



City of Fairview Heights

CITY COUNCIL MEETING AGENDA

10025 BUNKUM ROAD

FAIRVIEW HEIGHTS, IL 62208

August 04, 2026

7:00 P.M.

The City Council meeting will be held in the Council Chambers. Participation (only) join at <https://meet.goto.com/COFH> or dial in at 1 (786) 535-3211 - Access Code: 808-004-661 - Please mute your phone during the meeting. To install the application: <https://meet.goto.com/install>

A. Pledge of Allegiance

F. Consent Agenda:

City Council Minutes – July 21, 2026

B. Invocation

C. Call to Order

G. Committee Reports

D. Roll Call

H. Communications from Mayor

E. Public Participation

I. Communication from Elected Officials

J. UNFINISHED BUSINESS

None

K. NEW BUSINESS

Proposed Ordinance No. 41-'26 an Ordinance to add territory to the Fairview Heights Enterprise Zone. (Community Committee)

Proposed Ordinance No. 42-'26 an Ordinance amending Ordinance No. 190, "The Revised Code", thereby modifying Chapter 7 – Building Code. (Community Committee)

Proposed Ordinance No. 43-'26 an Ordinance authorizing a redevelopment agreement between the City of Fairview Heights, Illinois and Criterion Market Place Commons, LLC for a Redevelopment Project at 301-341 Market Place in the City of Fairview Heights. (Community Committee)

L. MOTION

M. ADJOURNMENT

**CITY OF FAIRVIEW HEIGHTS
CITY COUNCIL MINUTES
July 21, 2026**

The regular meeting of the Fairview Heights City Council was called to order at 7:00 p.m. by Mayor Mark T. Kupsy in the City Council Chambers, 10025 Bunkum Road, Fairview Heights, IL and also conducted virtually for guest attendees and City Council members per Resolution 4391-2021 with the Pledge of Allegiance and Invocation by Deputy City Clerk Veronica Gabriel.

ROLL CALL

Roll call of Aldermen present: James Winkeler, Brenda Wagner, Barbara Brumfield, Bill Poletti, Derrick King, Frank Menn, Josh Frawley and Anthony LeFlore. Aldermen Pat Peck and Jeff Harris were absent – unexcused. City Clerk Karen Kaufhold absent – excused. Deputy City Clerk Veronica Gabriel and Attorney Andrew Hoerner were present.

PUBLIC PARTICIPATION

Jaymes Dearing – Champions of Lincoln Trail (C.O.L.T.) Economic Development – wanted to introduce himself and discuss a little about C.O.L.T.

CONSENT AGENDA

Alderman Brumfield moved to approve the June 16, 2026 City Council Meeting Minutes and the Finance Director's Report and the bills and invoices presented for the payment in the amount of \$ 4,121,649.98. Seconded by Alderman Poletti.

Alderman Frawley objected to the June 16th, 2026 City Council Meeting Minutes because he was marked absent, yet he attended virtually and was allowed to vote.

After a long discussion between the Aldermen, Deputy Clerk, Mayor and City Attorney, Aldermen Brenda Wagner made a motion to separate the June 16th, 2026 City Council Meeting Minutes from Consent Agenda. Motion was seconded by Alderman Poletti.

Roll call on the motion to separate the June 16th, 2026 City Council Meeting Minutes from Consent Agenda showed Aldermen Winkeler, Wagner, Brumfield, Poletti, King, Menn, Frawley and LeFlore voting "Yea". Aldermen Peck and Harris was absent from the vote. Motion passes with 8 yeas.

Alderman Brenda Wagner made another motion to table the June 16th, 2026 City Council Meeting Minutes until the City Attorney can review the validity of Absentee and votes of Alderman Josh Frawley.

Roll call on the motion to table the June 16th, 2026 City Council Meeting Minutes until the City Attorney can review the validity of Absentee and votes of Alderman Josh Frawley showed Aldermen Winkeler, Wagner, Brumfield, Poletti, King, Menn, Frawley and LeFlore voting "Yea". Aldermen Peck and Harris was absent from the vote. Motion passes with 8 yeas.

Roll call on the Finance Director's Report and the bills and invoices presented for the payment in the amount of \$ 4,121,649.98 and the Consent Agenda without the June 16th, 2026 City Council Meeting Minutes showed Aldermen Winkeler, Wagner, Brumfield, Poletti, King, Menn, Frawley and LeFlore voting "Yea". Aldermen Peck and Harris was absent from the vote. Motion passes with 8 yeas.

COMMITTEE REPORTS

The Mayor announced that the Community Committee Meeting will be on Wednesday, July 22, 2026 at 7:00 P.M.

COMMUNICATIONS FROM THE MAYOR

Mayor Mark starts the meeting reminding everyone the Salute to the Arts will have their Preview Party event at 6:00 P.M. on Thursday, July 23rd, 2026 in the REC Room at the City Hall building. Mayor stated he will not be able to attend the event, he will be at I.M.L. (Illinois Municipal League). Mayor Kupsy informed everyone there will be a ribbon cutting at 9:00 A.M. on July 28, 2026 for the new Transit Bench by Gabe's next to White Castle. Mayor Mark announced the Fairview Heights Police Department will be hosting a Community Event in cooperation with Pontiac William Holiday School on July 23rd, 2026 at Pontiac School.

COMMUNICATIONS FROM ELECTED OFFICIALS

None

UNFINISHED BUSINESS

Proposed Ordinance No. 40-'26 an Ordinance adopting the Lincoln Trail Streetscape concepts for the Lincoln Trail Corridor within the City of Fairview Heights, Illinois. Proposed Ordinance No. 40-'26 was read for the second time.

Roll call on Proposed Ordinance No. 40-'26 showed Aldermen Winkeler, Wagner, Brumfield, Poletti, King, Menn, Frawley and LeFlore voting "Yea". Aldermen Peck and Harris was absent from the vote. Motion passes with 8 yeas.

Proposed Ordinance No. 40-'26 passed on 8 yeas.

Proposed Ordinance No. 40-'26 now becomes **ORDINANCE NO. 2027-2026**

NEW BUSINESS

Proposed Resolution No. 42-'26 a Resolution authorizing the Mayor to enter into a purchase agreement with Kansas Highway Patrol, Topeka, Kansas, for the purchase of one (1) 2022 Dodge Durango Police Department. Motion made by Alderman Wagner. Seconded by Alderman Poletti.

Roll call on Proposed Resolution No. 42-'26 showed Aldermen Winkeler, Wagner, Brumfield, Poletti, King, Menn, Frawley and LeFlore voting "Yea". Aldermen Peck and Harris was absent from the vote. Motion passes with 8 yeas

Proposed Resolution No. 42-'26 passed on 8 yeas.

Proposed Resolution No. 42-'26 now becomes **RESOLUTION NO. 4722-2026**

Proposed Resolution No. 43-'26 a Resolution authorizing the Mayor on behalf of the City to enter into a Joint Purchase Agreement for Federally Funded Construction for Longacre Drive. Motion made by Alderman LeFlore. Seconded by Alderman Wagner.

Roll call on Proposed Resolution No. 43-'26 showed Aldermen Winkeler, Wagner, Brumfield, Poletti, King, Menn, Frawley and LeFlore voting "Yea". Aldermen Peck and Harris was absent from the vote. Motion passes with 8 yeas

Proposed Resolution No. 43-'26 passed on 8 yeas.

Proposed Resolution No. 43-'26 now becomes **RESOLUTION NO. 4723-2026**

NEW BUSINESS - CONTINUED

Proposed Resolution No. 44-'26 a Resolution authorizing the Mayor on behalf of the City to enter into an Engineering Services Agreement with Gonzalez Companies, LLC for the Proposed Overlay of Longacre Drive from Union Hill Road to Illinois Route 159. Motion made by Alderman Brumfield.

Seconded by Alderman King.

Roll call on Proposed Resolution No. 44-'26 showed Aldermen Winkeler, Wagner, Brumfield, Poletti, King, Menn, Frawley and LeFlore voting "Yea". Aldermen Peck and Harris was absent from the vote.

Motion passes with 8 yeas

Proposed Resolution No. 44-'26 passed on 8 yeas.

Proposed Resolution No. 44-'26 now becomes **RESOLUTION NO. 4724-2026**

Proposed Resolution No. 45-'26 a Resolution authorizing the Mayor on behalf of the City to enter into a Professional Service Agreement with Woolpert Architecture LLC to provide construction administration support for the Renovation of the City's Council Chambers and Court Room. Motion made by Alderman Wagner. Seconded by Alderman Brumfield.

Roll call on Proposed Resolution No. 45-'26 showed Aldermen Winkeler, Wagner, Brumfield, Poletti, King, Menn, Frawley and LeFlore voting "Yea". Aldermen Peck and Harris was absent from the vote.

Motion passes with 8 yeas

Proposed Resolution No. 45-'26 passed on 8 yeas.

Proposed Resolution No. 45-'26 now becomes **RESOLUTION NO. 4725-2026**

Motion made by Alderman Poletti moved to adjourn. Seconded by Alderman Wagner.

Motion carried.

Meeting adjourned at 7:21 P.M.

Respectfully submitted,

Veronica Gabriel
DEPUTY CITY CLERK

Proposed Ordinance No. 41-'26

**AN ORDINANCE TO ADD TERRITORY TO THE
FAIRVIEW HEIGHTS ENTERPRISE ZONE**

WHEREAS, the City of Fairview Heights, Illinois (the "City") established an enterprise zone through designating ordinance 1673-2014, passed on December 16, 2014, pursuant to City granted it by 20 ILCS 655/1 Illinois Enterprise Zone Act (the "Act"), as amended, subject to the approval of the Illinois Department of Commerce and Economic Opportunity ("DCEO"), and subject to provisions of the Act; and

WHEREAS, the application to create the Fairview Heights Enterprise Zone (the "Zone") was approved by the State in 2015, and the State's certification of the Zone became effective January 1, 2016; and

WHEREAS, the City desires to add more territory to the boundaries of the Zone to take advantage of certain private sector investments and economic development opportunities that would not occur but for the benefits that can only be extended through the Zone, and

WHEREAS, a public hearing, as required by the Act, was held on July 14, 2026 at 10:00 A.M. at Grant School located at 10110 Old Lincoln Trail Fairview, Heights, Illinois 62208 within the Zone concerning the addition of territory to the Zone and notice of the hearing was published in a newspaper of general circulation on July 9, 2026.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY AS FOLLOWS:

Section 1. The statements and representations contained in the preceding recitals are true and accurate and fully set forth in this Section 1.

Section 2. That the City does hereby authorize and direct a City representative to execute and deliver an application to Add Territory to the Zone to DCEO without further action or approval by the City.

Section 3. That the territory shown and described in Exhibit A is hereby amended, pending DCEO certification, to include the territory shown in Exhibit B and described in Exhibit C, and it will be eligible to receive benefits as authorized in the Act and as approved and authorized by the City.

Section 4. That all ordinances and parts thereof in conflict herewith are expressly repealed and are of no other force and effect.

Section 5. The repeal of any ordinances by this ordinance shall not affect any rights accrued or liability incurred under said repealed ordinance to the effective date hereof. The provisions of this ordinance insofar as they are the same insofar as those of any prior ordinance shall be construed as a continuation of said prior ordinances.

Section 6. That the City is hereby authorized and directed to provide a copy of this Ordinance to the DCEO.

Section 7. That this ordinance shall be in full force and effect immediately after its passage, approval, recording, and publication in the manner as prescribed by law.

Section 8. That the addition of territory to the Zone is not effective until such time that it has been approved and certified by DCEO.

Passed this ____ day of _____, 2026.

City of Fairview Heights, Illinois

Attest:

Sign: _____

Chief Elected Official

Printed Name: _____

Sign: _____

Title: _____

Printed Name: _____

Title: _____

Attachments:

Exhibit A – Legal Description and Map of the Original Fairview Heights Enterprise Zone (certified 2016)

Exhibit B – Map of Proposed Addition of Territory to Fairview Heights Enterprise Zone

Exhibit C – Legal Description of Proposed Addition of Territory to Fairview Heights Enterprise Zone

Exhibit A – Legal Description and Map of the Original Fairview Heights Enterprise Zone (certified 2016)

"EXHIBIT A"

ENTERPRISE ZONE

PART OF U.S. SURVEY 768 AND PARTS OF SECTIONS 21, 28, 29, AND 30 IN TOWNSHIP 2 NORTH, RANGE 8 WEST, AND SECTION 25 AND 36 IN TOWNSHIP 2 NORTH, RANGE 9 WEST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF FAIRVIEW HEIGHTS, ST. CLAIR COUNTY, ILLINOIS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF LANAGHAN DRIVE WITH THE NORTH LINE OF MALINDA DRIVE, FAIRVIEW HEIGHTS, ILLINOIS; THENCE WEST ALONG THE NORTH LINE OF SAID MALINDA DRIVE, A DISTANCE OF 190 FEET MORE OR LESS TO THE NORTHWEST EXTREMITY OF SAID MALINDA DRIVE; THENCE SOUTH ALONG THE WEST EXTREMITY OF SAID MALINDA DRIVE, A DISTANCE OF 970.31 FEET MORE OR LESS TO THE NORTHEAST CORNER OF PART OF LOT 11 OF "CROSSROADS CENTRAL" ASSESSMENT PLAT, AN UNRECORDED ASSESSMENT PLAT; THENCE WEST ALONG THE NORTH LINE OF PART OF LOT 11 OF SAID "CROSSROADS CENTRAL" ASSESSMENT PLAT, A DISTANCE OF 959.25 FEET TO THE NORTHWEST CORNER OF SAID PART OF LOT 11; THENCE NORTH ALONG THE WEST LINE OF PART OF LOT 5 OF SAID "CROSSROADS CENTRAL" ASSESSMENT PLAT, A DISTANCE OF 332.30 FEET MORE OR LESS; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 139.03 FEET TO THE SOUTHWEST CORNER OF SAID LOT 5; THENCE NORTH ALONG THE EAST LINE OF "CANTY, MATILDA M., TRACTS NO. 2 A.P. NO. 279" SUBDIVISION, REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN SAID RECORDER'S OFFICE IN BOOK OF PLATS 57 ON PAGE 29 TO THE NORTHEAST CORNER OF LOT 2 OF SAID SUBDIVISION, A DISTANCE OF 660.15 FEET; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 2 TO THE NORTHWEST CORNER OF SAID LOT 2, A DISTANCE OF 150.00 FEET; THENCE NORTH ALONG THE WEST LINE OF LOT 1 OF SAID "CANTY, MATILDA M., TRACTS NO. 2 A.P. NO. 279", A DISTANCE 129.5 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE WEST, CROSSING CANTY LANE AND ALONG THE NORTH LINE OF LOT 1 OF "CANTY, MATILDA M., TRACTS A.P. NO. 145", REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN SAID RECORDER'S OFFICE IN BOOK OF PLATS 46 ON PAGE 22, A DISTANCE OF 243.5 FEET MORE OR LESS TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 6.50 FEET MORE OR LESS; THENCE WEST ALONG A LINE PARALLEL TO THE SOUTH LINE OF U.S. HIGHWAY 50, A DISTANCE OF 313 FEET, MORE OR LESS, TO THE EAST LINE OF SOUTH RUBY LANE; THENCE WEST OVER AND ACROSS SOUTH RUBY LANE TO THE EAST LINE OF LOT 23 OF "ST. CLAIR HILLS", REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN SAID RECORDER'S OFFICE IN BOOK OF PLATS 28 ON PAGE 3; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 23, A DISTANCE OF 200 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID LOT 23; THENCE WEST ALONG THE SOUTH LINE OF SAID "ST. CLAIR HILLS" AND ITS WESTERLY EXTENSION TO THE POINT OF INTERSECTION OF SAID LINE WITH THE WEST LINE OF BLUFF COURT; THENCE NORTH ALONG THE WEST LINE OF BLUFF COURT, A DISTANCE OF 200 FEET, MORE OR LESS; THENCE WEST AT RIGHT ANGLES TO THE COURSE LAST DESCRIBED, A DISTANCE OF 100 FEET TO THE POINT OF INTERSECTION OF SAID LINE WITH THE EAST LINE OF LOT 17 OF SAID "ST. CLAIR HILLS"; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 17 OF "ST. CLAIR HILLS", A DISTANCE OF 200 FEET TO THE SOUTHEAST CORNER OF SAID LOT 17; THENCE WEST ALONG THE SOUTH LINE OF LOTS 16 AND 17 OF "ST. CLAIR HILLS" TO THE SOUTHWEST CORNER OF SAID LOT 16; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 16 TO THE SOUTH LINE OF VOSS DRIVE, A DISTANCE OF 20.00 FEET; THENCE WEST ALONG THE SOUTH LINE OF VOSS DRIVE A DISTANCE OF 12.50 FEET TO THE SOUTHWEST CORNER OF SAID VOSS DRIVE; THENCE NORTH ALONG THE WEST LINE OF SAID VOSS DRIVE, A DISTANCE OF 247.7 FEET; THENCE WEST, A DISTANCE OF 75 FEET TO THE EAST LINE OF LOT 14 OF SAID "ST. CLAIR HILLS"; THENCE SOUTH ALONG SAID EAST LINE OF LOT 14, A DISTANCE OF 60.00 FEET, THENCE WEST, A DISTANCE OF 250 FEET, MORE OR LESS, TO THE WEST LINE OF CATHERINE AVENUE, ALSO BEING THE EAST LINE OF LOT 3 OF "DOYLE'S SUBDIVISION", REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN SAID RECORDER'S OFFICE IN BOOK OF PLATS 44, PAGE 7; THENCE NORTH ALONG THE

EAST LINE OF LOT 3 AND ALSO BEING THE WEST LINE OF CATHERINE AVENUE, A DISTANCE OF 10 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 100 FEET TO THE SOUTHWEST CORNER OF LOT 1 OF SAID "DOYLE'S SUBDIVISION"; THENCE SOUTH ALONG THE EAST LINE OF LOT 2 OF SAID "DOYLE'S SUBDIVISION", A DISTANCE OF 3.85 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 100 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE SOUTH ALONG THE WEST LINES OF LOTS 3, 4, AND 5 OF SAID "DOYLE'S SUBDIVISION" TO THE SOUTHWEST CORNER OF SAID LOT 5 OF "DOYLE'S SUBDIVISION", A DISTANCE OF 205.80 FEET; THENCE WEST ALONG THE SOUTH LINE OF LOTS 9, 10, AND 11 OF SAID "ST. CLAIR HILLS" SUBDIVISION TO THE SOUTHWEST CORNER OF SAID LOT 9, A DISTANCE OF 400.00 FEET; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 9, A DISTANCE OF 155 FEET; THENCE WEST A DISTANCE OF 100 FEET, AT RIGHT ANGLES TO THE COURSE LAST DESCRIBED, TO THE EAST LINE OF LOT 7 OF SAID "ST. CLAIR HILLS" SUBDIVISION; THENCE NORTH ALONG SAID EAST LINE OF LOT 7, A DISTANCE OF 35 FEET; THENCE WEST, AT RIGHT ANGLES TO THE COURSE LAST DESCRIBED, A DISTANCE OF 200 FEET TO THE POINT OF INTERSECTION OF SAID LINE WITH THE WEST LINE OF LOT 6 OF SAID "ST. CLAIR HILLS" SUBDIVISION; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 6, A DISTANCE OF 10 FEET; THENCE WEST, AT RIGHT ANGLES TO THE COURSE LAST DESCRIBED, A DISTANCE OF 100 FEET TO THE WEST LINE OF LOT 5 OF SAID "ST. CLAIR HILLS" SUBDIVISION; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 5, A DISTANCE OF 15 FEET; THENCE WEST AT RIGHT ANGLES TO THE COURSE LAST DESCRIBED, A DISTANCE OF 100 FEET TO THE POINT OF INTERSECTION OF SAID LINE WITH THE WEST LINE OF LOT 4 OF SAID "ST. CLAIR HILLS" SUBDIVISION; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 4, A DISTANCE OF 15.00 FEET; THENCE WEST, AT RIGHT ANGLES TO THE COURSE LAST DESCRIBED, A DISTANCE OF 200 FEET TO THE NORTHEAST CORNER OF LOT 1 OF SAID "ST. CLAIR HILLS" SUBDIVISION; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 100 FEET; THENCE WEST, A DISTANCE OF 100 FEET TO THE EAST LINE OF UNION HILL ROAD; THENCE CONTINUING WEST OVER AND ACROSS UNION HILL ROAD TO THE POINT OF INTERSECTION OF SAID LINE WITH THE WEST LINE OF UNION HILL ROAD; THENCE NORTH ALONG THE WEST LINE OF UNION HILL ROAD TO THE NORTHEAST CORNER OF LOT 1 OF "LAKELAND TERRACE", REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN THE SAID RECORDER'S OFFICE IN BOOK OF PLATS 55, ON PAGE 26; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 1 OF "LAKELAND TERRACE", ALSO BEING THE SOUTH LINE OF MECKFESSEL DRIVE, TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH ACROSS MECKFESSEL DRIVE, ALONG THE SOUTHERLY EXTENSION AND THE EAST LINE OF LOT 42 OF "BOUNTIFUL HEIGHTS", REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN THE SAID RECORDER'S OFFICE IN BOOK OF PLATS 54 ON PAGE 4, TO THE NORTHEAST CORNER OF SAID LOT 42, A DISTANCE OF 136.76 FEET; THENCE WEST ALONG THE NORTH LINE OF LOTS 41 AND 42 TO THE NORTHWEST CORNER OF SAID LOT 41; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 41, A DISTANCE OF 10 FEET; THENCE WEST ALONG THE NORTH LINE OF LOTS 40, 39 AND 38 OF SAID "BOUNTIFUL HEIGHTS", A DISTANCE OF 240 FEET TO THE POINT OF INTERSECTION OF SAID LINE WITH THE EAST LINE OF LOT 37 OF "BOUNTIFUL HEIGHTS"; THENCE NORTH ALONG THE EAST LINE OF SAID LOT 37, A DISTANCE OF 10 FEET TO THE NORTHEAST CORNER OF SAID LOT 37 OF SAID "BOUNTIFUL HEIGHTS" SUBDIVISION; THENCE WEST ALONG THE NORTH LINE OF LOTS 37 AND 36 AND THEIR WESTERLY EXTENSION TO THE POINT OF INTERSECTION OF SAID LINE WITH THE NORTHEAST LINE OF NORTH POINT ROAD; THENCE SOUTHEAST ALONG THE NORTHEAST LINE OF SAID NORTH POINT ROAD, A DISTANCE OF 107.35 FEET TO THE POINT OF INTERSECTION OF SAID LINE WITH NORTH LINE OF MECKFESSEL DRIVE; THENCE SOUTH TO THE INTERSECTION OF THE EAST LINE OF NORTH POINT ROAD WITH THE SOUTH LINE OF MECKFESSEL DRIVE, A DISTANCE OF 50.00 FEET; THENCE WEST ALONG THE SOUTH LINE OF MECKFESSEL DRIVE TO THE INTERSECTION OF SAID SOUTH LINE OF MECKFESSEL DRIVE WITH THE WEST LINE OF MERRIWEATHER LANE; THENCE NORTH ALONG THE NORTH EXTENSION OF SAID WEST LINE AND THE EAST LINE OF LOT 29 OF SAID

"BOUNTIFUL HEIGHTS" SUBDIVISION TO THE NORTHEAST CORNER OF SAID LOT 29, A DISTANCE OF 170.00 FEET; THENCE WEST ALONG THE NORTH LINES OF LOT 29, 28, 27, 26, 25, AND 24 TO THE NORTHWEST CORNER OF SAID LOT 24 OF "BOUNTIFUL HEIGHTS" SUBDIVISION, A DISTANCE OF 524.98 FEET; THENCE SOUTHWEST ALONG THE NORTHWEST LINE OF LOTS 23 AND 22 TO THE NORTHWEST CORNER OF SAID LOT 22, ALSO BEING A POINT IN THE EAST LINE OF PART OF LOT 12 OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 29; THENCE SOUTH ALONG THE EAST LINE OF SAID PART OF LOT 12 TO THE SOUTHEAST CORNER OF SAID PART OF LOT 12; THENCE WEST ALONG THE SOUTH LINE OF PART OF LOT 12 AND THE SOUTH LINE OF PART OF LOT 11B OF SAID SECTION, TO THE SOUTHWEST CORNER OF SAID LOT 11B; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 11B A DISTANCE OF 945.25 FEET, MORE OR LESS; THENCE WEST A DISTANCE OF 208.75 FEET TO THE EAST LINE OF WILSON LANE; THENCE NORTH ALONG SAID EAST LINE OF WILSON LANE, A DISTANCE OF 126.10 FEET MORE OR LESS; THENCE WEST, AT A RIGHT ANGLE FROM THE PREVIOUS CALL, A DISTANCE OF 35.00 FEET TO THE WEST LINE OF SAID WILSON LANE, ALSO BEING THE NORTHEAST CORNER OF LOT 19 OF THE "FAIRVIEW" SUBDIVISION, UNRECORDED; THENCE CONTINUING WEST, LEAVING SAID WEST LINE OF WILSON LANE, A DISTANCE OF 100.00 FEET TO THE EAST LINE OF LOT 20 OF SAID "FAIRVIEW" SUBDIVISION; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 20, A DISTANCE OF 173.40 FEET MORE OR LESS TO THE SOUTHWEST CORNER OF LOT 20, ALSO BEING THE NORTH LINE OF CLUB ROAD; THENCE WEST ALONG SAID SOUTH LINE OF LOT 20, A DISTANCE OF 100.00 FEET; THENCE NORTH, ALONG THE WEST LINE OF LOT 20, A DISTANCE OF 200.00 FEET; THENCE WEST AT A RIGHT ANGLE FROM THE PREVIOUS CALL, A DISTANCE OF 100.00 FEET TO A POINT ON THE EAST LINE OF LOT 22 OF SAID "FAIRVIEW" SUBDIVISION; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 22, A DISTANCE OF 110.00 FEET MORE OR LESS; THENCE WEST, AT A RIGHT ANGLE TO THE PREVIOUS CALL, TO A POINT ON THE EAST LINE OF ST CLAIR AVENUE, A DISTANCE OF 200.00 FEET; THENCE NORTH ALONG SAID EAST LINE, A DISTANCE OF 310.00 FEET TO A POINT BEING THE NORTHWEST CORNER OF LOT 23 OF SAID "FAIRVIEW" SUBDIVISION AND ALSO BEING A POINT ON THE SOUTH LINE OF OLD LINCOLN TRAIL; THENCE CONTINUING NORTH ACROSS OLD LINCOLN TRAIL, A DISTANCE OF 66.00 FEET TO THE SOUTHWEST CORNER OF PART OF LOT 3 OF THE "MEYER PLACE" SUBDIVISION REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN SAID RECORDER'S OFFICE IN BOOK OF PLATS 38 ON PAGE 42 AND ALSO BEING A POINT ON THE NORTH LINE OF SAID OLD LINCOLN TRAIL; THENCE EAST ALONG THE SOUTH LINE OF SAID "MEYER PLACE" SUBDIVISION AND THE NORTH LINE OF OLD LINCOLN TRAIL A DISTANCE OF 698.50 FEET MORE OR LESS TO THE SOUTHWEST CORNER OF LOT 2 OF THE "CASEY'S SUBDIVISION OF MEYER PLACE" REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN SAID RECORDER'S OFFICE IN BOOK OF PLATS 96 ON PAGE 77; THENCE CONTINUING EAST ALONG SAID NORTH LINE OF OLD LINCOLN TRAIL AND THE SOUTH LINE OF SAID LOT 2 A DISTANCE OF 192.11 FEET TO THE INTERSECTION OF THE NORTH LINE OF OLD LINCOLN TRAIL AND THE WEST LINE OF BUNKUM ROAD; THENCE NORTH ALONG THE EAST LINE OF SAID LOT 2 TO THE SOUTHEAST CORNER OF LOT 1 OF SAID "CASEY'S SUBDIVISION OF MEYER PLACE", A DISTANCE OF 100.00 FEET; THENCE NORTH ALONG THE EAST LINE SAID LOT 1, A DISTANCE OF 54.14 FEET; THENCE NORTHWEST ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 79.99 FEET TO THE INTERSECTION OF THE WEST LINE OF BUNKUM ROAD AND THE SOUTH LINE OF ST. CLAIR AVENUE; THENCE WEST ALONG THE SOUTH LINE OF ST CLAIR AVENUE VARIOUS CALLS AND DISTANCES FOR APPROXIMATELY 8,800.00 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF PART OF LOT 31 OF THE "NOLES TRACTS A.P. NO. 343" REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN SAID RECORDER'S OFFICE IN BOOK OF PLATS 61 ON PAGE 42; THENCE SOUTHWEST ALONG THE SOUTH LINE OF SAID LOT 31 TO THE SOUTHEAST CORNER OF LOT 32 OF SAID SUBDIVISION, A DISTANCE OF 128.82 FEET; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 32 TO THE SOUTHEAST CORNER OF LOT 33 OF SAID SUBDIVISION, A DISTANCE OF 99.60 FEET; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 33 TO THE SOUTHWEST CORNER OF SAID LOT 33, A DISTANCE OF 100.25 FEET; THENCE SOUTH ALONG THE WEST LINE OF LOTS 25, 24, AND 23 OF THE "TRE-MOR 1ST ADDITION"

REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN SAID RECORDER'S OFFICE IN BOOK OF PLATS 56 ON PAGE 70, A DISTANCE OF 246.44 FEET TO THE SOUTHWEST CORNER OF SAID LOT 23; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 23, A DISTANCE OF 249.86 FEET TO THE SOUTHEAST CORNER OF SAID LOT 23 AND ALSO BEING THE NORTHWEST CORNER OF LOT 5 OF THE "LYNN LEE SUBDIVISION" REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN SAID RECORDER'S OFFICE IN BOOK OF PLATS 79 ON PAGE 68; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 5, A DISTANCE OF 270.72 FEET TO THE SOUTHWEST CORNER OF SAID LOT 5; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 133.14 FEET TO A NORTHWEST CORNER OF LOT 19 OF THE "TRE-MOR" SUBDIVISION REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN SAID RECORDER'S OFFICE IN BOOK OF PLATS 56 ON PAGE 69; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 19, A DISTANCE OF 90.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT; THENCE EAST ALONG THE SOUTH LINE OF SAID SUBDIVISION, A DISTANCE OF 935.20 FEET; THENCE SOUTH ALONG THE EAST LINE OF A PROPERTY AS RECORDED IN DOCUMENT NO. A02409311, A DISTANCE OF 1,236.00 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF SAID PROPERTY; THENCE WEST ALONG THE SOUTH LINE OF SAID PROPERTY, A DISTANCE OF 682.25 FEET TO THE SOUTHWEST CORNER OF SAID PROPERTY; THENCE CONTINUING WEST ALONG THE SOUTH LINE OF A PROPERTY RECORDED AS DOCUMENT NO. A02409360, A DISTANCE OF 606.00 FEET MORE OR LESS TO THE EAST LINE OF STATE RTE 161; THENCE ALONG SAID EAST LINE THE FOLLOWING DIRECTIONS AND DISTANCES, SOUTH 115.09 FEET, SOUTHEAST 472.16 FEET, EAST 59.95 FEET, SOUTH 82.78 FEET, SOUTHEAST 871.36 FEET, SOUTHEAST 435.1 FEET TO THE NORTH LINE OF OLD LINCOLN TRAIL; THENCE EAST ALONG THE NORTH LINE OF SAID OLD LINCOLN TRAIL, A DISTANCE OF 253.02 FEET; THENCE CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 186.82 FEET TO THE SOUTHEAST CORNER OF A PROPERTY RECORDED IN DEED BOOK 3201, PG 1749; THENCE SOUTH ALONG THE NORTH LINE OF OLD LINCOLN TRAIL, A DISTANCE OF 141.86 FEET; THENCE CROSSING OVER OLD LINCOLN TRAIL TO THE SOUTH LINE OF SAID ROAD, A DISTANCE OF 66.00 FEET; THENCE SOUTH CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 18.78 FEET TO THE NORTHEAST CORNER OF A PROPERTY RECORDED IN DEED BOOK 2078, PAGE 460 OF THE ST. CLAIR COUNTY RECORDER'S OFFICE; THENCE SOUTH, ALONG THE EAST LINE OF SAID PROPERTY, A DISTANCE OF 451.57 FEET TO THE SOUTHEAST CORNER OF SAID PROPERTY; THENCE CONTINUING SOUTH TO THE EAST LINE OF STATE ROUTE 161, A DISTANCE OF 96.00 FEET MORE OR LESS; THENCE NORTH ALONG SAID EAST LINE OF STATE ROUTE 161 THE FOLLOWING DISTANCES: 103.00 FEET MORE OR LESS, 400.00 FEET MORE OR LESS, 171.63 FEET; THENCE IN A WESTERLY DIRECTION AT A RIGHT ANGLE TO THE WEST LINE OF THE PROPERTY CONVEYED TO BI-STATE DEVELOPMENT AGENCY FOR THE PURPOSE OF THE METRO-LINK OPERATIONS, A DISTANCE OF 747.28 FEET MORE OR LESS; THENCE NORTH ALONG SAID WEST LINE, A DISTANCE OF 688.00 FEET MORE OR LESS; THENCE EAST TO THE EAST LINE OF SAID PROPERTY CONVEYED TO BI-STATE DEVELOPMENT AGENCY, A DISTANCE OF 133.53 FEET; THENCE NORTH ALONG SAID EAST LINE, A DISTANCE OF 838.79 FEET; THENCE ALONG SAID EAST LINE ON AN ARC TO THE LEFT WITH A RADIUS OF 2,941.93 FEET, AND AN ARC DISTANCE OF 465.73 FEET; THENCE CONTINUING ALONG SAID EAST LINE THE FOLLOWING DISTANCES: 455.24 FEET; 55.00 FEET, 43.62 FEET MORE OR LESS, 5.00 FEET MORE OR LESS, 154.86 FEET; THENCE LEAVING SAID EAST LINE, SOUTH TO THE WEST LINE OF THE BI-STATE DEVELOPMENT AGENCY, A DISTANCE OF 390.00 FEET MORE OR LESS; THENCE NORTH, ALONG SAID WEST LINE, THE FOLLOWING DISTANCES: 95.00 FEET MORE OR LESS, 10.00 FEET, 300.00 FEET, 10.00 FEET, 300.55 FEET, 10.00 FEET, 399.90 FEET, 10.00 FEET, 456.56 FEET, 42.62 FEET, 238.38 FEET, 54.14 FEET; THENCE LEAVING SAID WEST LINE, ALONG THE SOUTH LINE OF PART OF LOT 15 BEING REFERENCED IN DOCUMENT NUMBER A01593172, A DISTANCE OF 1,012.00 FEET MORE OR LESS; THENCE ALONG THE WEST LINE OF SAID PART LOT 15, A DISTANCE OF 402.00 FEET MORE OR LESS TO THE WEST LINE OF THE PROPERTY CONVEYED TO BI-STATE DEVELOPMENT AGENCY; THENCE LEAVING SAID WEST LINE, NORTH, A DISTANCE OF 136.00 FEET, TO THE WEST LINE OF SAINT CLAIR AVENUE; THENCE LEAVING SAID WEST LINE OF SAINT CLAIR AVENUE, NORTH, A DISTANCE OF 145.45 FEET MORE OR LESS TO

THE EAST LINE OF PART OF LOT 2 OF THE "REPLAT OF MAGDALENA PLACE" SUBDIVISION REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN SAID RECORDER'S OFFICE IN BOOK OF PLATS Y ON PAGE 12, SAID POINT ALSO LYING ON THE WEST LINE OF MAGDALENA DRIVE; THENCE NORTH ALONG SAID WEST LINE OF MAGDALENA DRIVE TO THE NORTHEAST CORNER OF LOT 3 IN SAID SUBDIVISION, A DISTANCE OF 187.00 FEET; THENCE SOUTHEAST ACROSS MAGDALENA DRIVE TO THE EAST LINE OF MAGDALENA DRIVE, ALSO BEING THE NORTHWEST CORNER OF LOT 18 OF THE "DAVINROY PLACE" SUBDIVISION REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN SAID RECORDER'S OFFICE IN BOOK OF PLATS 41 ON PAGE 32; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 18 TO THE NORTHEAST CORNER OF LOT 18 AND BEING ON THE WEST LINE OF 1ST AVENUE, A DISTANCE OF 171.00 FEET MORE OR LESS; THENCE CONTINUING EAST ACROSS SAID 1ST AVENUE TO THE EAST LINE OF 1ST AVENUE, A DISTANCE OF 40.00 FEET; THENCE SOUTH ALONG SAID EAST LINE OF 1ST AVENUE TO THE NORTHWEST CORNER OF LOT 14 OF SAID "DAVINROY PLACE", A DISTANCE OF 100.00 FEET; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 14, A DISTANCE OF 141.20 FEET TO THE WEST LINE OF AN ALLEY; THENCE ACROSS SAID ALLEY TO A POINT IN ITS EAST LINE, A DISTANCE OF 7.50 FEET, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 11 OF THE "DAVINROY PLACE 1ST ADDITION" SUBDIVISION REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN SAID RECORDER'S OFFICE IN BOOK OF PLATS 41 ON PAGE 32; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT, A DISTANCE OF 149.43 FEET TO THE SOUTHEAST CORNER OF SAID LOT, ALSO BEING ON THE WEST LINE OF 2ND AVENUE; THENCE NORTH ALONG THE EAST LINE OF SAID LOT 11 AND THE WEST LINE OF 2ND AVENUE TO THE NORTHEAST CORNER OF SAID LOT, A DISTANCE OF 50.00 FEET; THENCE EAST, ACROSS 2ND AVENUE AND AT A RIGHT ANGLE FROM THE PREVIOUS COURSE, 50.00 FEET, TO THE SOUTHWEST CORNER OF LOT 23 AND ALSO BEING ON THE EAST LINE OF 2ND AVENUE; THENCE ALONG THE SOUTH LINE OF SAID LOT 23 TO THE SOUTHEAST CORNER OF SAID LOT, A DISTANCE OF 149.43 FEET; THENCE NORTH ALONG THE EAST LINE OF SAID LOT TO THE SOUTHWEST CORNER OF LOT 8 OF THE "DAVINROY PLACE 2ND ADDITION" SUBDIVISION REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN SAID RECORDER'S OFFICE IN BOOK OF PLATS 44 ON PAGE 106, A DISTANCE OF 22.50 FEET MORE OR LESS; THENCE ALONG THE SOUTH LINE OF SAID LOT 8 TO THE SOUTHEAST CORNER OF SAID LOT, ALSO BEING A POINT ON THE WEST LINE OF 3RD AVENUE, A DISTANCE OF 140.00 FEET; THENCE NORTH ALONG THE EAST LINE OF SAID LOT AND THE WEST LINE OF 3RD AVENUE, A DISTANCE OF 31.00 FEET MORE OR LESS; THENCE EAST AT A RIGHT ANGLE FROM THE PREVIOUS COURSE, TO THE SOUTHWEST CORNER OF LOT 23 OF SAID SUBDIVISION AND ALSO BEING THE EAST LINE OF 3RD AVENUE, A DISTANCE OF 50.00 FEET; THENCE EAST, ALONG THE SOUTH LINE OF SAID LOT 23, TO THE SOUTHEAST CORNER OF SAID LOT, A DISTANCE OF 140.00 FEET; THENCE NORTH, ALONG THE EAST LINE OF SAID LOT 23, TO THE NORTHEAST CORNER OF SAID LOT AND A POINT BEING ON THE SOUTH LINE OF LOT 24, A DISTANCE OF 60.00 FEET; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 24 TO THE SOUTHEAST CORNER OF SAID LOT, A DISTANCE OF 120.73 FEET; THENCE NORTH ALONG THE EAST LINE OF LOTS 24 AND 25, A DISTANCE OF 119.50 FEET MORE OF LESS; THENCE EAST ALONG THE NORTH LINE OF A PROPERTY OWNED BY ILLINOIS AMERICAN WATER COMPANY, REFERENCE OF DEED RECORDED IN BK 1082, PG. 339 OF THE ST. CLAIR COUNTY RECORDER'S OFFICE, A DISTANCE OF 280.00 FEET TO THE NORTHEAST CORNER OF SAID PROPERTY; THENCE SOUTH ALONG THE EAST LINE OF SAID PROPERTY TO THE NORTH LINE OF ST. CLAIR AVENUE, A DISTANCE OF 500.00 FEET; THENCE EAST ALONG SAID NORTH LINE TO THE WEST LINE OF LOT 11 OF THE "NOLES TRACTS A.P. NO. 343" SUBDIVISION REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN SAID RECORDER'S OFFICE IN BOOK OF PLATS 61 ON PAGE 42, A DISTANCE OF 381.00 FEET; THENCE NORTH ALONG SAID LOT LINE TO THE NORTHWEST CORNER OF SAID LOT, A DISTANCE OF 30.00 FEET; THENCE EAST ALONG THE NORTH LINE OF SAID LOT TO THE NORTHEAST CORNER OF SAID LOT AND ALSO BEING ON THE WEST LINE OF NOLES DRIVE, A DISTANCE OF 238.35 FEET; THENCE CONTINUING EAST ACROSS NOLES DRIVE TO A POINT ON THE EAST LINE OF NOLES DRIVE AND ALSO BEING A POINT ON THE WEST LINE OF LOT 25 OF SAID SUBDIVISION, A DISTANCE OF 50.00 FEET; THENCE SOUTH

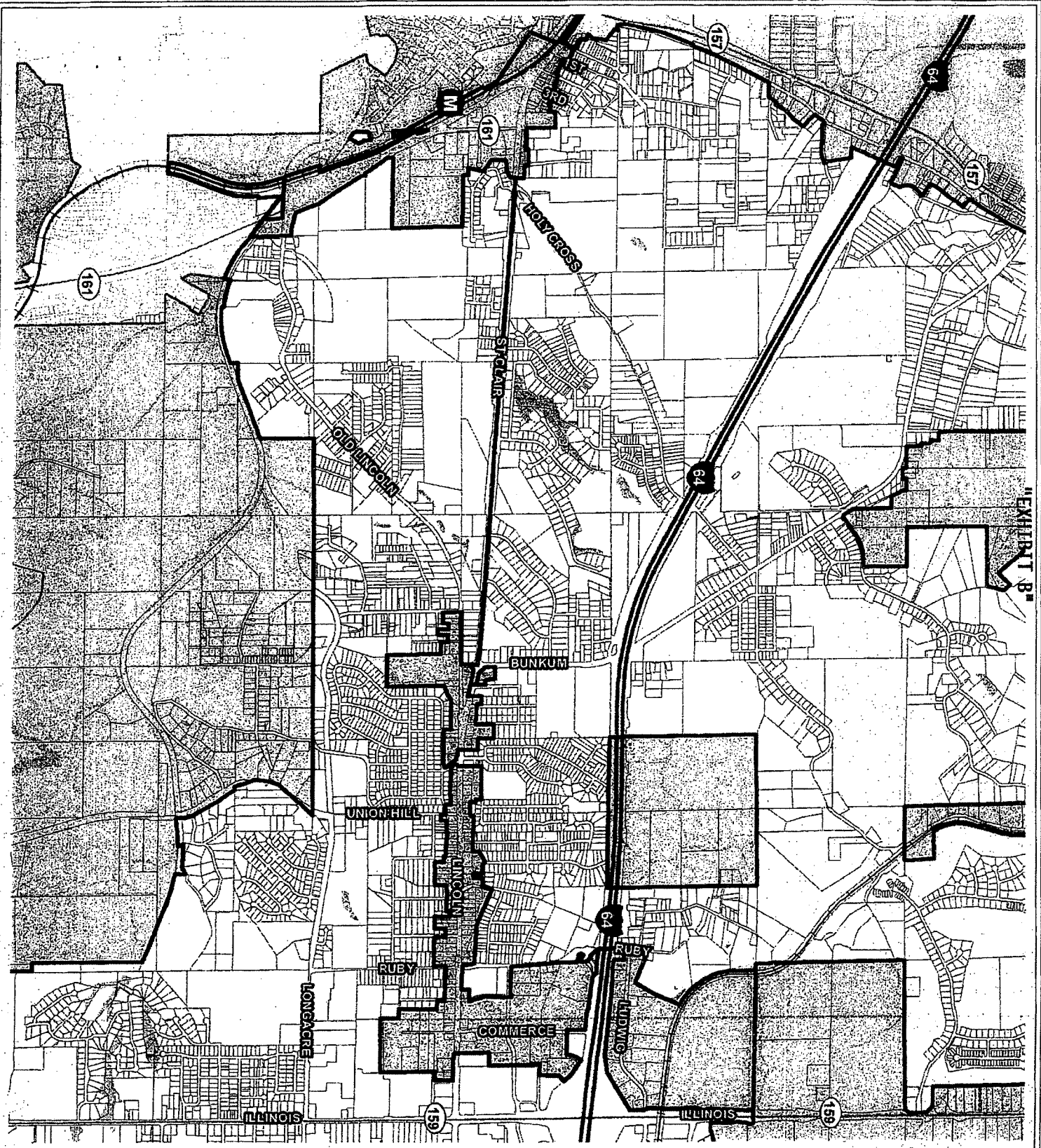
ALONG SAID EAST LINE TO THE SOUTHWEST CORNER OF SAID LOT 25, A DISTANCE OF 63.00 FEET MORE OR LESS; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 25 TO THE NORTHEAST CORNER OF LOT 25A OF SAID SUBDIVISION, A DISTANCE OF 215.00 FEET; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 25A TO THE NORTH LINE OF ST. CLAIR AVENUE, A DISTANCE OF 100.00 FEET; THENCE CONTINUING SOUTH TO THE SOUTH LINE OF ST. CLAIR AVENUE AND ALSO BEING THE NORTHEAST CORNER OF PART OF LOT 31 OF THE SAID "NOLES TRACTS A.P. NO. 343", A DISTANCE OF 100.00 FEET MORE OR LESS; THENCE SOUTH ALONG THE EAST LINE OF SAID PART OF LOT 31, A DISTANCE OF 45.00 FEET, SAID POINT BEING 5.00 FEET NORTH OF THE SOUTH LINE OF ST. CLAIR AVENUE; THENCE RUNNING EAST AND PARALLEL OF A DISTANCE OF 5.00 FEET FROM THE SOUTH LINE OF SAID SAINT CLAIR AVENUE VARIOUS COURSES AND DISTANCES FOR APPROXIMATELY 8,800 FEET MORE OR LESS TO A POINT 5.00 FEET NORTH OF THE NORTHEAST CORNER OF LOT 1 OF "CASEY'S SUBDIVISION OF MEYER PLACE" REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN SAID RECORDER'S OFFICE IN BOOK OF PLATS 96 ON PAGE 77; THENCE NORTH TO THE SOUTHEAST CORNER OF LOT 12 OF "WESLEY PLACE" REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN SAID RECORDER'S OFFICE IN BOOK OF PLATS 43 ON PAGE 1 AND ALSO BEING ON THE WEST LINE OF BUNKUM ROAD, A DISTANCE OF 96.00 FEET MORE OR LESS; THENCE NORTH ALONG THE WEST LINE OF BUNKUM ROAD TO THE INTERSECTION OF SAID WEST LINE WITH THE WESTERLY PROLONGATION OF THE NORTH LINE OF LOT 1 OF "HINTERTHEER ADDITION", REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN SAID RECORDER'S OFFICE IN BOOK OF PLATS 54 ON PAGE 24; THENCE EAST OVER AND ACROSS BUNKUM ROAD TO THE NORTHWEST CORNER OF SAID LOT 1 AND ALSO BEING ON THE EAST LINE OF SAID BUNKUM ROAD; THENCE CONTINUING EAST ALONG THE NORTH LINE OF LOT 1, A DISTANCE OF 210.98 FEET MORE OR LESS; THENCE SOUTH, LEAVING SAID NORTH LINE AND AT RIGHT ANGLES TO THE COURSE LAST DESCRIBED, 100.00 FEET; THENCE EAST AT RIGHT ANGLES TO THE COURSE LAST DESCRIBED, A DISTANCE OF 5.00 FEET; THENCE SOUTH, 70.00 FEET TO THE SOUTHWEST CORNER OF A PARCEL AS RECORDED IN BOOK 3196, PAGE 382 OF THE ST. CLAIR COUNTY RECORDER'S OFFICE; THENCE EAST ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 97.64 FEET TO THE POINT OF INTERSECTION OF SAID LINE WITH THE WEST LINE OF PHILLIP STREET; THENCE CONTINUING EASTERLY ALONG THE COURSE LAST DESCRIBED TO THE POINT OF INTERSECTION OF SAID LINE WITH THE EAST LINE OF SAID PHILLIP STREET; THENCE SOUTH ALONG THE EAST LINE OF SAID PHILLIP STREET TO THE POINT OF INTERSECTION OF SAID LINE WITH THE NORTH LINE OF U.S. HIGHWAY 50; THENCE EAST ALONG THE NORTH LINE OF U.S. HIGHWAY 50 TO THE SOUTHWEST CORNER OF LOT 19 OF "KOMBRINK SUBDIVISION", REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN SAID RECORDER'S OFFICE IN BOOK OF PLATS 51 PAGE 96; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 19, A DISTANCE OF 139.4 FEET TO THE NORTHWEST CORNER OF SAID LOT 19; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 19 AND ITS EASTERLY EXTENSION, A DISTANCE OF 200 FEET TO THE EAST LINE OF SHERYL DRIVE; THENCE SOUTH ALONG THE EAST LINE OF SHERYL DRIVE A DISTANCE OF 90 FEET TO THE SOUTHWEST CORNER OF LOT 17 IN SAID "KOMBRINK SUBDIVISION"; THENCE EAST ALONG THE SOUTH LINE OF LOT 17 AND LOT 2 IN SAID "KOMBRINK SUBDIVISION", A DISTANCE OF 250 FEET TO THE POINT OF INTERSECTION OF SAID LINE WITH THE WEST LINE OF PLEASANT LANE; THENCE NORTH ALONG THE WEST LINE OF PLEASANT LANE TO THE POINT OF INTERSECTION OF SAID LINE WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 1 OF "BATHA SUBDIVISION", REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN SAID RECORDER'S OFFICE IN BOOK OF PLATS 51, PAGE 52; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 1 AND IT'S WESTERLY EXTENSION, A DISTANCE OF 322.6 FEET TO THE SOUTHEAST CORNER OF LOT 1 OF SAID "BATHA SUBDIVISION", SAID SOUTHEAST CORNER ALSO BEING IN THE WEST LINE OF "BOUNTIFUL HEIGHTS NORTH", REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN SAID RECORDER'S OFFICE IN BOOK OF PLATS 58, PAGE 79; THENCE SOUTH ALONG THE WEST LINE OF SAID "BOUNTIFUL HEIGHTS NORTH" TO THE SOUTHWEST CORNER OF LOT 7 OF SAID "BOUNTIFUL HEIGHTS NORTH" SUBDIVISION; THENCE EAST ALONG THE SOUTH

LINE OF LOT 7 AND LOT 6 TO THE SOUTHEAST CORNER OF SAID LOT 6 OF "BOUNTIFUL HEIGHTS NORTH" SUBDIVISION; THENCE SOUTH ALONG THE WEST LINE OF PART OF LOTS 4, 3, 2 AND 1 OF SAID "BOUNTIFUL HEIGHTS NORTH" SUBDIVISION TO THE POINT OF INTERSECTION OF SAID LINE WITH THE NORTH LINE OF U.S. HIGHWAY 50; THENCE EAST ALONG THE NORTH LINE OF U.S. HIGHWAY 50 TO THE SOUTHEAST CORNER LOT 31 OF SAID "BOUNTIFUL HEIGHTS NORTH" SUBDIVISION; THENCE NORTH ALONG THE EAST LINE OF LOTS 31 AND 32 TO THE NORTHEAST CORNER OF SAID LOT 32, SAID NORTHEAST CORNER OF LOT 32 ALSO BEING ON THE WEST LINE OF LOT 1 OF "CONCORD PLAZA" REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN SAID RECORDER'S OFFICE IN BOOK OF PLATS 65, PAGE 7; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 1 OF "CONCORD PLAZA", A DISTANCE 140 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 580.07 FEET TO THE POINT OF INTERSECTION OF SAID LINE WITH THE WEST LINE OF LOT 3 OF "BOUNTIFUL HEIGHTS NORTH SUBDIVISION THIRD ADDITION", REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN SAID RECORDER'S OFFICE IN THE PLAT BOOK 63, PAGE 109; THENCE SOUTH ALONG THE WEST LINE OF LOT 3, A DISTANCE OF 106.2 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 46.24 FEET TO A POINT; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 1 OF "CONCORD PLAZA" AND THE EAST LINE OF LOT 5 OF SAID "CONCORD PLAZA", A DISTANCE OF 92.8 FEET; THENCE EAST AT RIGHT ANGLES TO THE COURSE LAST DESCRIBED, ALONG A LINE LYING 125 FEET NORTH OF AND PARALLEL TO THE NORTH LINE OF U.S. HIGHWAY 50, A DISTANCE OF 250 FEET TO THE POINT OF INTERSECTION OF SAID LINE WITH THE EAST LINE OF MARK DRIVE; THENCE NORTH ALONG THE EAST LINE OF MARK DRIVE TO THE SOUTHWEST CORNER OF LOT 1 OF "ELMDALE" SUBDIVISION, REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN SAID RECORDER'S OFFICE IN PLAT BOOK 54, PAGE 71; THENCE EAST ALONG THE SOUTH LINE OF LOTS 1, 2 AND 3 OF SAID "ELMDALE" SUBDIVISION, A DISTANCE OF 274 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3, ALSO BEING A POINT IN THE WEST LINE OF "ROSELAWN HEIGHTS" SUBDIVISION, REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN SAID RECORDER'S OFFICE IN PLAT BOOK 41, PAGE 9; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 3 TO THE NORTHWEST CORNER OF LOT 1 IN SAID "ROSELAWN HEIGHTS" SUBDIVISION; THENCE EAST ALONG THE NORTH LINE OF LOTS 1, 2, 35, AND 36 OF SAID "ROSELAWN HEIGHTS" SUBDIVISION TO THE NORTHEAST CORNER OF SAID LOT 36, ALSO BEING A POINT IN THE WEST LINE OF LOT 5 IN "SUNNY HILL ACRES" SUBDIVISION, REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN SAID RECORDER'S OFFICE IN PLAT BOOK 47, PAGE 1; THENCE NORTH ALONG SAID WEST LINE OF LOT 5 TO THE NORTHWEST CORNER OF SAID LOT 5; THENCE NORTHEAST ALONG THE NORTHWEST LINE OF SAID LOT 5, A DISTANCE OF 205.4 FEET TO THE MOST NORTHERLY CORNER OF SAID LOT 5, ALSO BEING A POINT IN THE SOUTH LINE OF PINE TRAIL; THENCE EAST ALONG THE NORTH LINE OF LOTS 5, 4, AND 3, ALSO BEING THE SOUTH LINE OF SAID PINE TRAIL, TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 3, A DISTANCE OF 160 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3; THENCE EAST ALONG THE SOUTH LINE OF LOT 2 OF "SUNNY HILL ACRES", A DISTANCE OF 80 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH ALONG THE EAST LINE OF SAID LOT 2 OF "SUNNYHILL ACRES" AND ITS NORTHERLY EXTENSION, A DISTANCE OF 210 FEET TO THE POINT OF INTERSECTION OF SAID LINE WITH THE NORTH LINE OF PINE TRAIL; THENCE EAST ALONG THE NORTH LINE OF PINE TRAIL, AND ITS EASTERLY EXTENSION, TO THE POINT OF INTERSECTION OF SAID LINE WITH THE EAST LINE OF PASADENA DRIVE; THENCE NORTHEAST ALONG SAID EAST LINE OF PASADENA DRIVE TO THE INTERSECTION OF SAID EAST LINE WITH THE SOUTHWEST LINE OF U.S. SURVEY 768; THENCE SOUTHEAST ALONG THE SOUTHWEST LINE OF SAID U.S. SURVEY 768 TO THE POINT OF INTERSECTION OF SAID LINE WITH THE SOUTH LINE OF LOT 48 OF "MEADOWBROOK VILLAGE" REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN THE SAID RECORDER'S OFFICE IN PLAT BOOK 44, PAGE 43; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 48, A DISTANCE OF 19.7 FEET TO THE SOUTHEAST CORNER OF SAID LOT 48; THENCE EAST ALONG THE SOUTH LINE OF LOTS 49, 50, AND 51

TO THE SOUTHEAST CORNER OF SAID LOT 51 OF SAID "MEADOWBROOK VILLAGE" SUBDIVISION, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 1 OF "RUBY LANE PLACE", REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN THE SAID RECORDER'S OFFICE IN PLAT BOOK 55, PAGE 10; THENCE EAST ALONG THE SOUTH LINE OF LOTS 1, 2, AND 4 OF SAID "RUBY LANE PLACE" TO THE POINT OF INTERSECTION OF SAID SOUTH LINE WITH THE WEST LINE OF NORTH RUBY LANE; THENCE SOUTH ALONG THE WEST LINE OF NORTH RUBY LANE TO THE POINT OF INTERSECTION OF SAID LINE WITH THE NORTH LINE OF U.S. HIGHWAY 50; THENCE EAST ALONG THE NORTH LINE OF U.S. HIGHWAY 50, ALSO KNOWN AS LINCOLN TRAIL, TO THE SOUTHWEST CORNER OF LOT 2 OF "MARKET PLACE PHASE 1", REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN SAID RECORDER'S OFFICE IN PLAT BOOK 70, PAGE 41; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 2 A DISTANCE OF 140 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 145.50 FEET TO THE NORTHEAST CORNER OF SAID LOT 2, ALSO BEING A POINT IN THE WEST LINE JEROME LANE; THENCE NORTH ALONG THE WEST LINE OF JEROME LANE TO THE SOUTH LINE OF MARKET PLACE; THENCE WEST ALONG THE SOUTH LINE OF MARKET PLACE TO THE WEST LINE OF NORTH RUBY LANE; THENCE NORTH ON THE WEST LINE OF NORTH RUBY LANE TO THE INTERSECTION OF SAID WEST LINE WITH THE SOUTH LINE OF FAI 64; THENCE NORTH ACROSS FAI 64 TO THE INTERSECTION OF THE NORTH LINE OF FAI 64 AND THE WEST LINE OF NORTH RUBY LANE; THENCE CONTINUING ALONG THE WEST LINE OF NORTH RUBY LANE TO THE NORTHEAST CORNER OF LOT 4 OF "SKARHA TRACTS A.P." REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN SAID RECORDER'S OFFICE IN BOOK OF PLATS 43 ON PAGE 87; THENCE LEAVING SAID WEST LINE OF NORTH RUBY LANE, SOUTHEAST TO THE INTERSECTION WITH THE NORTHWEST CORNER OF LOT 7 OF SAID SUBDIVISION ALSO BEING THE EAST LINE OF NORTH RUBY LANE; THENCE EAST ALONG THE NORTH LINE OF LOT 7 TO THE NORTHEAST CORNER OF SAID LOT, A DISTANCE OF 143.59 FEET; THENCE SOUTH ALONG THE EAST LINE OF LOT 7, A DISTANCE OF 11.60 FEET; THENCE SOUTHEAST ALONG THE SOUTH LINE OF PART OF LOT 5 OF SAID "SKARHA TRACTS A.P.", A DISTANCE OF 430.86 FEET; THENCE NORTHEAST ALONG THE EAST LINE OF SAID LOT THE FOLLOWING DISTANCES: 302.94 FEET, AND 578.82 FEET TO THE SOUTH LINE OF THE CSX RR; THENCE ALONG THE SOUTH AND WEST LINES OF SAID RAILROAD TO THE NORTHEAST CORNER OF THE "EDDING'S PLACE A.P. NO. 132" REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN SAID RECORDER'S OFFICE IN BOOK OF PLATS 44 ON PAGE 41, A DISTANCE OF 1,660.00 FEET MORE OR LESS; THENCE EAST, CROSSING SAID RAILROAD, ALONG THE NORTH LINE AND THE WESTERLY EXTENTION OF SAID NORTH LINE, OF A TRACT OF LAND RECORDED AS DOCUMENT NUMBER A01942366 IN SAID RECORDER'S OFFICE, TO THE WEST LINE OF ILLINOIS STATE ROUTE 159, A DISTANCE OF 2,458.50 FEET MORE OR LESS; THENCE SOUTH ALONG THE WEST LINE OF ILLINOIS STATE ROUTE 159 TO THE NORTH LINE OF FAI 64 VARIOUS COURSES AND DISTANCES, A DISTANCE OF 2,160.00 FEET MORE OR LESS; THENCE WEST ALONG THE NORTH LINE OF FAI 64 TO THE SOUTHWEST CORNER OF LOT 5 OF "FAIRVIEW HEIGHTS PLAZA ANNEX SUBDIVISION., RESUB." REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN SAID RECORDER'S OFFICE IN BOOK OF PLATS 93 ON PAGE 16, VARIOUS COURSES AND DISTANCES, A DISTANCE OF 2,724.89 FEET; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 5 TO THE SOUTHEAST CORNER OF LOT 3 OF "RUBY LANE HEIGHTS" REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN SAID RECORDER'S OFFICE IN BOOK OF PLATS 46 ON PAGE 76, A DISTANCE OF 185.10 FEET; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 3 TO THE EAST LINE OF NORTH RUBY LANE, A DISTANCE OF 171.30 FEET; THENCE SOUTH ALONG THE EAST LINE OF NORTH RUBY LANE TO THE SOUTHWEST CORNER OF LOT 1 OF SAID "RUBY LANE HEIGHTS" SUBDIVISION; THENCE WEST ACROSS RUBY LANE TO A POINT WHICH IS 5 FEET EAST OF THE WEST LINE OF NORTH RUBY LANE; THEN SOUTH ON A LINE WHICH IS 5 FEET EAST AND PARALLEL TO THE WEST LINE OF NORTH RUBY LANE TO THE INTERSECTION WITH THE SOUTH LINE OF FAI 64; THENCE EAST ALONG THE SOUTH LINE OF SAID FAI 64 TO THE POINT OF INTERSECTION OF SAID LINE WITH THE NORTHERLY PROLONGATION OF THE EAST LINE OF COMMERCE LANE; THENCE SOUTH ALONG SAID

PROLONGATION AND THE EAST LINE OF SAID COMMERCE LANE TO THE SOUTHWEST CORNER OF PART OF TRACT 1B OF U.S. SURVEY 768; THENCE EAST ALONG THE SOUTH LINE OF SAID PART OF TRACT 1B AND TRACT 2B OF SAID SURVEY TO THE EAST LINE OF SAID PART OF TRACT 2B AND ALSO BEING THE WEST LINE OF A PRIVATE LANE; THENCE NORTHEAST ON A CURVE TO THE RIGHT, ALONG SAID PRIVATE LANE, HAVING A RADIUS OF 380 FEET, AND THE NORTHEASTERLY PROLONGATION OF SAID CURVE TO THE POINT OF INTERSECTION OF SAID LINE WITH THE SOUTH LINE OF FAI 64; THENCE SOUTHEAST ALONG THE SOUTH LINE OF SAID FAI 64 TO THE INTERSECTION OF SAID SOUTH LINE WITH THE NORTHEASTERLY PROLONGATION OF THE EAST LINE OF PART OF TRACT 1A OF SAID U.S. SURVEY 768; THENCE SOUTHWEST ALONG THE NORTHEASTERLY PROLONGATION OF THE EAST LINE OF SAID TRACT 1A TO THE NORTHEAST CORNER OF SAID TRACT 1A; THENCE SOUTHWEST ALONG THE EAST LINE OF TRACT 1A, 127.50 FEET MORE OR LESS; THENCE SOUTH ALONG THE EAST LINE OF TRACT 1C OF SAID SURVEY TO THE SOUTHEAST CORNER OF SAID TRACT 1C.; THENCE WEST ALONG THE SOUTH LINE OF TRACT 1C, A DISTANCE OF 181.85 FEET; THENCE SOUTH AT RIGHT ANGLE TO THE COURSE LAST DESCRIBED, A DISTANCE OF 169.00 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF PART OF LOT 10B IN SAID SURVEY 768; THENCE SOUTH ALONG THE EAST LINE OF SAID PART OF LOT 10B AND THE EAST LINE OF LOT 4B OF "MARKET PLACE PHASE 2", TO THE SOUTHEAST CORNER OF SAID LOT 4B; THENCE WEST AT RIGHT ANGLES TO THE COURSE LAST DESCRIBED ALONG THE SOUTH LINE OF LOT 4B, A DISTANCE OF 225.00 FEET; THENCE SOUTH ALONG THE EAST LINE OF LOT 4A OF "MARKET PLACE PHASE 2", TO THE POINT OF INTERSECTION OF SAID LINE WITH THE NORTH LINE OF U.S. HIGHWAY 50 (LINCOLN HIGHWAY); THENCE EAST ALONG SAID NORTH LINE OF U.S. HIGHWAY 50 (LINCOLN HIGHWAY) TO THE POINT OF INTERSECTION OF SAID LINE WITH THE NORTHERLY EXTENSION OF THE EAST LINE OF LANAGHAN DRIVE; THENCE SOUTH ALONG THE NORTHERLY EXTENSION OF SAID EAST LINE OF LANAGHAN DRIVE TO THE POINT OF INTERSECTION OF SAID EAST LINE OF LANAGHAN DRIVE WITH THE NORTH LINE OF MALINDA DRIVE, SAID POINT BEING THE POINT OF BEGINNING.

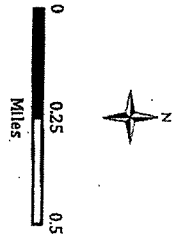
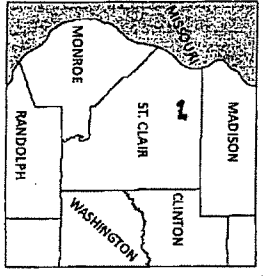
SAID TRACT OF LAND BEING SITUATED IN THE CITY OF FAIRVIEW HEIGHTS, ST. CLAIR COUNTY, ILLINOIS.



"EXHIBIT B"

Enterprise Zone Boundary
City of Fairview Heights, Illinois

 Proposed Enterprise Zone
 Municipal Area



This map was prepared by Economic Development Resources, Inc. All geographic information is provided as a service to the City of Fairview Heights, Illinois. It is not intended to be used as a legal document. The City of Fairview Heights, Illinois, is not responsible for any errors or omissions in this map. The City of Fairview Heights, Illinois, is not responsible for any damages or losses resulting from the use of this map. The City of Fairview Heights, Illinois, is not responsible for any claims or liabilities arising from the use of this map. The City of Fairview Heights, Illinois, is not responsible for any claims or liabilities arising from the use of this map.

Exhibit C: Legal Description of Proposed Addition of Territory to Fairview Heights Enterprise Zone



CONSULTING ENGINEERING
GEOSPATIAL SERVICES

THOUVENOT, WADE & MOERCHEN, INC.

CORPORATE OFFICE
4940 OLD COLLINSVILLE ROAD
SWANSEA, IL 62226
618.624.4488
TWM-INC.COM

Fairview Heights Enterprise Zone
251409.001
June 16, 2026

Legal Description

Part of Marxer Place being part of Lot 4 of US Survey 768, Township 2 North, Range 8 West, of the Third Principal Meridian, City of Fairview Heights, County of St. Clair, State of Illinois, reference being had to the plat thereof in the St. Clair County Recorder's Office in Plat Book 92 on page 83 and being more particularly described as follows:

Commencing at the southwesterly corner of Lot 1 of said Marxer Place; thence North 22 degrees 51 minutes 36 seconds East, on the northwesterly line of said Lot 1 and the northeasterly extension thereof, a distance of 248.42 feet to the Point of Beginning of the tract herein being described.

From said Point of Beginning; thence continuing North 22 degrees 51 minutes 36 seconds East, on the northeasterly extension of the northwesterly line of said Lot 1, a distance of 3.00 feet; thence the following three (3) courses and distances, 23.5 feet southwesterly of and parallel with the northeasterly right of way line of Marxer Place (50' Wide): 1.) South 67 degrees 08 minutes 24 seconds East, 180.36 feet; 2.) easterly 71.88 feet on a curve to the left having a radius of 148.50 feet, the chord of said curve bears South 81 degrees 00 minutes 24 seconds East, 71.18 feet; 3.) North 85 degrees 07 minutes 35 seconds East, 67.08 feet to the centerline of North Ruby Lane (52' Wide); thence South 04 degrees 52 minutes 25 seconds East, on said centerline, 3.00 feet; thence the following three (3) courses and distances, 23.5 feet northeasterly of and parallel with the southwesterly right of way line of Marxer Place (50' Wide): 1.) South 85 degrees 07 minutes 35 seconds West, 67.08 feet; 2.) westerly 73.33 feet on a curve to the right having a radius of 151.50 feet, the chord of said curve bears North 81 degrees 00 minutes 24 seconds West, 72.62 feet; 3.) North 67 degrees 08 minutes 24 seconds West, 180.36 feet to the Point of Beginning.

And all that portion of parcel 03-28.0-106-009 described as follows

A tract of land being a part of Lot 4 in U.S. Survey 758 Claim 1990, township 2 north, range 8 west of the third principal meridian; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois in book of plats "C" on page 445 and being more particularly described as follows, to-wit:

Beginning at the northwesterly corner of said Lot 4 of U.S. Survey 768 claim 1990 and shown in aforesaid book of Plats "C" on page 445; measure south 66 degrees 31 minutes 34 seconds east and along the northerly line of said Lot 4 a distance of 844.20 feet to a point on the westerly right of way line of North Ruby Lane; thence the following courses along said westerly right of way line of North Ruby Lane; thence south 01 degrees 08 minutes 28 seconds east a distance of 10.04 feet; thence south 02 degrees 45 minutes 15 seconds east a distance of 532.07 feet to a point on the southerly line of said Lot 4 in U.S. Survey 768 Claim 1990; thence north 66 degrees 19 minutes 03 seconds west and along said southerly line of Lot 4 a distance of 1,090.44 feet to the southwesterly corner of said lot 4; thence north 23 degrees 15 minutes 00 seconds east and along the westerly line of said Lot 4 a distance of 500.04 feet to the point of beginning,

Subject to easements, conditions, right of way and restrictions of record.

100% EMPLOYEE OWNED • EXCEPTIONAL SERVICE. NOTHING LESS.

ILLINOIS • IOWA • MISSOURI • SOUTHERN CALIFORNIA • TEXAS • VIRGINIA

PROPOSED ORDINANCE NO. 42-'26

**AN ORDINANCE AMENDING ORDINANCE NO. 190, "THE REVISED CODE",
THEREBY MODIFYING CHAPTER 7 – BUILDING CODE**

WHEREAS, Chapter 7 of the Fairview Heights Municipal Code provides for the adoption of building code regulations, and

WHEREAS, Certain provisions of the Fairview Heights Municipal Code are not consistent with currently adopted standards provided for by the National Electrical Code, and

WHEREAS, the Fairview Heights Electrical Commission has made modifications to the Fairview Heights Electrical code based on technical review and guidance from the Director of Land Use and Development, and

WHEREAS, the City Council of the City of Fairview Heights has determined it is in the best interest of the City to approve the aforementioned modifications and to update the Fairview Heights Electrical Code.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAIRVIEW HEIGHTS, that

SECTION 1: The Fairview Heights Municipal Code shall be and is hereby amended by creating a new Chapter within the Revised code titled Chapter 7 – Building Code, a copy of which is attached hereto as Exhibit A and is incorporated herein by reference.

SECTION 2: The Fairview Heights Municipal Code shall be and is hereby amended by repealing sections 7-2-10 through 7-2-14 of Chapter 7 – Building Code and replacing them with sections 7-2-10 through 7-2-14, a copy of which is attached hereto as Exhibit B and is incorporated herein by reference.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

SECTION 4: This ordinance shall be in full force and effect from and following its passage, approval and publication as provided by law.

READ FIRST TIME:

READ SECOND TIME:

PASSED:

APPROVED:

PUBLISHED:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD - CITY CLERK

Sponsored by: Community Committee

DIVISION II - ELECTRICAL REGULATIONS

§ 7-2-10 ADOPTION OF CODE.

(A) The National Electrical Code, 2020, as published by the National Fire Protection Association, is hereby adopted as the Electrical Code for the City and shall hereafter regulate the installation and alteration of electrical wiring and fixtures as herein provided.

(B) Each and all of the codes, provisions, penalties and terms of the National Electrical Code, 2020, are hereby referred to, adopted and made a part hereof, as if fully set out in this section, with the additions, insertions, deletions and changes if any, prescribed by § 7-2-11 of this chapter.

(C) All periodic revisions of the National Electrical Code, 2020, are hereby adopted as revisions of the Electrical Code of the City prospectively.

(D) The Director of Land Use and Development shall keep a copy of the adopted Electrical Code on file in his or her office for public use, inspection and examination. Said use, inspection and examination shall comply with the License Agreement established by the National Fire Protection Association.

(E) Responsibility for assuring that plans for any proposed electrical installation or alteration comply with the provisions of the adopted code shall rest solely with the applicant.

§ 7-2-11 ELECTRICAL CODE; ADDITIONS, INSERTIONS AND CHANGES

(A) Section 90-4 is hereby amended by adding thereto the following provisions.

“The Building and Inspections Division of the Land Use and Economic Development Department of the City of Fairview Heights, Illinois and the duly appointed Code Official of the City of Fairview Heights, Illinois and authorized designees (individually a “code official” and together, the “code officials”) that are hereby authorized and designated to carry out the enforcement provisions of this code.

Any person affected by a decision of a code official or a notice or order lawfully issued under this code shall have the right of appeal to the Electrical Commission, established by section 3-14-1 of the Fairview Heights Code of Ordinances, which shall additionally govern the grounds and regulate the procedures for such appeals.”

(B) Section 210.8 (A) shall be amended as follows.

“(A) Dwelling Units. All 125-volt through 250-volt receptacles installed in the following locations specified in 210.8(A)(1) through(A)(4) and (A)(8) and (A)(9) and supplied by single-phase branch circuits rated 150 volts or less to ground shall have ground-fault circuit-interrupter protection for personnel. 125-volt receptacles installed in the locations specified in 210.8(A)(5) through (7) and (A)(10) shall have ground-fault circuit-interrupter protection for personnel.”

Exceptions:

1. Ground-fault circuit-interrupter protection shall not be required on simplex receptacles on a dedicated circuit installed for the purpose of providing 125-volts to permanently installed garage door opening equipment.
2. Ground-fault circuit-interrupter protection shall not be required on simplex receptacles on a dedicated circuit installed for the purpose of providing 125-volts to permanently installed sump and exection pump systems.

(C) Section 210.8(F) Exception is hereby amended as follows.

“210.8(F) Outdoor Outlets. All outdoor outlets for dwellings, other than those covered in 210.8(A)(3), Exception to (3), that are supplied by single phase branch circuits rated 150 volts to ground or less, 50 amperes or less, shall have ground-fault circuit-interrupter protection for personnel.

Exceptions:

1. Ground-fault circuit-interrupter protection shall not be required on lighting outlets other than those covered in Section 210.8(C).
2. Ground-fault circuit-interrupter protection shall not be required for listed HVAC equipment 50 amperes or less.”

(D) The following additional regulations and standards are hereby adopted as supplementary and in addition to the requirements of the Electrical Code and are hereby incorporated as if fully set forth therein:

“(i) No other electrical conductor other than copper shall be used in the City other than,

- (a) by the utility company in its service supply lines
- (b) service and feeders approved by the Code Official

(ii) Branch circuits shall be at least Number 12 gauge wire.

(iii) Use of circuit breakers commonly known and referred to as “space saver circuit breakers” shall be prohibited in new construction. It may be allowed in panelboard replacement in existing services and in upgrading of existing services if the service panel is rated for their use, with the

approval of the code official. The minimum width of any service panelboard circuit breaker shall be 3/4 inch. All such circuit breakers shall be of “unit-pole” design and operation, having one overcurrent protection device per set of terminals; the use of twin, tandem or similar circuit breakers which feature or allow two or more overcurrent protection devices on a single set of terminals shall not be permitted. For the purpose of this code, a “unit pole” circuit breaker is a single overcurrent protection device which exclusively, without another, makes use of one line-side terminal and its opposite load center bus-bar terminal. Any such use shall meet manufacturers requirements.

(iv) Unless approved by the Code Official, a maximum of 42 circuits per panel shall be allowed on a 200 amp service panel and 24 circuits on a 125 amp service panel. Breaker panels and/or fuse panels shall be clearly marked within the panel designating circuit numbers and the corresponding area(s) and/or equipment or features they service. All service panels shall contain a 2-pole space for future expansion.”

§ 7-2-12 COMPLIANCE WITH THE CODE.

All persons, firms or corporations hereafter installing or altering any electrical wiring or fixture in the City shall comply with the provisions of this subchapter.

§ 7-2-13 APPLICATIONS, LICENSES AND PERMITS.

(A) All persons, firms or corporations desiring to install electrical wiring, apparatus or machinery for the use of electrical current shall file an application with the Director of Land Use and Development for a permit to do so, prior to installing any new wiring or altering any existing wiring.

(B) Application shall be made on forms provided by the Director of Land Use and Development which shall at least include a detailed description of the work to be done, the materials to be used, the locality of the premises by street name and number, and a statement whether or not the person making the application is a qualified electrical contractor or electrician.

(C) If the applicant is the owner of a dwelling wherein he or she resides or proposes to reside, and said applicant proposes to install or replace electrical wiring himself or herself, he or she shall fully inform the Director of Land Use and Development of his or her qualifications for performing the work proposed and the Electrical Inspector must approve the qualifications before any permit is issued

(D) Permit limitations

- (1) No permit so issued shall be transferable.
- (2) Temporary permits may be used when, in the judgment of the Director of Land Use and Development, such are deemed advisable.
- (3) No permit shall be issued to any unqualified person, and the judgment of the Electrical Inspector as to the qualifications shall be final.
 - i. In the event a person, firm or corporation commences installation of electrical wiring, apparatus or machinery for the use of electrical current while knowingly employing unqualified persons, or unregistered sub-contractors the following fees shall be imposed:
 1. First offence - Issuance of a Stop Work Order. Note that all fees required under section 7-2-13 (F) shall also apply);
 2. Second offence - \$500.00 and issuance of a Stop Work Order. Note that all fees required under section 7-2-13 (F) shall also apply);
 3. Third offence - \$1,000.00 and issuance of a Stop Work Order. Note that all fees required under section 7-2-13 (F) shall also apply).

(F) All fees, as set forth in § 7-1-3 of this chapter, for any inspection required by this chapter shall be paid, in advance, prior to the issuance of a permit, to the Fairview Heights City Clerk.

(G) In the event a person, firm or corporation commences installation of electrical wiring, apparatus or machinery for the use of electrical current in the City prior to the issuance of a permit all permit fees, as prescribed in § 7-1-3 of this chapter, shall be doubled.

(H) In the event a person, firm or corporation tampers with a lockout tagout device lawfully installed by the code official or his or her legally authorized representative the following fees shall be imposed:

- i. First offence - \$1,500.00 and the issuance of a Stop Work Order. Note that all fees required under section 7-2-13 (F) shall also apply);
- ii. Second offence - \$5,000.00 and the loss of electrical contractor registration for six (6) months;
- iii. Third offence - \$10,000.00 and the loss of electrical contractor registration for two (2) years.

§ 7-2-14 INSPECTIONS AND CERTIFICATES OF OCCUPANCY.

(A) All electrical installation or alteration performed performed after the issuance of a permit shall be inspected by the Director of Land Use and Development or his or her legally authorized representative at the following stages:

- (1) Upon installation of any temporary electrical service;
- (2) Upon completion of rough in work, but prior to covering;
- (3) Upon completion of the permanent electrical service; and
- (3) Following completion of construction, but prior to occupancy.

(B) Responsibility for notifying the Director of Land Use and Development that a specific stage of construction has been reached and an inspection is requested shall rest solely with the applicant.

(C) Conditions for occupancy and service.

(1) No new building or structure shall be occupied or used unless it has passed each inspection and a certificate of occupancy has been issued.

(2) No new or remodeled electrical installations shall be connected with the electrical power supply lines until the same have received a final inspection and certificate of approval from the Director of Land Use and Development.

PROPOSED ORDINANCE NO. 43-26**AN ORDINANCE AUTHORIZING A REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF FAIRVIEW HEIGHTS, ILLINOIS AND CRITERION MARKET PLACE COMMONS, LLC FOR A REDEVELOPMENT PROJECT AT 301-341 MARKET PLACE 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 to enter into this Agreement with Criterion Market Place Commons, LLC 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, Criterion Market Place Commons, LLC desires to undertake site improvements at 301-341 Market Place, Fairview Heights, IL, 62208 and currently owns the real estate underlying the Project Area; and

WHEREAS, the Community Committee of the City Council met on July 22, 2026 to review the application for the Project and recommended approval of the application to be incorporated into a Redevelopment Agreement; and

WHEREAS, the City Council of the City has determined that the Project will be consistent with the goals of the City's Comprehensive Plan and is authorized under the City's Home Rule powers.

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

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 a made a part thereof.

SECTION 2. REDEVELOPMENT AGREEMENT

The City Council of the City of Fairview Heights hereby authorizes the mayor to execute the attached Redevelopment Agreement with Criterion Market Place Commons, LLC.

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

CITY OF FAIRVIEW HEIGHTS, ILLINOIS REDEVELOPMENT AGREEMENT

Criterion Market Place Commons, LLC

Redevelopment of Retail Commercial Space

located at 301-341 Market Place - Fairview Heights, Illinois



REDEVELOPMENT AGREEMENT

This Redevelopment Agreement (“Agreement”) dated as of _____, 2026, is made by and between the City of Fairview Heights, St. Clair County, Illinois, 10025 Bunkum Road, Fairview Heights, Illinois, 62208 (“City”), and Criterion Market Place Commons, LLC, 13315 E. 112th Street N, #300, Owasso, OK 74055. or its assigns, as provided by and limited to the terms of this Agreement, (“Developer”). The City and the Developer shall be referred to collectively as “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, the Developer desires to undertake site improvements at 301-341 Market Place, Fairview Heights, Illinois, 62208 (the “Project Area”) and the Developer currently owns the real estate underlying the Project Area.

WHEREAS, the Developer desires to undertake site improvements as described in the Application (first attachment to this Agreement) and hereby made part of this Agreement (the “Project”).

WHEREAS, the City Council has determined that (1) the Project will be consistent with goals of the City’s Comprehensive Plan and will promote the health, safety and welfare of the City’s inhabitants, enhance the local tax base and create employment, and, within the Project Area, alleviate conditions which, if not addressed, would become blighted, 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 City’s Economic Development Strategy and is, therefore, authorized under the City’s home rule powers.

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.

- (a) To induce the City to execute this Agreement and perform its obligations hereunder, the Developer represents and warrants to the City as follows:
 - (i) The Developer is a duly organized and validly existing limited liability company organized and in good standing under the laws of the State of Illinois, authorized to do business in the State of Illinois.
 - (ii) 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.
 - (iii) To Developer's knowledge, 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.
 - (iv) 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 materially adversely affect the operation or financial condition of the Developer;

- (v) 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.
 - (vi) 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.
 - (vii) To Developer's knowledge, the construction of the Project by the Developer does not violate: (I) any applicable 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 in any material respect.
- (b) The City represents and warrants to the Developer as follows:
- (i) 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.
 - (ii) 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.
 - (iii) 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.

- (iv) 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 Land Use and Economic Development (DLED).
- (v) 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.
- (vi) 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.
- (c) 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 the first attachment to this Agreement which has been approved by the City and the DLED in accordance with the procedures described in Section 3(c) below. In addition, the

Developer and any heirs and/or successors shall:

- (i) Commit to private investment in the Project of no less than \$400,000, including, but not limited to, acquisition, site clearance, construction, and site improvements to be completed no later than December 31, 2026; and
- (ii) Provide the City with lien waivers and a Certificate of Affidavit documenting all expenditures prior to reimbursement by the City; and
- (iii) Create (or lease the Project to a tenant that creates) five (5) FTE jobs within the first year following the Project Completion Date; and
- (iv) Create (or lease the Project to a tenant that creates) five (5) FTE jobs within two to five (2-5) years following the Project Completion Date; and
- (v) Prior to expiration of the 12-year period described in Section 4(d) below, not petition to St. Clair County for any reduction in assessed valuation without prior consent of the City; and
- (vi) Comply at all times in all material respects with all existing and applicable Federal, State, County, and Local laws, regulations and ordinances, including, but not limited to, those which establish the applicable prevailing wage to be paid by the Developer to workers on the Project. Developer, like the City, acknowledges the value of trade unions in construction projects, and agrees that 100% of Developer's labor related to demolition will be provided by contractors using labor provided by participating member trade unions affiliated with the Southwestern Illinois Building and Trades Council and Developer will cause its general contractor to solicit bids from subcontractors affiliated with such unions for the balance of the Project. All work and labor performed in whole or in part with regard to the Project that is covered or compensated by City economic incentives shall be provided by contractors using labor provided by participating member trade unions affiliated with the Southwestern Illinois Building and Trades Council unless Developer demonstrates to the reasonable satisfaction of the City

that such contractors failed to provide competitive bids for such work or were not available to perform such work without materially delaying Developer's construction timeline, in which case the work and labor related to the Project shall be provided by contractors using labor provided by participating member trade unions affiliated with other Building and Trades Councils; and

- (vii) Hold the City harmless concerning provision of incentives or suffer injunction under legal action against the City; and
 - (viii) Reimburse the City for any and all public funds provided to the Developer in the event that the Developer fails to meet the obligations set forth in this Agreement resulting in an Event of Default under Section 6(d); and
 - (ix) Complete and return annually a Development Agreement Reporting Form provided as the second attachment to this Agreement; and
 - (x) Agree that any expenses incurred for the Project prior to the date of approval by the City Council are not eligible for reimbursement through provisions of this Agreement; and
 - (xi) Obtain and maintain all insurance coverages required by section 37-4-1 of the Revised Code of Ordinances of Fairview Heights, Illinois, and name the City as an additional insured on the policies of insurance specified therein, as set for the in Section 5(c) to this Agreement; and
 - (xii) Issue at least thirty (30) 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 the Project Description set forth in the Application in all material respects. No material deviation from the building permit shall be made by Developer without the prior written consent of the DLED 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 in all material respects. Developer shall comply in all material respects 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 DLED 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 DLED does not approve the revised plan(s), the DLED shall specify in detail the reasons therefor. Developer shall have reasonable time within which to submit revised plans to the DLED for his or her approval, which approval shall not be unreasonably withheld or delayed. If the DLED fails to approve or reject (specifying reasonable details therefore) a submission or re-submission by the Developer within fifteen (15) days of the DLED's receipt of same, then the DLED will be deemed to have approved such submission or re-submission.

- (c) Limited Applicability of DLED Approval. Any approvals of the Project or Development Plans by the DLED 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.
- (d) Constructing the Project. Prior to commencement of the Project pursuant to this Agreement, the Developer shall deliver the following to the DLED:
 - (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 the Developer's financing sources (Financing) that confirms adequate financing of the project including what proportion of funds, if any, shall be the Developer's equity capital and evidence of the availability thereof. If any portion of the funds will be borrowed, the Developer shall furnish a commitment for a conventional construction loan from an institutional lender or from the 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 the 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 which mortgage shall be superior to this Agreement in priority upon its recordation in the chain of title to the Project Area. The terms of any construction loan agreement and the documents which evidence and secure the Financing shall be subject to the reasonable approval of the City, which approval shall not be unreasonably withheld or delayed.

- (e) 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 replaced by the Developer at its sole cost and in accordance with the City's standard specifications.
- (f) Certificate of Completion. Upon completion of the Project in accordance

with the provisions contained in this Agreement and commencement of business, the DLED, 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 the Developer 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 DLED, within thirty (30) days after receipt of the same, shall undertake an inspection of such Project and thereafter provide the 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 DLED, 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 DLED requirements, Developer shall resubmit a written request for a Certificate from the DLED. The furnishing of such Certificate to Developer shall not be unreasonably withheld or delayed.

- (g) 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 the Project or 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 DLED. 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) Verification of Redevelopment Project Costs. The Developer shall substantially perform all of its obligations under this Agreement and furnish the City with a cost analysis certified by an independent party, setting forth all redevelopment project costs for the Project on or before December 31, 2026.
- (b) Maximum Reimbursement. The City shall remit to the Developer the requested Tax Increment Financing rebate set forth above, in an amount not to exceed a total reimbursement of \$75,000.00 to be rebated to the Developer upon completion of improvements encompassed within the Project.
- (c) Misc.
 - (i) City will not unreasonably withhold consent for the Developer's application to St. Clair County for reduction in assessed valuation pursuant Section 3(a) of this Agreement.
- (d) Prior Consent. Prior to December 31, 2037 the Developer shall not petition to St. Clair County for any reduction in assessed valuation without prior consent of the City.

5. DEVELOPER'S COVENANTS.

- (a) Use Restrictions. Equal Opportunity Laws and Covenants Running with the 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. The 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) (collectively, "City Parties") 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, willful misconduct or default under this Agreement by the City Parties;
 - (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, agents 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 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 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 Finance Director 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 thirty (30) 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 side within ninety (90) days after filing.

- (v) 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 thirty (30) days of 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 and reasonable discretion if the default cannot be reasonably cured within the thirty (30) day period, provided that the cure has been commenced by the Developer within said thirty (30) day period and thereafter diligently prosecuted to completion.
- (vi) 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 thirty (30) days of written notice from the other party; or

- (xi) The Developer allows the conduct of general business operations at the Project Area to permanently cease after initial commencement within two (2) 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 the 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, the 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 actual, but not speculative, punitive or consequential damages.
- (g) Waiver and Estoppel. Any delay by either party 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 such party of or limit such rights in any way. No waiver made by either party with respect to any specific default by the other party shall be construed, considered or treated as a waiver of the rights of either party with respect to any other defaults of the other party.
- (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 thirty (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. After issuance of the Certificate, the Developer may assign, transfer or convey any right, title or interest in the Property or any of its duties or obligations under this Agreement in accordance with the terms of this Agreement. 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:
 - (i) Its parent company; or
 - (ii) Any company which merges, consolidates or acquires substantially all of the assets of Developer, including the Project Area as a going concern; or
 - (iii) 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) DLED's Authority. The DLED 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: Mayor Mark Kupsy 10025
Bunkum Road Fairview Heights,
IL 62208

If to the Developer: Wade Cheek
Criterion Market Place Commons, LLC
13315 E. 112th Street N
Owasso, OK 74055

- (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.

- (q) SNDA and Estoppel. The City shall, within 10 days after request from Developer from time-to-time, (i) issue such estoppel certificates certifying Developer's compliance with this Agreement and such other matters as Developer may reasonably request; and (ii) execute a subordination, non-disturbance and attornment agreement in form reasonably acceptable to the City with respect to this Agreement with any holder of a mortgage that encumbers the Project.

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

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

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_____, 2026.

Notary Public

My Commission Expires:_____

Criterion Market Place Commons, LLC

By:

Wade Cheek

Criterion Market Place Commons, LLC

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

I, _____, a notary public in and for said County, in the State aforesaid, do hereby certify that Wade Cheek, personally known to me to be the authorized representative of Criterion Market Place Commons, LLC., located at 13315 E. 112th Street N, #300, Owasso, OK 74055, 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 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 for the uses and purposes therein set forth.

Given under my hand and notarial seal this__day of_____, 2026.

Notary Public

My Commission Expires:_____

APPENDIX 1

Application #: _____

Business Assistance Program Application**Applicant Information**

1. Name of Person Completing Application: W a d e C h e e k
2. Address: 13315 E. 112th Street N, #300, Owasso, OK 74055
3. Phone Number: 918-212-6385
4. Fax Number: NA
5. Email: wade@thecriterionfund.com

Business Information

1. Business Name: Criterion Market Place Commons, LLC
2. Owner: Braden Cheek, Manager
 - a. Representative of owner: Wade Cheek
 - b. Does Representative have a financial interest in the project? ☐ Yes ☒ No
 - c. If yes, what is the percentage level of participation? N/A %
3. State of Organization: Oklahoma
4. Address: 13315 E. 112th Street N, #300, Owasso, OK 74055
5. Phone Number: 918-212-6385
6. Fax Number: N/A
7. Email: wade@thecriterionfund.com
8. Type of Business Entity: a limited liability company

Project Information

Provide the Street Address of the project: 301-341 Market Place, Fairview Heights, IL 62208

1. Is project located in
 - Lincoln Trail Tax Increment Finance District (See Map Exhibit A)
 - Fairview Heights Tax Increment Finance District (See Map Exhibit B)
 - St. Clair Square Shoppes Tax Increment Finance (See Map Exhibit C)
 - St. Clair Square Shoppes Business District (See Map Exhibit C)
 - City of Fairview Heights (See Map Exhibit D)
 - ☒ Lincoln Trail 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? Commercial; PB (City of Fairview Heights)
 Will the proposed project require a zoning amendment, variance, or special use permit?
 If Yes, provide application numbers and dates for each application: N/A
4. What is the nature of the proposed project?
 New Construction Expansion ☒ Occupancy of Existing Building
 If new construction specify as: Commercial; Residential; Industrial
5. Provide a narrative description of the proposed project (attach additional pages if necessary). Applicant must be as specific as possible in describing: (1) the type of business proposed to be conducted at the site; (2) current condition of the site including size and condition of any existing structures, environmental conditions, and past uses of the site; (3) proposed development/redevelopment activities, scope of work, type of construction, etc.; (4) financing; (5) why Business Assistance Program monies are necessary for completion of the project; and (6) how the project is consistent with the goals and objectives identified in the TIF Redevelopment Plan or Business District Plan.
 Please see attached sheet

6. Are any public infrastructure improvements required for this project to proceed?
 YES ☒ NO. If Yes, describe improvements required:

7. Will the applicant obtain competitive bids from local contractors and sub-contractors?
☒ YES NO

8. Identify: Project Start Date: Upon receipt of approval and Project Completion Date: TBD

Project Costs

1. Estimated Total Project Cost: complete the following worksheet

Remodeling/Rehabilitation/Expansion (TOTAL):	\$
Labor	\$
Materials	\$
New Construction (TOTAL):	\$
Labor	\$
Materials	\$
Capital Equipment:	\$
Site Improvements (Acquisition/Preparation, etc.):	\$ 472,621.00 – attached sheet of estimated costs
Other:	\$
TOTAL ESTIMATED PROJECT COST:	\$472,621.00

* 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
03-28.0-200-040	1,353,115	87,355.76	1,489,915	

Existing sales subject to sales tax: Tenants do not report their sales

Proposed sales subject to sales tax: * Please see note below

Existing number of FTE jobs: This info is not provided to Landlord

Proposed number of FTE jobs: * Please see note below

Indicate the total amount of financial assistance requested (in current dollars): **\$75,000.00**

* 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.

Wade Check COO 7-15-26
NAME TITLE DATE

NOTE: Applications will not be considered for approval unit 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

*** As the owner of a multi-tenant shopping center, we do not require our tenants to report their annual sales or employee counts, so we do not have actual data for these figures. Our belief would be with 2 tenants expanding into a larger footprint, their sales would increase and possibly increase the number of employees. With the renovation of the center, the Landlord believes that this would attract more customers/foot traffic, so the tenant's sales would therefore increase.**

Market Place Commons
301-341 Market Place
Fairview Heights, IL 62208

Business Assistance Program Application

Additional Information

#5. Narrative description of the proposed project:

The proposed project consists of comprehensive site and building improvements to enhance the overall appearance, functionality, and long-term viability of the shopping center.

The shopping center contains approximately 36,786 square feet and is situated on 4.23 acres. The center is anchored by Sherwin-Williams, Hooters, and L&M Elegant Event Center. Ownership acquired the property in 2022 and has since focused on maintaining and improving the center to better serve existing tenants and attract future businesses.

Proposed Development and Scope of Work

A. Building Façade Improvements

1. Power washing of the entire exterior of the building
2. Painting of the complete exterior, including rear exterior doors
3. Repair and/or replacement of all exterior guttering
4. Roof repair and/or replacement

B. Property Improvements

1. **Lighting Improvements**
 - Replacement of existing exterior parking lot pole lights with new LED fixtures
2. **Parking Lot Improvements**
 - Repair of approximately 14 damaged areas
 - Crack filling, seal coating, and restriping of the parking lot
3. Replacement of parking stops
4. Repair and/or replacement of parking lot curbs

These planned improvements will significantly enhance the overall appearance, safety, and functionality of the shopping center. The upgrades are expected to improve tenant retention, increase leasing activity, attract new businesses, and contribute to increased customer traffic and revenue generation for the center as a whole.

MARKET PLACE COMMONS EXTERIOR UPDATES

IMMEDIATE REPAIRS NEEDED

Gutter repair	\$	2,750.00	COZAD
Roof repair	\$	2,500.00	COZAD

BIDS

TPO ROOF	\$	315,000.00	Liftetime
New Guttering	\$	27,500.00	Liftetime
Ext Paint	\$	41,314.00	Contract
Lighting	\$	8,192.00	Cozad
Parking stops	\$	3,500.00	Cozad
Parking Lot	\$	62,500.00	Diversified inclusive of repair of 14 areas, crackfill, sealcoating and striping
Curbs	\$	14,615.00	Diversified

TOTAL \$ 472,621.00

Dustin McLinden

Lifetime Roofing And Renovation

Apr 23, 2026 | 112 Photos



Condition Report - 301 Market



Section 1

Roof Inspection & Condition Report

Property: 301–337 Market Place Retail Strip Center

Location: Fairview Heights, IL

Property Type: Multi-Tenant Retail Strip Center

Client: Cozad

Inspection Date: April 20, 2026

Inspected By: Lifetime Roofing

1. Executive Summary

A certified commercial roof inspection was completed on April 20, 2026.

The existing roofing system is a **structural metal panel roof**, estimated to be **approximately 26 years old** and likely original based on visual assessment (no destructive testing performed).

The roof is currently in **aging condition** with widespread deterioration and signs of prior repair fatigue. While portions remain functional, the system is approaching the end of its serviceable life.

Recommendation:

- Begin planning and budgeting for **roof replacement within 1–3 years**
- Address **immediate repair items**, particularly drainage-related concerns
- Consider proactive maintenance if replacement is deferred

2. Key Findings – Roof System

Overall Condition

- Approximate age: **26 years**
- Likely **original roofing system**
- General wear consistent with end-of-life metal roofing

Identified Issues & Risks

- **Dry rot splits** present at many previous repair locations
- **Metal panels exhibiting rust and corrosion**
- **Open seams** allowing water intrusion potential
- **Metal crimps failing**, resulting in panel bowing
- **High/exposed fasteners**, increasing leak risk

3. Gutter System Assessment

The gutter system at this property is **non-standard** and appears to function as an **integrated component of the roofing system**, rather than a typical external gutter assembly.

Observations

- **Active leaks present in gutter system**
- Water is **discharging onto electrical components**, creating elevated risk
- System design complexity may contribute to ongoing performance issues
- Existing condition suggests **system-wide inefficiencies**, not isolated failures

Implications

- Repairs may address short-term issues, but **design limitations may persist**
- Gutter performance is directly impacting roof drainage and overall system performance

4. Storm Damage Observation

- Property experienced approximately **1.5" hail events on May 26, 2024 & March 14, 2025**
- **Observed damage level: Moderate**
- Condition may be **insurance claim eligible**, depending on carrier assessment

For claim assistance or further evaluation:

Dustin – 314.393.9906

5. Recommended Scope of Work

Immediate Repairs (Priority)

- Repair leaking gutter and downspout areas, especially near electrical components
- Address active water entry points

Estimated Investment: \$2,750

General Roofing Maintenance

- Address minor roofing issues to stabilize current condition

Estimated Investment: \$2,500

Proactive Repair Program (If Deferring Replacement)

- Replace compromised fasteners
- Apply flashing-grade sealant to seams
- Reinforce high-risk areas
- Perform general repairs across roof system

Estimated Investment:

- Full property: **\$17,000**
- Hooters roof only: **\$6,000**

6. Capital Improvement Options

Roof Replacement Options (Budgetary)

Option 1: TPO Retrofit System w/ 1" ISO Insulation

- Installed over existing metal system
- Improves waterproofing and energy efficiency

Estimated Cost: \$290,000 – \$300,000

Option 2: TPO Retrofit System w/ ½" DensDeck Cover Board

- Increased durability and impact resistance
- Better long-term performance in hail-prone environments

Estimated Cost: \$305,000 – \$315,000

Option 3: New Structural Metal Roof

- Similar system to existing
- Pricing to be determined based on final design and specifications

Gutter System Replacement Option

Given the condition and design limitations of the existing system:

Full Gutter System Replacement

- Reconfiguration and replacement of existing gutter system
- Designed to improve drainage performance and reduce risk to building components

Estimated Cost: \$27,500

7. Professional Recommendation

Based on inspection findings:

- The roof system is in the **final stage of its lifecycle**
- Ongoing repairs will provide **short-term extension only**
- The **gutter system is a critical concern** and should be addressed regardless of roof replacement timing

Ownership should evaluate:

- **Insurance claim viability (hail damage)**
- **Capital planning for roof replacement (1–3 year horizon)**
- **Near-term gutter system improvements to mitigate risk**

* SEE PHOTOS BELOW

1



Project: COZAD- Hooters 301 Market Place
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Creator: Brett White

2



Project: COZAD- Hooters 301 Market Place
Date: Apr 20, 2026, 12:35 PM
Creator: Brett White

3



Project: COZAD- Hooters 301 Market Place
Date: Apr 20, 2026, 12:35 PM
Creator: Brett White

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Project: COZAD- Hooters 301 Market Place
Date: Apr 20, 2026, 12:36 PM
Creator: Brett White



Project: COZAD- Hooters 301 Market Place
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Creator: Brett White



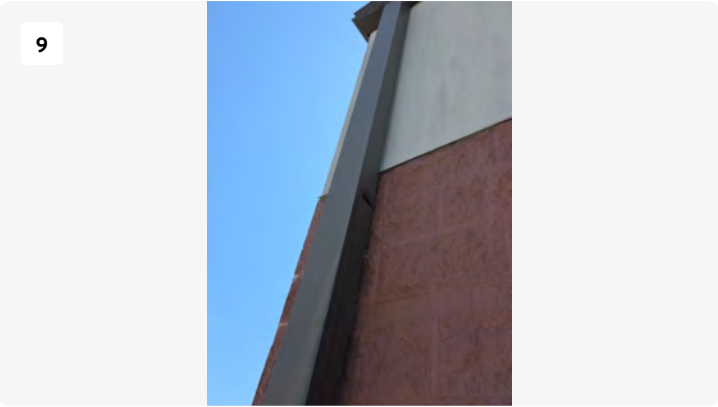
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Creator: Brett White



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Creator: Brett White



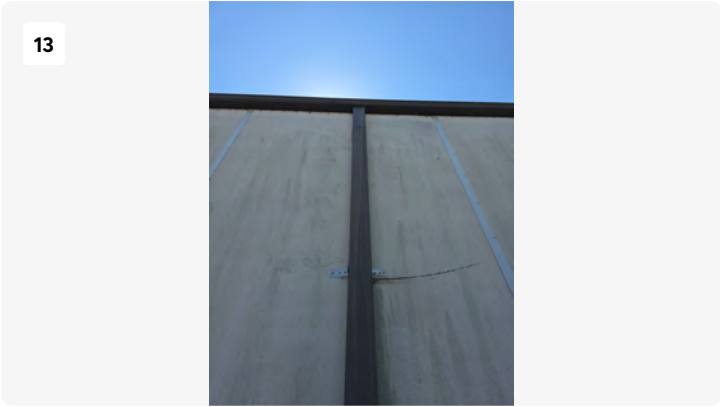
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Project: COZAD- Hooters 301 Market Place

Date: Apr 20, 2026, 12:45 PM

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Creator: Brett White



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Creator: Brett White





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Creator: Brett White



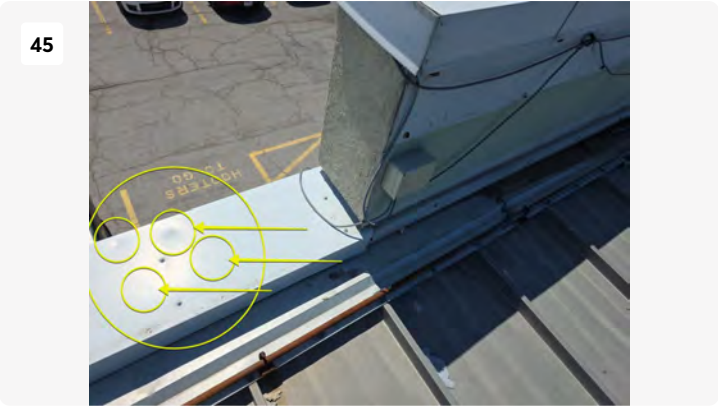
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Creator: Brett White



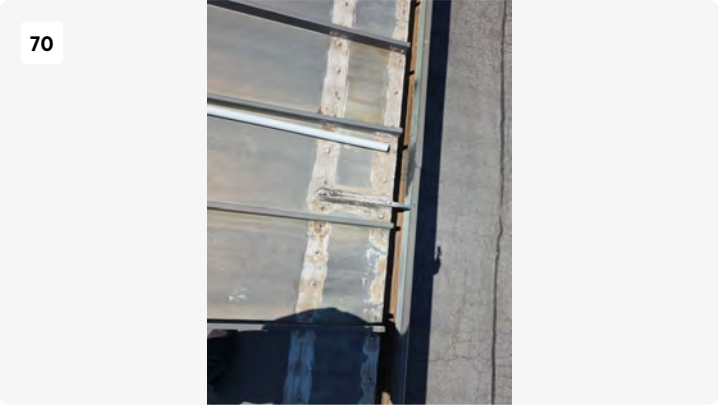
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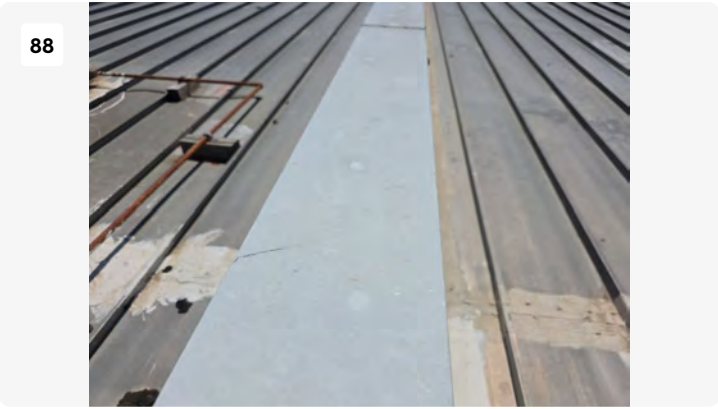
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Date: Apr 20, 2026, 2:15 PM
Creator: Brett White



PROPOSAL

[RETURN TO AGENDA](#)

301 E. Marceau, St. Louis, MO 63111

314-638-2500
Fax 314-638-2202

April 22, 2026

ATTN: Chris Cozad
Cozad Group

Re: 301 Market Place
Fairview Heights

SCOPE OF WORK:

ASPHALT REMOVAL 4"

Sawcut, remove and replace 14 areas of deteriorated asphalt pavement measuring approximately 437 square yards. The excavations will be to a depth of 4 inches and all debris will be hauled from the site. Four inches of commercial asphalt will be placed, rolled and compacted with the edges squared and sand sealed for protection.

CONCRETE PARKING STOPS

Remove and replace 23 parking stops. The existing damaged parking stops will be removed and hauled from the site. New parking stops will be placed and pinned.

COST: \$ 32,903.00

CRACKFILL

Power-blow cracks with high velocity blowers to clean out loose debris. Apply Mac-52 Supreme on 1/4 inch or larger straight- line cracks approximately 6,000 linear feet. Apply squeegee filler flat to pavement with V shaped rubber squeegee.

COST: \$ 5,280.00

SEALCOATING

Power-blow pavement clean of debris and clean dirt areas with wire brooms. Trim around buildings, islands, and parking bumpers with brushes Apply 2 coats of Mac-52 industrial grade sealer to pavement approximately 10,622 square yards. Rope off area from traffic.

COST: \$ 22,200.00

STRIPING

Stripe as existing including handicap logos, painting of curbing and stenciling.

COST: \$ 1,925.00

**Re: 301 Market Place
Fairview Heights**

PAGE TWO

NOTE: This price does not include any permits, or cost.

NOTE: Diversified Contractors shall make a reasonable attempt to install the work to avoid puddles or ponding of running water where insufficient slope (normally 3/16" per foot) of paving exists, or the service tolerance less than 3/8" in eight feet horizontal distance.

If after excavation the sub-base is not suitable for installation, additional sub-base will be excavated and replaced with suitable base material. The additional cost incurred will be agreed upon and added to the final billing.

All work to be performed on weekdays during regular business hours. Asphalt and Concrete material prices are good through May 31, 2026. We propose hereby to furnish material and labor complete in accordance with the above specifications, for the above job quote amount. All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Prices are subject to change due to volatility of petroleum pricing; a fuel surcharge may be added.

Any alterations or deviation from above specifications involving extra costs will be executed on upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

"Diversified Contractors is not an ADA certified specialist. ADA requirements must be provided from an ADA specialist, engineer, or attorney."

We will not be held responsible for cost incurred by damage caused or repairs due to damage to any private utility lines, irrigation lines and landscaping. Our workers are fully covered by Worker's Compensation insurance.

If vehicle(s) are left on the parking lot during a scheduled event, Diversified Contractors will work around them and cannot be responsible for towing, or any damage to the vehicle(s) while performing the work. To return and complete the scope will result in additional charges per trip.

Warranty: Provided that all payments are paid as set forth, the labor and materials used on this job shall be warranted by Diversified Contractors, Inc. for a period of one year from the completion of the work. Exclusion to Warranty: Future defects affecting paving including but not limited to: sub-grade settlement, sub-grade failure, sub-grade shrinkage, hydrostatic pressure, inadequate design, overloading, misuse or abuse of the paving, reflective cracking.

Re: 301 Market Place
Fairview Heights

PAGE THREE

Any work performed at the insistence of the Owner over the objection of Diversified Contractors shall be performed without warranty for any purpose, voiding any other such warranty.

Sincerely,

Brian Michler

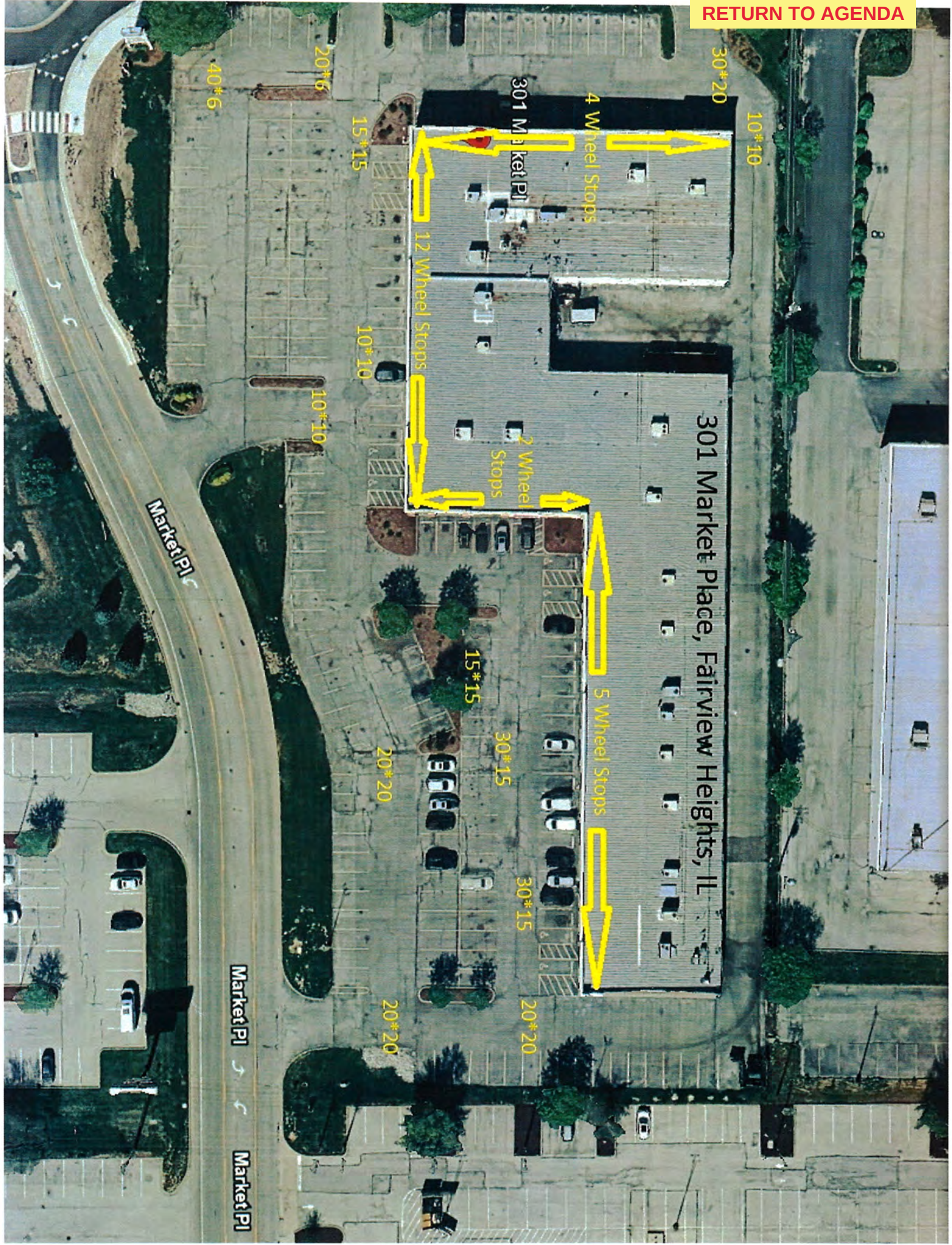
Brian Michler

bmichler@diversifiedcontractorsinc.com
[314-574-6053](tel:314-574-6053)

DATE OF ACCEPTANCE: On this _____ day of _____, 2026.

BY: _____
Signature

NOTICE TO OWNER: FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT, YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.



301 Market Place, Fairview Heights, IL

4 Wheel Stops

301 Market Pl

2 Wheel Stops

5 Wheel Stops

15*15

30*15

30*15

20*20

20*20

20*20

15*15

10*10

10*10

20*6

40*6

Market Pl

Market Pl

Market Pl



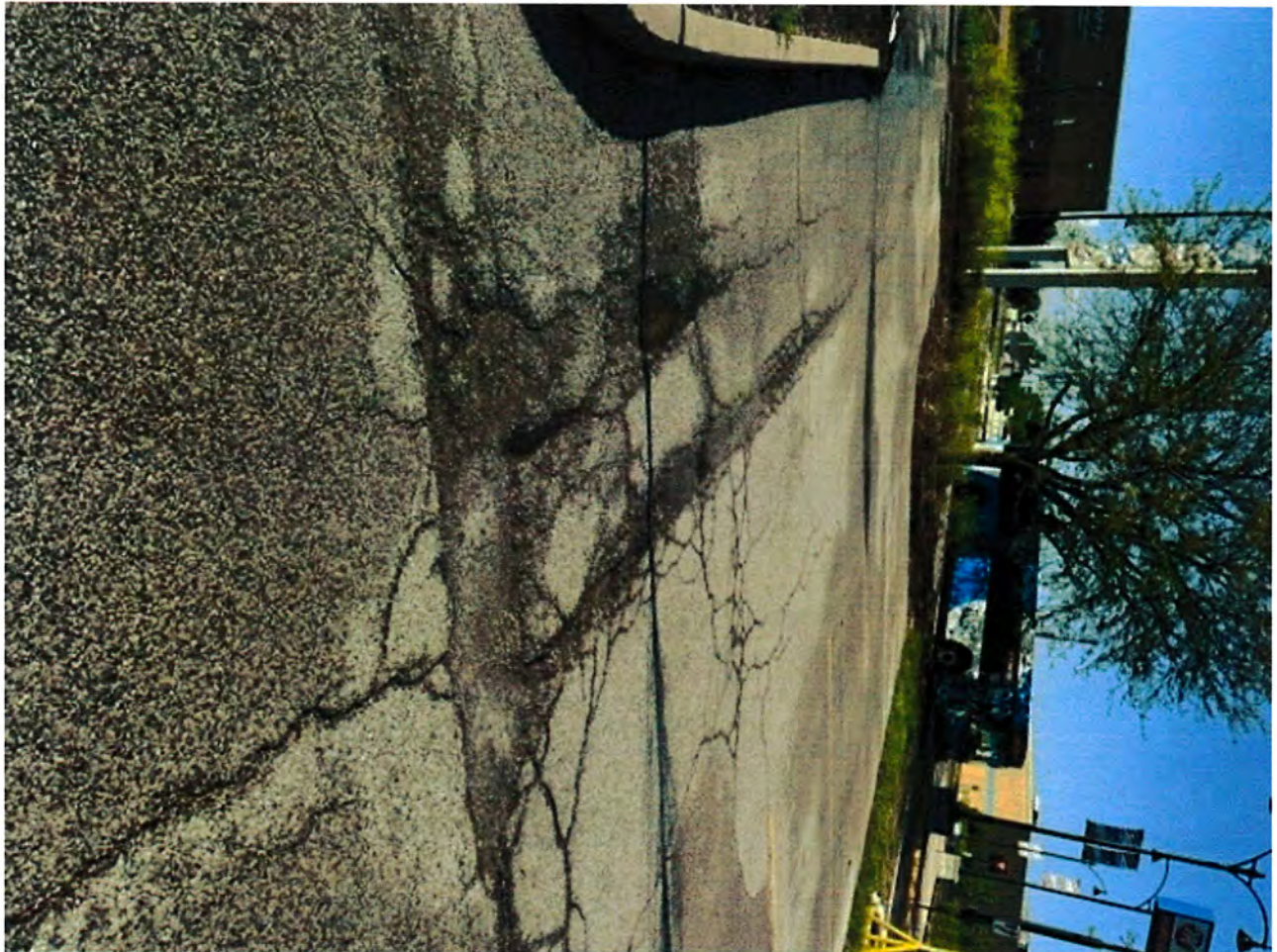


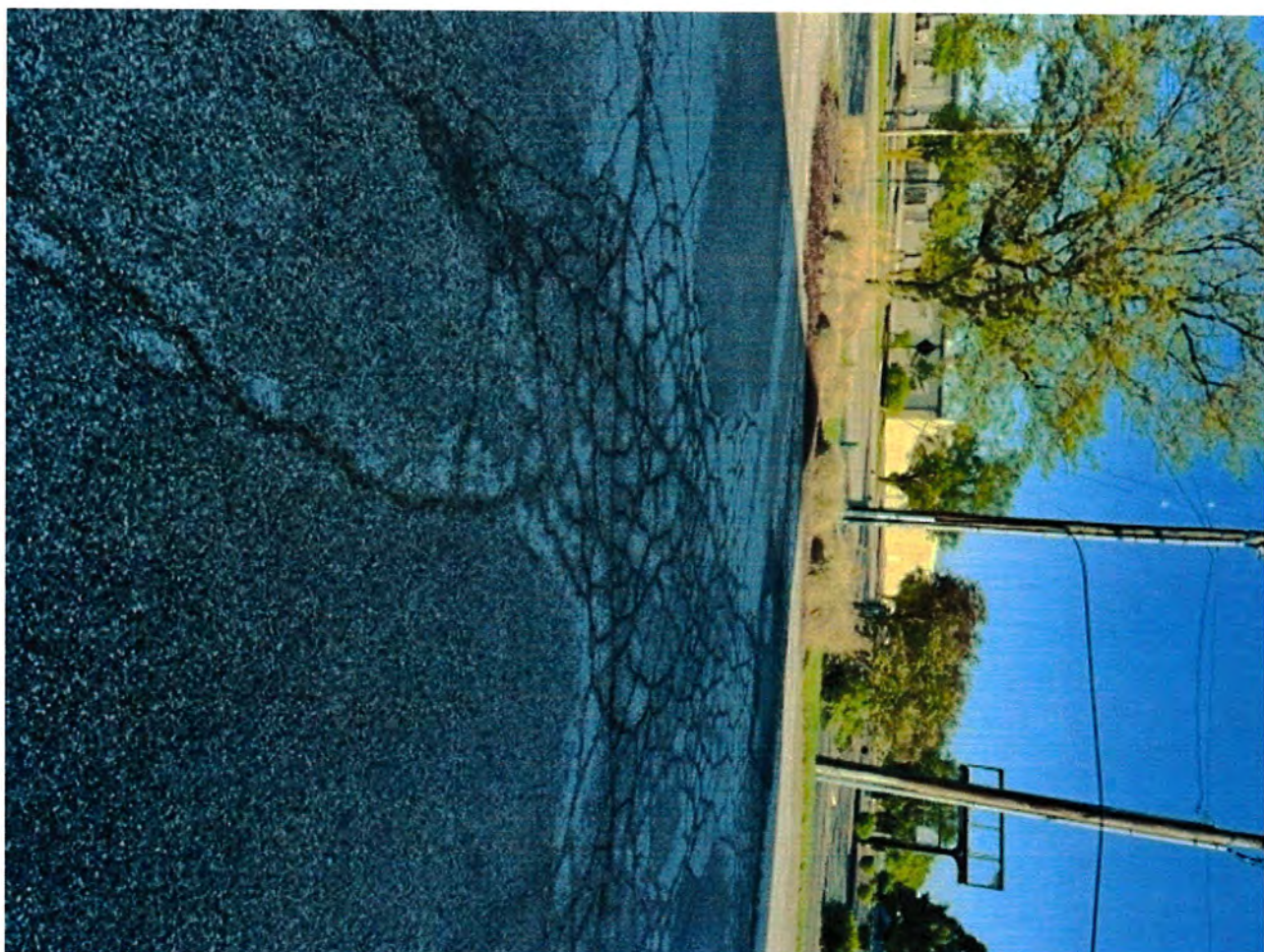




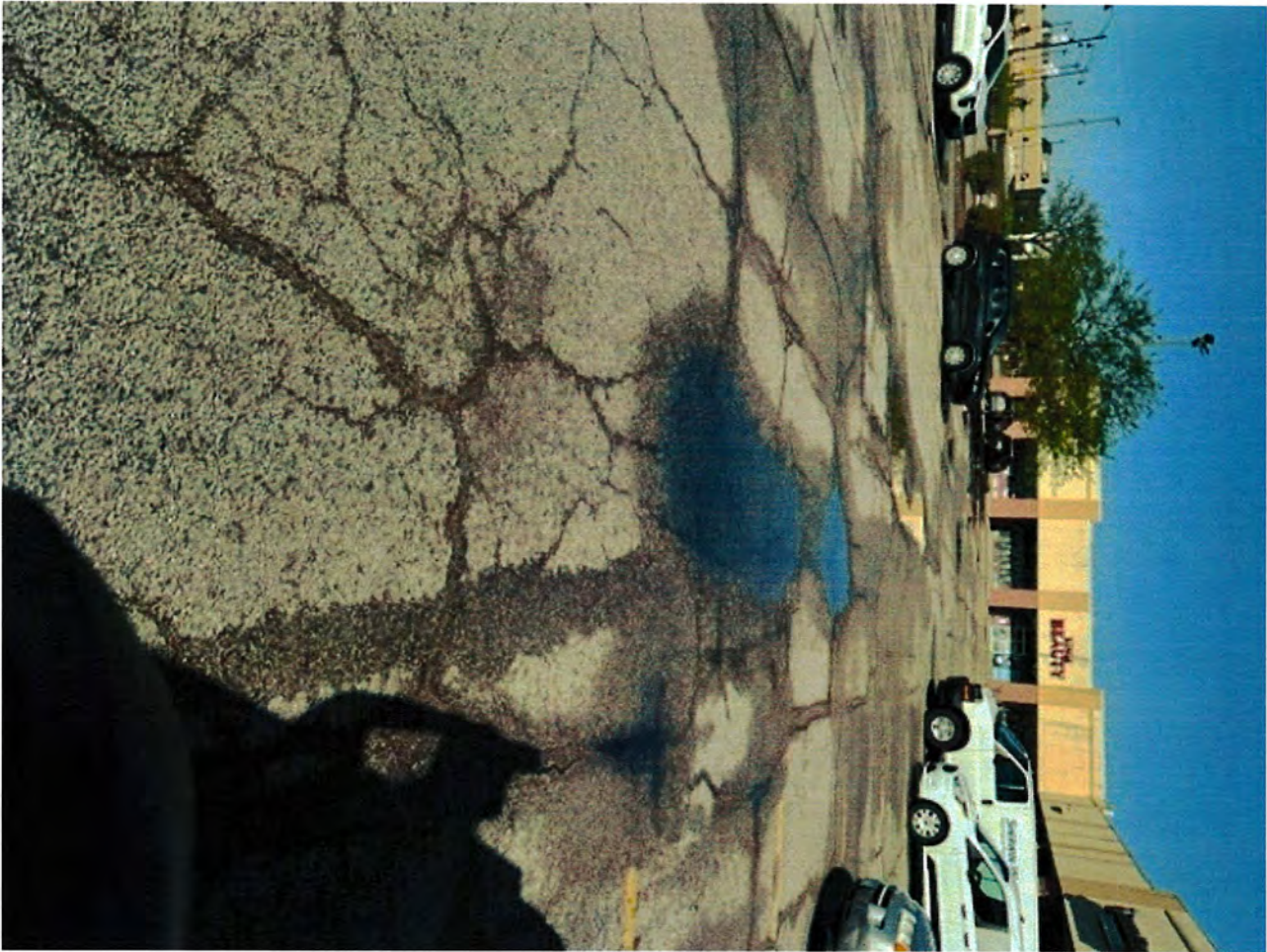


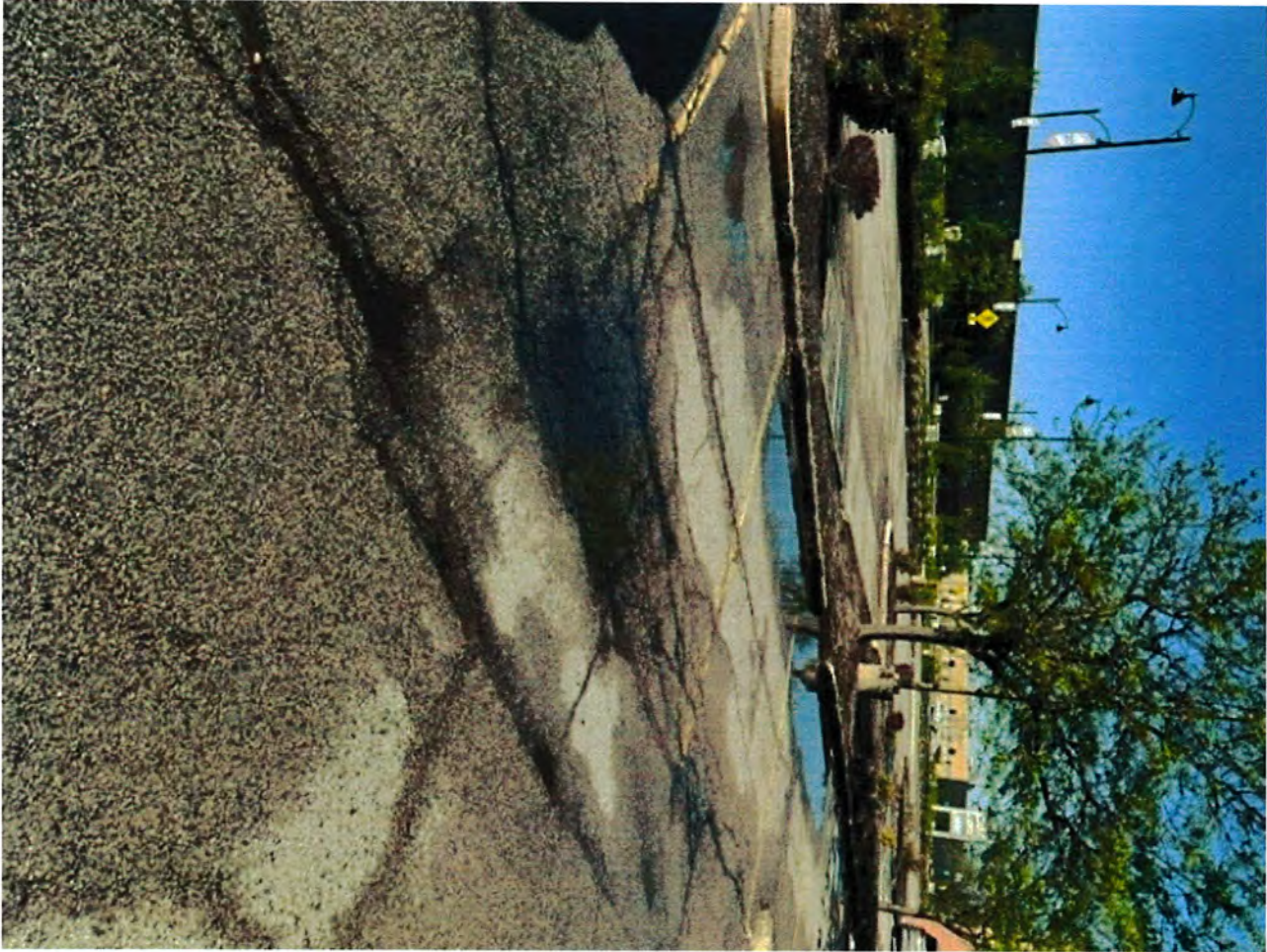














Contract Painting Services Inc.

Painting • Wallcovering • Tenant Finish • Drywall • Zolatone® • Impact Protection Systems

PROPOSAL

APRIL 15 2026

ESTIMATOR: MIKE LANGE

301 MARKET PLACE
ATTN: CHRIS COZADJOB NAME: EXTERIOR PAINTING
JOB SITE: 301 MARKET PLACE
FAIRVIEW HEIGHTS IL 62208
PHONE: 314-497-9582
E-MAIL: CCOZAD@COZADGROUP.COM**EXTERIOR PAINTING ALL ELEVATIONS**

- SUPPLY LIFT
- IPOWERWASH ALL SIDES
- IREPAIR AS NEEDED
- IAPPLY FINISH COAT A-100 MATCHING EXSTING (4) COLORS
- IPREP & PAINT 8) MAN DOORS

LABOR & MATERIALS**\$ 41,314.00****PAYMENT:** DUE ON COMPLETION IN FULL, UNLESS STATED OTHERWISE.**ACCEPTANCE OF PROPOSAL:** By signing below, I accept the above proposal and authorize Contract Painting Services Inc. to do the work as specified. Payment shall be made as described.**Signature:** _____**Date:** _____

All work shall be completed in a workmanlike manner, in accordance with standard industry practices. Any deviation or alteration from the above specifications will be completed only upon execution of an approved written change order, and may require extra charges and time to complete.

FAILURE OF THIS CONTRACT TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT, YOU MAY ASK THIS CONTRACTOR FOR 'LIEN WAIVERS' FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THE CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

In the event Contract Painting Services Inc. retains an attorney to enforce this Contract, including but not limited to, the filing of lawsuit, action or other proceeding arising out of or relating to this Contract, customer agrees to pay all reasonable costs and expenses, including attorney's fees, incurred by Contract Painting Services Inc. in collecting and enforcing payment by customer.



PROPOSAL

RETURN TO AGENDA

301 E. Marceau, St. Louis, MO 63111

314-638-2500

Fax 314-638-2202

March 27, 2026

ATTN: Chris Cozad
Cozad Group

Re: 301 Market Place
Fairview Heights

SCOPE OF WORK:

CONCRETE PERMA CURB

Saw cut as necessary, remove and replace deteriorated concrete Perma curb measuring approximately 237 linear feet in 9 areas. The existing curb will be excavated, and all debris will be hauled from the site. Six inches of 4000 psi concrete curb will be formed and poured over with a light broom finish.

COST: \$ 14,613.00

NOTE: This price does not include any permits, or cost.

NOTE: Diversified Contractors shall make a reasonable attempt to install the work to avoid puddles or ponding of running water where insufficient slope (normally 3/16" per foot) of paving exists, or the service tolerance less than 3/8" in eight feet horizontal distance.

If after excavation the sub-base is not suitable for installation, additional sub-base will be excavated and replaced with suitable base material. The additional cost incurred will be agreed upon and added to the final billing.

All work to be performed on weekdays during regular business hours. Asphalt and Concrete material prices are good through April 30, 2026. We propose hereby to furnish material and labor complete in accordance with the above specifications, for the above job quote amount. All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Prices are subject to change due to volatility of petroleum pricing; a fuel surcharge may be added.

Any alterations or deviation from above specifications involving extra costs will be executed on upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

**Re: 301 Market Place
Fairview Heights**

PAGE TWO

“Diversified Contractors is not an ADA certified specialist. ADA requirements must be provided from an ADA specialist, engineer, or attorney.”

We will not be held responsible for cost incurred by damage caused or repairs due to damage to any private utility lines, irrigation lines and landscaping. Our workers are fully covered by Worker's Compensation insurance.

If vehicle(s) are left on the parking lot during a scheduled event, Diversified Contractors will work around them and cannot be responsible for towing, or any damage to the vehicle(s) while performing the work. To return and complete the scope will result in additional charges per trip.

Warranty: Provided that all payments are paid as set forth, the labor and materials used on this job shall be warranted by Diversified Contractors, Inc. for a period of one year from the completion of the work. Exclusion to Warranty: Future defects affecting paving including but not limited to: sub-grade settlement, sub-grade failure, sub-grade shrinkage, hydrostatic pressure, inadequate design, overloading, misuse or abuse of the paving, reflective cracking.

Any work performed at the insistence of the Owner over the objection of Diversified Contractors shall be performed without warranty for any purpose, voiding any other such warranty.

Sincerely,

Brian Michler

Brian Michler

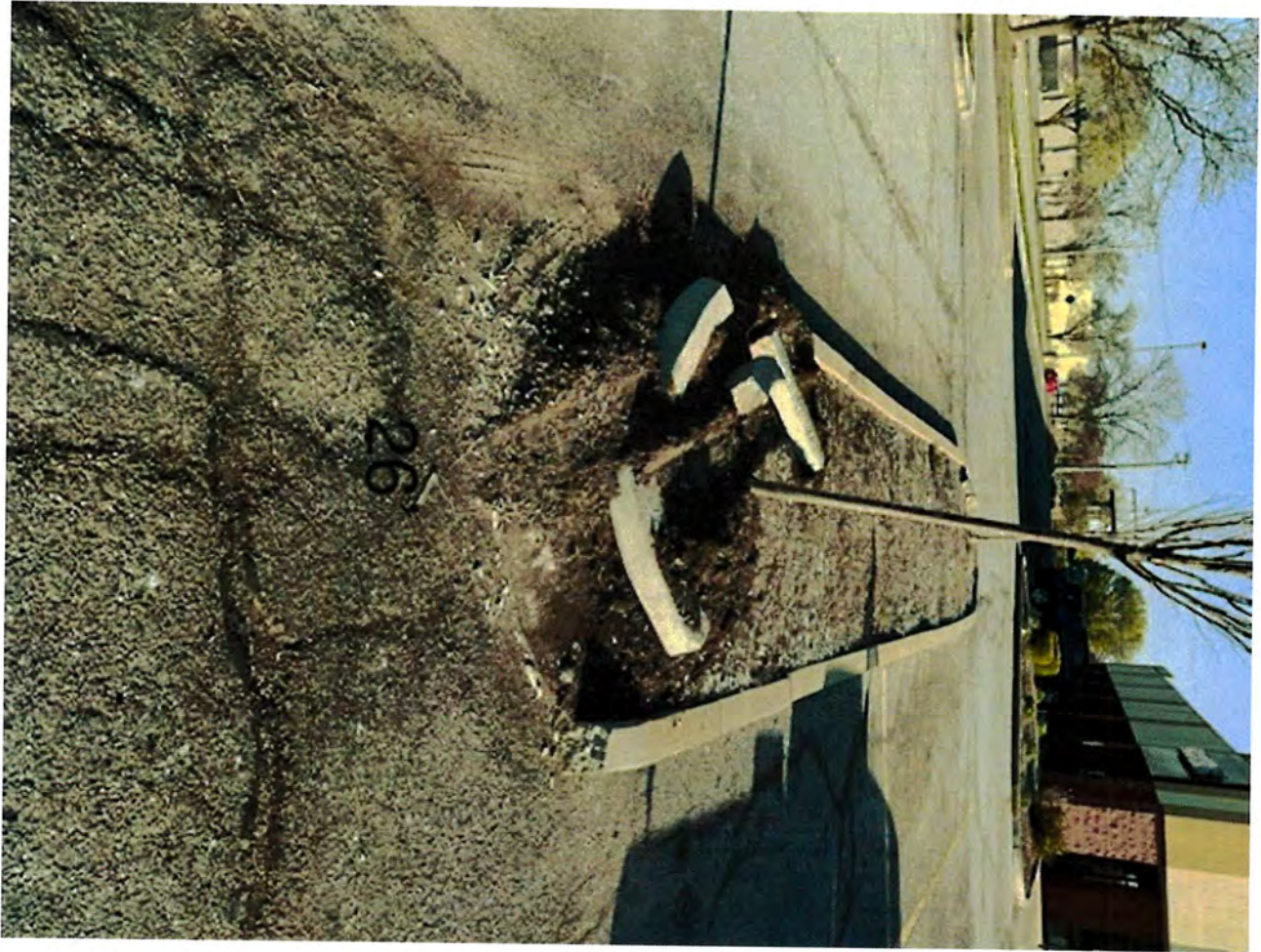
bmichler@diversifiedcontractorsinc.com
[314-574-6053](tel:314-574-6053)

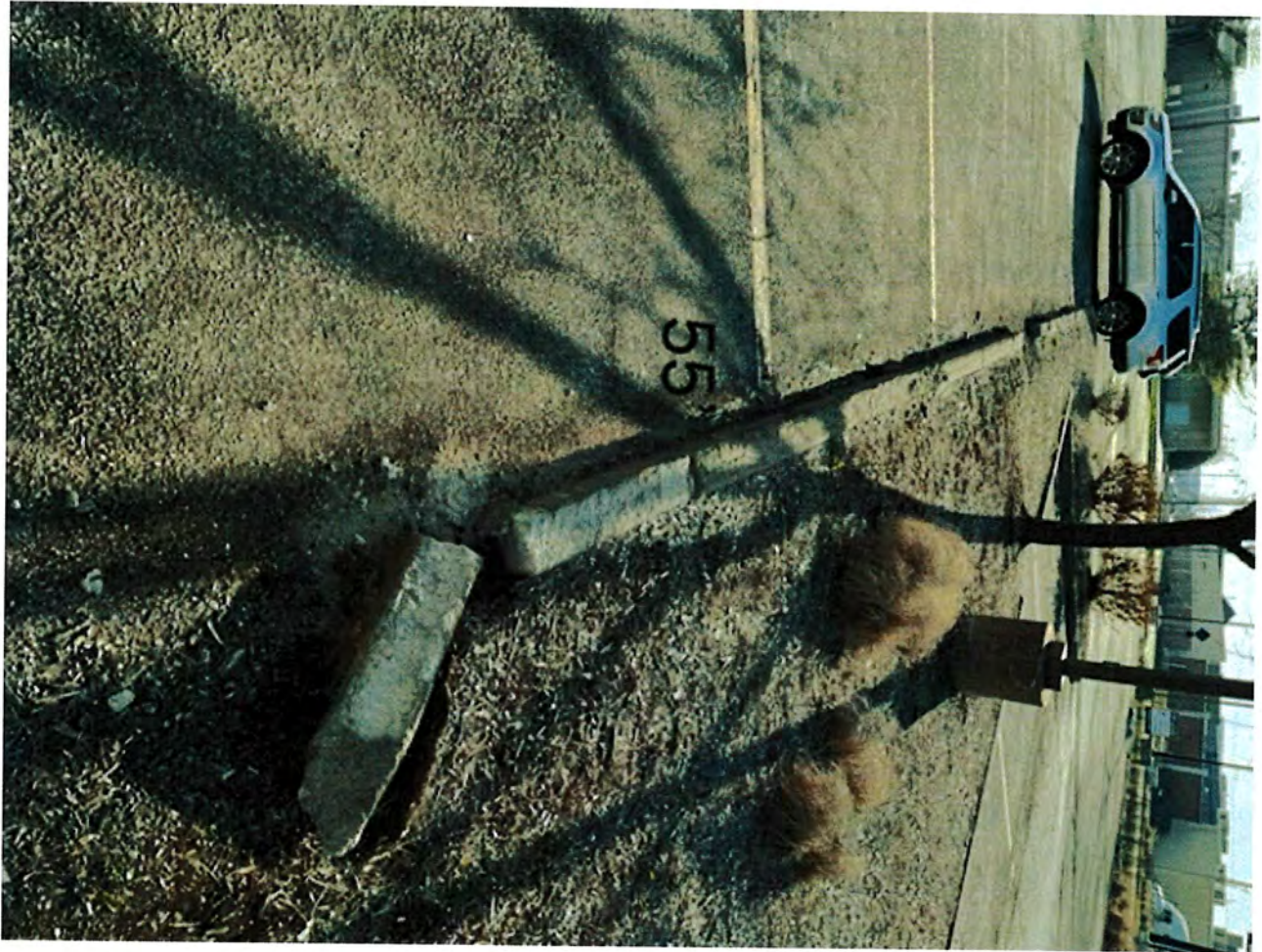
DATE OF ACCEPTANCE: On this _____ day of _____, 2026.

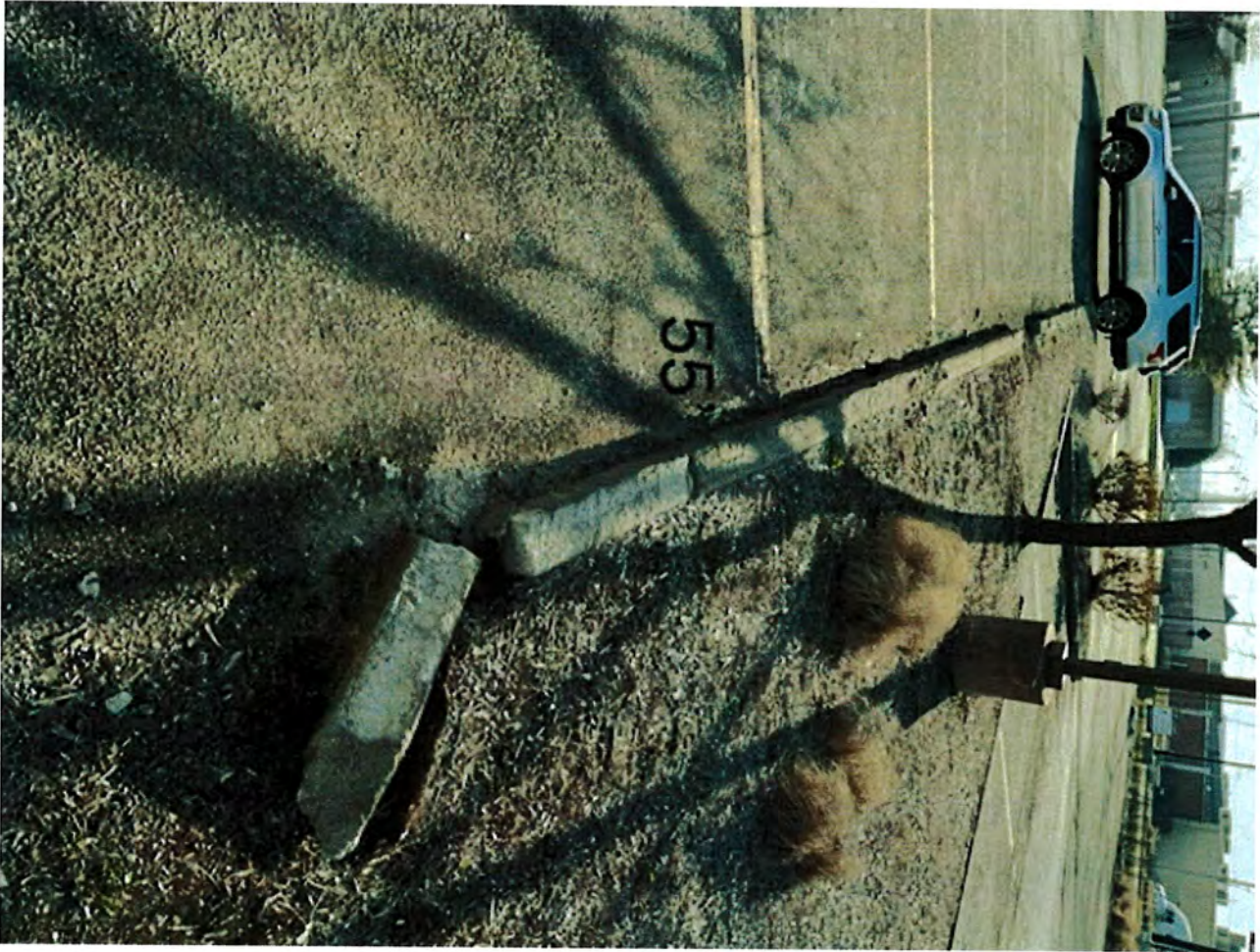
BY: _____
Signature

NOTICE TO OWNER: FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT, YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.























Cozad Property Management
 16 Sunnen Dr.
 Suite 164
 St Louis, MO 63143

May 06, 2026
 Contract No. - 50381

Enhancement Proposal
 For:
Market Place Commons
301 Market Place
Fairview Heights, IL 62208

ENHANCEMENT SUMMARY

O'Hara proposes to do the following work:

- Remove and stump grind the 4 dead trees in the islands in front of Hooters and K & D Countertops
- Dead tree behind the building near the power line - cut, remove, dispose, fill in with soil, seed, and straw
- Replace the 4 trees in the island with European Hornbeam
- Water bag for each new tree

SERVICES

PRICE

Tree Removal

\$4,514.00

Stump Grinder 38 HP (Daily)

ENDO FREE FESCUE-ST. CLAIR

Wheat Straw Bale

Carpinus Betulus European Hornbeam 2 in. Caliper Ball and Burlap

Tree Water Bag Donut Brown 15 gal.

Labor

Garden Mix Topsoil

Total Amount for All Services

\$4,514.00

May 06, 2026

Contract No. - 50381



Either party may terminate this contract for any reason whatsoever on not less than 30 days prior to written notice to the other party. Customer's obligation to make payments for service rendered through the date of termination shall survive the termination of this Agreement. Upon termination of this Agreement by Customer, Customer shall promptly pay to O'Hara all unpaid invoices in full and any prorated services. O'Hara may terminate this Contract without written notice in the event any invoice remains unpaid after 30 days from date of said invoice.

The total costs for the services described herein for the property will be paid based on the attached payment schedule. The monthly payment amounts do not include any optional services or bill upon completion services. Terms of payment are net 15 days unless otherwise agreed to in writing. A 1.5% per month finance charge shall be applicable for all amounts due and not paid within 15 days from the date of said invoice. If any amount due is referred for collection, Customer shall also be responsible for all costs of collection including attorney's fees.

Variances:

Customer agrees that O'Hara shall not be responsible for damage to sub-surface or surface level objects such as, but not limited to, drains, curbs, pavement surfaces, displaced gravel, concrete, etc. as well as damage to plants, bushes, trees, structures, etc. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra service or materials will become an extra cost at the current rates over and above the monthly charge. All agreements are contingent upon strikes, accidents, inclement weather, or delays beyond our control. This bid proposal is good for 60 days and is guaranteed only if client and contractor come to mutually agreed upon contract terms.

Guarantee:

All workmanship on new construction is guaranteed for one (1) year after the installation date. All plantings are guaranteed 100% for a one time only replacement for the 1st 6 months after the completion date and 50% up to a year after the completion date. There is no guarantee on survivability of annuals, perennials, sod or germination of seed. This guarantee shall not be valid against Acts of God (i.e. extreme winter freeze, lightning strikes, excessive and prolonged periods of rainfall). Lack of maintenance other than by O'Hara Landscape / Lawn Care Inc and vandalism or vehicle damage.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You (contractor) are authorized to do the work as specified. Payment will be made as outlined above.

The pricing and outline of this proposal is good for 30 days after the proposed date.

_____ <i>Client</i>	O'Hara Landscape / Lawn Care, Inc. _____ <i>Contractor</i>
By: _____	By: _____
Name: _____	Name: <u>Zach Gorski</u>
Title: _____	Title: <u>Account Manager - Commercial</u>
Date: _____	Date: <u>5/6/2026</u>



16 Sunnen Dr., Suite 164
St. Louis, MO 63143

314-781-3000 office
314-781-3100 fax

cozadgroup.com

Wade Cheek
Criterion Market Place Commons, LLC
112th Street North
Owasso, OK 74055

April 16, 2026

RE: 301 Market Place Commons, Fairview Heights, IL 62208
Proposal for Exterior Lighting Enhancement & Wheel Stop Additions

Wade:

Cozad Commercial Real Estate's Maintenance Division is pleased to present the following estimates for your consideration to be performed at Market Place Commons shopping center. Please see below.

- **Work Scope & Cost:**
 - Replace the nine (9) exterior parking lot pole lights with LED fixtures; these will uniformly illuminate the center
 - o Job Total = \$8,192.09
 - Labor = \$3,000
 - Materials = \$4,192.09
 - Boom Truck Rental = \$1,000
 - Replace fourteen (14) damaged Parking Space Wheel Stops with new anchors
 - o Job Total = NTE \$3,500

Cozad recommends proceeding with this work to improve safety/security and the building aesthetic.

Should you have any questions concerning this estimate, please contact me at (314) 781-1890.

Sincerely,

Louie Tocco
Director of Property Management
ltocco@cozadgroup.com