christmas Day. No work will be performed on Labor Day under any consideration, except in an extreme emergency and then only after consent is given by the Business Manager of the Signatory Union Affiliates.

ARTICLE V - ABSENTEEISM

5.1 The Contractor and the Union agree that chronic and/or unexcused absenteeism is undesirable and must be controlled. Employees that develop a record of such absenteeism shall be identified by the Contractor to the appropriate referral facility and the Contractor shall support such action with the work record of the involved employee. Any employee terminated for such absenteeism shall not be eligible for rehire on the project for a period of no less than ninety (90) days.

ARTICLE VI - MANAGEMENT RIGHTS

6.1 The Contractor retains and shall exercise full and exclusive authority and responsibility for the management of its operations, except as expressly limited by the terms of this Agreement and the collective bargaining agreements of the Signatory Union Affiliates.

ARTICLE VII - GENERAL WORKING CONDITIONS

7.1 Employment begins and ends at the project site, to be determined at the Pre-Job Conference.

7.2 Employees shall be at their place of work at the starting time and shall remain at their place of work until quitting time. The parties reaffirm their policy of a fair day=’s work for a fair day=’s pay.

7.3 The Contractor may utilize brassing, or other systems to check employees in and out. Should such procedures be required, the techniques and rules regarding such procedures shall be established by mutual consent of the parties at the pre-job conference.

7.4 There shall be no limit on production by workmen nor restrictions on the full use of tools or equipment. Craftsmen using tools shall perform any work of their trade and shall work under the direction of the craft foreman. There shall be no restrictions on efficient use of manpower other than as may be required by safety regulations.

7.5 Crew Foreman shall be utilized as per the existing collective bargaining agreements. The Contractor agrees to allow crew foremen ample time to direct and supervise their crew. The Union agrees there will be no restrictions placed on crew foreman=’s ability to handle tools and materials.
7.6 The Contractor may utilize the most efficient methods or techniques of construction, tools or other labor saving devices to accomplish the work. Practices not a part of the terms and conditions of this Agreement will not be recognized.

7.7 Should overtime work be required, the Contractor will have the right to assign specific employees and/or crews to perform such overtime work as is necessary to accomplish the work.

7.8 The Contractor may establish such reasonable project rules as the Contractor deems appropriate. These rules will be reviewed and established at the pre-job conference and posted at the project site by the Contractor.

7.9 It is recognized that specialized or unusual equipment may be installed on the project and in such cases, the Union recognizes the right of the Contractor to involve the equipment supplier or vendor’s personnel in supervising the setting of the equipment, making modifications and final alignment which may be necessary prior to and during the start-up procedure, in order to protect factory warranties.

7.10 In order to promote a harmonious relationship between the equipment or vendor’s personnel and the Building Trades craftsmen, a meeting shall be held between the Contractor and the Unions prior to any involvement on the project by these personnel. The Contractor will inform the Union of the nature of involvement by these personnel and the numbers of personnel to be involved, allowing ample time for the Union representatives to inform their stewards prior to the start of any work.

ARTICLE VIII - SAFETY

8.1 The employees covered the terms of this Agreement shall at all times while in the employ of the Contractor be bound by the safety rules and regulations as established by the Contractor in accordance with the Construction Safety Act and OSHA.

   a. These rules and regulations will be published and posted at conspicuous places throughout the project.

8.2 In accordance with the requirements of OSHA, it shall be the exclusive responsibility of each Contractor on a jobsite to which this Agreement applies, to assure safe working conditions for its employees and compliance by them with any safety rules contained herein or established by the Contractor. Nothing in this Agreement will make the SIBTC or any of its affiliates liable to any employees or to other persons in the event that injury or accident occurs.

ARTICLE IX - SUBCONTRACTING

9.1 The Project Contractor agrees that neither it nor any of its contractors or subcontractors will subcontract any work to be done on the Project except to a person, firm or corporation who is or agrees to become party to this Agreement. Any contractor or subcontractor working on the Project shall, as a condition to working on said Project, become signatory to and perform all work under the terms of this Agreement.
ARTICLE X - UNION REPRESENTATION

10.1 Authorized representatives of the SIBTC and its Signatory Union Affiliates shall have access to the project provided they do not interfere with the work of the employees and further provided that such representatives fully comply with the visitor and security rules established for the project.

10.2 Each Signatory Union Affiliate shall have the right to designate a working journeyman as a steward. Such designated steward shall be a qualified worker performing the work of that craft and shall not exercise any supervisory functions. Each steward shall be concerned with the employees of the steward's employer and not with the employees of any other employer.

10.3 The working steward will be paid at the applicable wage rate for the job classification in which he is employed.

10.4 The working steward shall not be discriminated against because of his activities in performing his duties as steward, and except as otherwise provided in local agreements, shall be the last employee in his craft to be laid off in any reduction in force. Stewards will be subject to discharge to the same extent that other employees are only after notification to the Union Representative. The Contractor will permit stewards sufficient time to perform the duties inherent to a steward's responsibilities. Stewards will be offered available overtime work if qualified.

ARTICLE XI - DISPUTES AND GRIEVANCES

11.1 This Agreement is intended to provide close cooperation between management and labor. Each of the Signatory Union Affiliates will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruptions, delays, or work stoppages.

11.2 The Contractors, Union, and the employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the grievance arbitration provisions set forth in this Article.

11.3 Any question or dispute arising out of and during the term of this Project Agreement (other than trade jurisdictional disputes) shall be considered a grievance and subject to resolution under the following procedures:

   Step 1. (a) When any employee subject to the provisions of this Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, through his or her local union business representative or job steward, shall, within five (5) working days after the occurrence of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the local union or the job steward and the work-site representative of the involved Contractor and the Project Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the Project Contractor) at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description
thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.

(b) Should the Local Union(s) or the Project Contractor or any Contractor have a dispute with the other party and, if after conferring, a settlement is not reached within three (3) working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2. The International Union Representative and the involved Contractor shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.

Step 3. (a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Contractor and the involved Union shall attempt mutually to select an arbitrator, but if they are unable to do so, they shall request the American Arbitration Association to provide them with a list of arbitrators from which the Arbitrator shall be selected. The rules of the American Arbitration Association shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be formal and binding on all parties. The fee and expenses of such Arbitration shall be borne equally by the Contractor and the involved Local Union(s).

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him or her, and he or she shall not have authority to change, amend, add to or detract from any of the provisions of this Agreement.

11.4 The Project Contractor and Owner shall be notified of all action at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

ARTICLE XII - JURISDICTIONAL DISPUTES

12.1 The assignment of work will be solely the responsibility of the Contractor performing the work involved, in accordance with applicable Collective Bargaining Agreements and past practices. To the extent that past practice is a factor in assigning work under the Project Labor Agreement, including assignments under any collective bargaining agreements to which any of the signatory contractors hereto may be a party, the practice to be applied shall be that followed within the geographical area encompassed by the Southwestern Illinois Building and Construction Trades Council. The practice followed in any other geographical area, even though a Union signatory to this Project Labor Agreement may also represent employees in that area, shall not be a factor in the assignment. All jurisdictional disputes between or among Building and Construction Trades Unions and employees and the Contractor, parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractor and Union parties to this Agreement.
12.2 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

12.3 Each Contractor will conduct a pre-job conference with the appropriate Building and Construction Trades Council prior to commencing work. The Project Contractor and the Owner will be advised in advance of all such conferences and may participate if they wish.

ARTICLE XIII - WORK STOPPAGES AND LOCKOUTS

13.1 During the term of this Agreement there shall be no strikes, picketing, work stoppages, slow downs or other disruptive activity for any reason by the SIBTC, its Signatory Union Affiliates or by any employee and there shall be no lockout by the Contractor. Failure of any Signatory Union Affiliate or employee to cross any picket line established at the project site is a violation of this Article.

13.2 The SIBTC and its Signatory Union Affiliates shall not sanction, aid or abet, encourage or continue any work stoppage, picketing or other disruptive activity and will not make any attempt of any kind to dissuade others from making deliveries to or performing services for or otherwise doing business with the Contractor at the project site. Should any of these prohibited activities occur the SIBTC and the Signatory Union Affiliates will take the necessary action to end such prohibited activities.

13.3 No employee shall engage in any activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the same project for a period of not less than ninety (90) days.

13.4 Neither the SIBTC nor its Signatory Union Affiliates, will be liable for acts of employees for whom it has no responsibility. The principal officer or officers of the SIBTC will immediately instruct, order and use the best efforts of his office to cause Signatory Union Affiliates to cease any violations of this Article. The SIBTC in its compliance with this obligation shall not be liable for unauthorized acts of Signatory Union Affiliates or Non-Signatory Union Affiliates. The principal officer or officers of any involved Signatory Union Affiliate will immediately instruct, order or use the best effort of his office to cause the employees the union represents to cease any violations of this Article. A union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of the Contractor to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.

13.5 In lieu of any action at law or equity, any party shall institute the following procedure when a breach of this Article is alleged, after all involved parties have been notified of the fact.

a. The party invoking this procedure shall notify ________________ whom the parties agree shall be the permanent arbitrator under this procedure. In the event the permanent arbitrator is unavailable at any time, he shall appoint his alternate. Notice to the arbitrator shall be by the most expeditious means available, with notice by telegram or any effective written means to the party alleged to be in violation and all involved parties.
b. Upon receipt of said notice the arbitrator named above shall set and hold a hearing within twenty-four (24) hours if it is contended the violation still exists but not before twenty-four (24) hours after the telegraph notice to all parties involved as required above.

c. The Arbitrator shall notify the parties by telegram or any other effective written means, of the place and time he has chosen for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Arbitrator.

d. The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred. The Award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an Opinion. If any party desires an Opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Arbitrator may order cessation of the violation of this Article, and such Award shall be served on all parties by hand or registered mail upon issuance.

e. Such Award may be enforced by any court of competent jurisdiction upon the filing of the Agreement and all other relevant documents referred to herein above in the following manner. Telegraphic notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's Award as issued under Section 13.5 of this Article, all parties waive the right to a hearing and agree that such proceedings may be exparte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's Award shall be served on all parties by hand or by delivery to their last known address or by registered mail.

f. Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by parties to whom they accrue.

g. The fees and expenses of the Arbitrator shall be borne by the party or parties found in violation, or in the event no violation is found, such fees and expenses shall be borne by the moving party.

h. If the Arbitrator determines in accordance with Section 13.5 that the SIBTC or a Signatory Union Affiliate has violated Article XIII, the SIBTC or the Signatory Union Affiliate shall, within eight (8) hours of receipt of this Award, direct all employees they represent at the project to immediately return to work. If the employees do not return to work at the beginning of the next regularly scheduled shift following receipt of the Arbitrator's Award, and the SIBTC or Signatory Union Affiliate have not complied with Section 13.4 above, then the SIBTC or the Signatory Union Affiliate which has not complied with Section 13.4 shall pay the sum of ten thousand dollars ($10,000) as liquidated damages to the affected owner, and shall pay an additional ten thousand dollars ($10,000) per shift for each shift thereafter on which the employees have not returned to work. The Arbitrator shall retain jurisdiction to determine compliance with this Section and Section 13.4, and to assess liquidated damages.
ARTICLE XIV - GENERAL SAVINGS CLAUSE

14.1 If any Article or provision of this Agreement shall be declared invalid, inoperative or unenforceable by operation of law or by any of the above mentioned tribunals of competent jurisdiction, the remainder of this Agreement or the application of such Article or provision to persons or circumstances other than those as to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.

ARTICLE XV - TERM OF AGREEMENT

15.1 This Agreement shall be in full force as of and from the date of the Notice of Award to the Final Acceptance of all applicable contractors.

IN WITNESS WHEREOF, the respective duly authorized representatives of the parties hereto have executed this Agreement on the date set forth opposite their respective signatures.

Date: 11/7/19

Hank's Excavating & Landscaping, Inc.
5825 West State Route 161
Belleville, IL 62223
618-398-5556
eczech@hanksel.com

Charles Bailey, Exec. Sec.-Treas.
Southwestern Illinois Building & Construction Trades Council
2A Meadow Heights Professional Park
Collinsville, IL 62234
MEMORANDUM

TO: Elected Officials

FROM: Paul A. Ellis, Director of Economic Development

DATE: November 7, 2019

SUBJECT: Economic Dev. Dept. - Director's Report

1. The Steering Group for the Economic Development Strategy will meet on Nov. 15 to refine recommendations and best practices in preparation for bringing the final plan to City Council for approval in December.

2. Franchisee Brad Heath has set the grand opening for Urban Air Adventure Park for Saturday, Nov. 23, with a “soft” opening the day before for first responders and their families.

3. Innovation Construction Services, LLC of Swansea has signed a lease with CBL Properties to redevelop the former Logan’s Roadhouse as the Signature Tap House, an upscale restaurant and brew pub.

4. Corbin Holdings, the owner of the former Toys ‘R’ Us location, is reviewing the architectural plans from Planet Fitness Midwest (PFMW), their tenant for the majority of the building’s space; meanwhile, the Director is continuing to work with Location CRE, Corbin’s broker, to identify and secure additional tenants for the remainder of the space and for the former Babies ‘R’ Us location.

5. Two local entrepreneurs will be opening Café Biz 618, a co-working and event venue, in Crossroads Centre (adjacent to TJ Maxx) after the first of the year; the facility will offer a variety of reduced cost office spaces, meeting rooms and other amenities attractive to entrepreneurs.

6. Fairview Heights joined regional celebration of STL Startup Week this week with events that included the second Encore Entrepreneur Roundtable and the first meeting of the Advisory Council for the Metro East Business Incubator (MEBI).

7. The application for federal tax exemption for the MEBI has been submitted to the Internal Revenue Service, and negotiations continue with local banks and other businesses to assemble the remainder of the funding needed to launch the incubator.

8. The Director met last week with Lt. Brad Worley, Chief Innovation Officer for the 375th Air Mobility Wing at Scott AFB, to begin engaging base personnel in the MEBI; each year, many airmen muster out of the Air Force locally and use their training and experience to start businesses.

9. Local property owner Han Ko, the President & CEO of the USAKO Group, has arranged a meeting later this month for the Director with representatives of three startups from South Korea.

10. On Nov. 14, the Director will be sharing details of the City’s new PACE financing program during a webinar, broadcast statewide, sponsored by the Smart Energy Design Assistance Center (SEDAC) and designed to inform builders, developers and property owners about this new incentive.
11. The Director and the Director of Land Use & Development will begin working with the Business Alliance Commission to review the Business Assistance Program (BAP), with recommendations for improving the program expected early next year.

12. The Director has begun working to develop a Memorandum of Agreement (MOA) with St. Clair Transit and Metro Transit to initiate a “pop up” retail program—e.g., food trucks and other temporary venues—at the Fairview Heights light rail station.

13. St. Clair County Transit has invited the Director and representatives from other communities to meet with Thouvenot, Wade and Moerchen, Inc. to help assemble a draft Bike Trail Comprehensive Plan that will identify trail systems within each of the communities and help secure ROW for future trails.

14. The Director attended his first quarterly meeting of the Mid America Workforce Investment Board, a collaboration of business, economic development, education, human resources, community and labor leaders charged with developing and maintaining employment programs for five Illinois counties.

Paul A. Ellis  
Director of Economic Development

Attachments:

a. Promotional Flyer – Café Biz 618  
b. One Page Flyer – PACE Financing Program  
c. Slides for Nov. 14 Presentation – PACE Financing
CO-WORKING & SHARED OFFICE

CHOOSE YOUR WORKSPACE

ALL-INCLUSIVE PRICING

GREAT AMENITIES

- WiFi
- Meeting Rooms
- Coffee/Tea/Snacks
- Kitchenette
- Monthly Networking & Social Events
- Secured Access
- Security Cameras
- Color Copies $
- Notary $
- Event Space $
- Event Planner $

WE ARE VETERAN-OWNED

Schedule your walk through for an up, close, & personal view

PART TIME

$100/MONTH
- 5 days a month
- M-Th 8am-6pm; Fri 8am - 5pm
- 1 Hr Meeting Room
- 10% off event space rental

FULL TIME

$200/MONTH
- Unlimited
- M-Th 8am-6pm; Fri 8am - 5pm
- 2 Hr Meeting Room
- 20% off event space rental
- 100 B&W Copies/month

DEDICATED DESK
3 month Lease

- $300/MONTH & UP
- Unlimited
- M-Th 8am-6pm; Fri 8am - 5pm
- 6 Hr Meeting Room
- 30% off event space rental
- 300 B&W Copies/month
- Mail Service

OFFICE
6 month Lease

- $600/MONTH AND UP
- Unlimited
- M-Th 8am-6pm; Fri 8am - 5pm
- 10 Hr Meeting Room
- 50% off event space rental
- Unlimited B&W copies
- Mail Service

CALL: (530) 870-7894
The City of Fairview Heights PACE Program

WHAT IS PACE? Property Assessed Clean Energy (PACE) is a financing mechanism that enables low-cost, long-term funding for energy efficiency, renewable energy and water conservation projects. PACE financing is repaid as an assessment on the property’s regular tax bill, and is processed the same way as other local public benefit assessments (sidewalks, sewers) have been for decades. Depending on local legislation, PACE can be used for commercial, nonprofit and residential properties.

HOW DOES IT WORK? PACE is a national initiative, but programs are established locally and tailored to meet regional market needs. State legislation is passed that authorizes municipalities to establish PACE programs, and local governments have developed a variety of program models that have been successfully implemented. Regardless of model, there are several keystones that hold true for every PACE program. • PACE is voluntary for all parties involved. • PACE can cover 100% of a project’s hard and soft costs. • Long financing terms up to 20 years. • Can be combined with utility, local and federal incentive programs. • Energy projects are permanently affixed to a property. • The PACE assessment is filed with the local municipality as a lien on the property.

WHY IS IT SO POPULAR? Property owners love PACE because they can fund projects with no out-of-pocket costs. Since PACE financing terms extend to 20 years, it’s possible to undertake deep, comprehensive retrofits that have meaningful energy savings and a significant impact on the bottom line. The annual energy savings for a PACE project usually exceeds the annual assessment payment, so property owners are cash flow positive immediately. That means there are increased dollars that can be spent on other capital projects, budgetary expenses, or business expansion. Local governments love PACE because it’s an Economic Development initiative that lowers the cost of doing business in their community. It encourages new business owners to invest in the area, and creates jobs using the local workforce. PACE projects also have a positive impact of air quality, creating healthier, more livable neighborhoods.

HOW CAN I GET PACE? Property owners within the city limits of Fairview Heights, IL, can go to www.ssfunding.net/fvhinfo to get more information and fill out a preliminary application to begin the process of financing improvements to their buildings. Or, contact Sustainable Solutions Funding at (314)3814-7883, or email tom@ssfunding.net. If your property is not within the city limits of Fairview Heights, contact Sustainable Solutions Funding to find out how to begin the process of establishing a program in your area.
While one of the youngest cities in Illinois, we have built consumer expectations over nearly five decades to see us as the retail hub for multiple counties in Southern Illinois, boasting 4.5 million square feet of commercial space including:

- St. Clair Square (super-regional mall);
- Seven other shopping centers;
- More than 75 restaurants; and
- Ten hotels and motels.

I-64, the St. Louis region’s fastest-growing transportation corridor, runs through Fairview Heights with traffic counts at Exit 12 exceeding 75,000 cars per day.
Fairview Heights was incorporated fifty years ago and has been largely built out, so it is a redevelopment city, regularly recycling spaces to accommodate new retailers; the past few years churn in the retail market has accelerated this process.

Fairview Heights is a sophisticated user of economic development tools and a willing partner with:
- Six Tax Increment Financing (TIF) districts
- Enterprise Zone
- Ongoing streetscape projects
- Business Assistance Program

The City’s Business Assistance Program has been recognized as a “best practice” for such programs across the St. Louis region.

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Keeping PACE

Jan. 2018 – City began researching PACE for two anticipated entertainment projects, both with energy intensive uses
Oct. 2018 – City partnered with Sustainable Solutions Funding, LLC (SSF) of St. Louis to develop a local program
Feb. 2019 – Illinois Finance Authority (IFA) unveiled its strategic state support model
Sept. 2019 – City Council adopted local ordinances in cooperation with IFA and SSF

...and we’re off!
Eligible properties
Any privately-owned commercial, industrial, non-residential agricultural, or multi-family (of 5 or more units) real property or any real property owned by a not-for-profit located within the boundaries of Fairview Heights

Eligible projects
Acquisition, construction, installation, or modification of an alternative energy improvement, energy efficiency improvement, renewable energy improvement, resiliency improvement, or water use improvement affixed to real property (including new construction)

Fairview Heights’ PACE Program

• At present, only available for commercial projects and only those within the municipal limits
• Program oversight through the Dept. of Economic Development
• Program administered through SSF (outside vendor) with financing available from multiple sources
• Bonds issued and program standardized through IFA
• Applications packaged through SSF, approved by Director of Economic Development, then authorized by City Council
• Exploring development of a warehouse fund to help finance smaller projects
Fairview Heights’ PACE Program

Fees

Certain
- Application fee - $150
- Program fee – 1.75% of financed amount

Potential
- Bond placement fee
- Administration maintenance fee
- Servicing fee

In addition, the capital provider may charge an origination fee to cover their cost of arranging the PACE financing; any such fee shall be arranged subject to an agreement between the capital provider and the applicant.
# Sales Tax Report

**City of Fairview Heights, IL**

**State 1% Municipal Tax Portion**

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PARKS AND RECREATION DEPARTMENT
INTER OFFICE MEMO

TO: Elected Officials
FROM: Angela Beaston, Director of Parks and Recreation
DATE: November 18, 2019
SUBJECT: Parks & Recreation Committee Agenda Overview

Director's Report

The following is a synopsis of the Parks and Recreation Department:

The Parks and Recreation Department is currently preparing for the upcoming Christmas Season. The laborers are decorating the different locations throughout City while the Recreation Department is working on the final details of the Christmas Spectacular. Please be aware this year the Christmas Spectacular will be held at the REC Complex due to new ownership at the Four Points.

THE REC

Membership at the REC continues to move in a positive direction, therefore, exceeding all expectations from the feasibility study that was done in November 2016. In recent weeks, several developments have occurred that have contributed to the rise in membership in the last six weeks.

1) The REC was approved to accept Silver Sneakers; this alone has contributed to over 230 silver sneaker registration in the last 5 weeks.

2) The closing of Gold’s Gym in O’Fallon.

3) The announcement of Belleville Health and Fitness closure at the end of December 2019.

The REC team will continue to balance the need for different community events, parties and membership to deliver a quality experience to the members of the REC.

Below are a few photos of the events that were held in October.
The Winter/Spring addition for the Parks and Recreation Magazine will be delivered to all the homes in Fairview Heights the first week in December. This edition will have all the programs and services offered by the Parks and Recreation Department through the end of April. There are lots of great programs scheduled for the winter and spring, sign up to join the fun.

**UPCOMING SPECIAL EVENTS**

1) Christmas Spectacular – December 14th at the REC
2) Parent’s Night Out at the REC – December 20th
3) Youth Basketball League at the REC – Starts January 7th - Registration ends December 13th

**AGENDA REVIEW**

Agenda Item #1 – Director’s Report: General discussion regarding items in the Director’s Report.