



City of Fairview Heights

CITY COUNCIL MEETING AGENDA
10025 BUNKUM ROAD
FAIRVIEW HEIGHTS, IL 62208
SEPTEMBER 16, 2025
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. Call to Order

F. Consent Agenda:

City Council Minutes – August 02, 2025

Finance Director's Report

Presentation of Bills - \$ 2,829,459.87

B. Pledge of Allegiance

C. Invocation

G. Committee Reports

D. Roll Call

H. Communications from Mayor

E. Public Participation

I. Communication from Elected Officials

J. UNFINISHED BUSINESS

Proposed Ordinance No. 15-'25 an Ordinance approving the tax increment Redevelopment Plan and Project for the Fairview Heights Lincoln Highway and 159 TIF. (Community Committee)

Proposed Ordinance No. 16-'25 an Ordinance designating the Fairview Heights Lincoln HWY and 159 TIF. (Community Committee)

Proposed Ordinance No. 17-'25 an Ordinance adopting tax increment financing for the Fairview Heights Lincoln HWY and 159 Redevelopment Project Area. (Community Committee)

Proposed Ordinance No. 18-'25 an Ordinance establishing and designating the Lincoln HWY and 159 Business District and approving the Lincoln HWY and 159 Business District Plan withing the City of Fairview Heights, Illinois. (Community Committee)

Proposed Ordinance No. 19-'25 an Ordinance establishing and imposing certain Business District Taxes in the City of Fairview Heights Lincoln Highway and 159 Business District. (Community Committee)

Proposed Ordinance No. 20-'25 an Ordinance amending Ordinance No. 1990-2025, passed on April 15, 2025 and approved on April 16, 2025; an Ordinance establishing a Budget for the City of Fairview Heights for the fiscal year 2025-2026. (Community Committee)

K. NEW BUSINESS

Proposed Ordinance No. 21-'25 an Ordinance authorizing a Redevelopment Agreement between the City of Fairview Heights, Illinois and HC Fairview, LLC for a Redevelopment Project at 1-26 Plaza Drive in the City of Fairview Heights. (Administration Committee)

Proposed Ordinance No. 22-'25 an Ordinance amending Ordinance No. 1990-2025, passed on April 15, 2025; an Ordinance establishing a Budget for the City of Fairview Heights for the Fiscal Year 2025-2026. (Administration Committee)

Proposed Resolution No. 60-'25 a Resolution authorizing the Mayor to enter into a Lease Agreement with Bluebird Network for the lease of Data Center Colocation Rackspace and Service. (Administration Committee)

Proposed Resolution No. 61-'25 a Resolution authorizing the Mayor to enter into a contract on behalf of the City of Fairview Heights with KRB Excavating, Inc. to remove and replace deteriorated concrete joints, Longacre Drive, between Illinois Route 159 and Union Hill Road. (Operation Committee)

Proposed Resolution No. 62-'25 a Resolution authorizing the Mayor to enter into a contract on behalf of the City of Fairview Heights with Gleeson Asphalt, Inc. to remove and replace the existing parking lot at the City's Police Department Facility. (Operation Committee)

L. MOTION

M. ADJOURNMENT

**CITY OF FAIRVIEW HEIGHTS
CITY COUNCIL MINUTES
September 02, 2025**

The regular meeting of the Fairview Heights City Council was called to order at 7:00 p.m. by Mayor Mark T. Kupsky 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 City Clerk Karen Kaufhold.

ROLL CALL

Roll call of Aldermen present: James Winkeler, Barbara Brumfield, Brenda Wagner, Pat Peck, Anthony LeFlore, Bill Poletti, Frank Menn, Josh Frawley and Derrick King. City Clerk Karen Kaufhold and Attorney Andrew Hoerner were present.

PUBLIC PARTICIPATION

None

CONSENT AGENDA

Alderman Brenda Wagner moved to approve the August 20th, 2025 City Council Meeting Minutes. Seconded by Alderman Josh Frawley.

Alderman Pat Peck made a motion to amend the City Council Meeting Minutes, under Consent Agenda to show the date of August 5th, 2025 City Council Meeting Minutes as opposed to the date of August 20th, 2025 City Council Meeting Minutes. Seconded by Alderman Barbara Brumfield.

Roll call on the motion to amend the City Council Meeting Minutes to show the date of August 5th, 2025 City Council Meeting Minutes as opposed to the date of August 20th, 2025 City Council Meeting Minutes showed Aldermen Winkeler, Brumfield, Wagner, Peck, LeFlore, Poletti, Menn, Frawley, and King voting "Yea". Motion passes with 9 yeas.

Roll call on the August 20th, 2025 City Council Meeting Minutes showed Aldermen Winkeler, Brumfield, Wagner, Peck, LeFlore, Poletti, Menn, Frawley, and King voting "Yea". Motion passes with 9 yeas.

COMMITTEE REPORTS

The Mayor announced that the next Administration and Operations Meeting will be on September 10, 2025 at 7:00 P.M.

COMMUNICATIONS FROM THE MAYOR

Mayor Mark started the meeting by thanking the City Staff who provided support, and to all those who volunteered in the Salute to the Arts Festival for their dedication and hard work. The success of the festival wouldn't be possible without their contribution. Mayor Kupsky announced that Saturday, September 13th, 2025 will be the Annual Fishing Rodeo, which unfortunately he will not be able to attend. The Mayor stated that The Royal Palm, a Mediterranean Restaurant had a silent opening with great reviews. In related business developments, The Club Carwash is well under construction, Plaza Tire is planning to open by the end of the month and Dutch Bros Coffee is still heavily under construction.

COMMUNICATIONS FROM ELECTED OFFICIALS

Alderman Brenda Wagner announced that First Baptist Church is celebrating their 175th Anniversary on Sunday, September 7th, 2025 at 10:15 A.M., all are welcomed to attend.

Alderman Wagner informed us that Economic and Development Committee are working with businesses for the Winter Festival, scheduled for Saturday, November 08, 2025. Anyone who is interested or, knows of a someone who is interested in sponsoring or participating, please reach out to Alderman Wagner.

Alderman Pat Peck announced the next Trekking for Trash is going to be on Saturday, September 13, 2025.

UNFINISHED BUSINESS

None

NEW BUSINESS

Proposed Ordinance No. 15-'25 an Ordinance approving the Tax Increment Redevelopment Plan and Project for the Fairview Heights Lincoln Highway and 159 TIF. Motion by Alderman Poletti. Seconded by Alderman Winkeler. Proposed Ordinance No. 15-'25 was read for the first time.

Proposed Ordinance No. 16-'25 an Ordinance Designating the Fairview Heights Lincoln HWY and 159 TIF. Motion by Alderman Brumfield. Seconded by Alderman Poletti. Proposed Ordinance No. 16-'25 was read for the first time.

Proposed Ordinance No. 17-'25 an Ordinance Adopting Tax Increment Financing for the Fairview Heights Lincoln HWY and 159 Redevelopment Project Area. Motion by Alderman Peck. Seconded by Alderman Wagner. Proposed Ordinance No. 17-'25 was read for the first time.

Proposed Ordinance No. 18-'25 an Ordinance Establishing and Designating the Lincoln HWY and 159 Business District and approving the Lincoln HWY and 159 Business District Plan within the City of Fairview Height, Illinois. Motion by Alderman LeFlore. Seconded by Alderman Poletti. Proposed Ordinance No. 18-'25 was read for the first time.

Proposed Ordinance No. 19-'25 an Ordinance Establishing and Imposing certain Business District Taxes in the City of Fairview Heights Lincoln Highway and 159 Business District. Motion by Alderman Wagner. Seconded by Alderman Brumfield. Proposed Ordinance No. 19-'25 was read for the first time.

Proposed Ordinance No. 20-'25 an Ordinance Amending Ordinance No. 1990-2025, passed on April 15, 2025 and approved on April 16, 2025; an Ordinance establishing a Budget for the City of Fairview Heights for the fiscal year 2025-2026. Motion by Alderman Peck. Seconded by Alderman Winkeler. Proposed Ordinance No. 20-'25 was read for the first time.

Proposed Resolution No. 58-'25 a Resolution approving a Minor Subdivision Plat for Lot 29 of the Fairview Hills Subdivision, St. Clair County PIN 03-19-0-207-015, In the R-3 A Single-Family Residential District. Motion made by Alderman Wagner. Seconded by Alderman Poletti.

Roll call on Proposed Resolution No. 58-'25 showed Aldermen Winkeler, Brumfield, Wagner, Peck, LeFlore, Poletti, Menn, Frawley, and King voting "Yea". Motion passes with 9 yeas.

Proposed Resolution No. 58-'25 passed on with 9 yeas.

Proposed Resolution No. 58-'25 now becomes **RESOLUTION NO. 4661-2025**

Proposed Resolution No. 59-'25 a Resolution authorizing the Mayor on behalf of the City to enter into an Engineering Services Agreement with TWM, Inc to provide Professional Engineering Services for St. Ellen Multiuse Trail Phase 4. Motion made by Alderman Brumfield. Seconded by Alderman Wagner. Roll call on Proposed Resolution No. 59-'25 showed Aldermen Winkeler, Brumfield, Wagner, Peck, LeFlore, Poletti, Menn, Frawley, and King voting "Yea". Motion passes with 9 yeas.

Proposed Resolution No. 59-'25 passed on with 9 yeas.

Proposed Resolution No. 59-'25 now becomes **RESOLUTION NO. 4662-2025**

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

Meeting adjourned at 7:14 P.M.

Respectfully submitted,

KAREN KAUFHOLD
CITY CLERK

Memo

To: Mayor & City Council
From: Gina Rader - Director of Finance
CC: City Clerk & Directors
Date: September 12, 2025
Re: Finance Report – September 16, 2025 City Council Meeting

Bill List

The Bill List for August 2025 will be presented to the Finance Committee prior City Council Meeting. The bills will be \$2,829,459.87.

Sales Tax Report

The September 2025 Sales Tax Report is attached. The City has experienced another increase this month, rising by 10.1% (\$69,416.07), which puts us ahead by \$196,618.16 compared to the same period last year.

FY 24-25 Audit

Auditors from Scheffel-Boyle are still onsite working on the previous fiscal year's audit. The audit will be presented at the November 2025 Administration Meeting.

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

DISTRIBUTION MONTH	MAY 2018 - APRIL 2019	MAY 2019 - APRIL 2020	MAY 2020 - APRIL 2021	MAY 2021 - APRIL 2022	MAY 2022 - APRIL 2023	MAY 2023 - APRIL 2024	MAY 2024 - APRIL 2025	MAY 2025 - APRIL 2026	% CHANGE	CHANGE IN DOLLARS
MAY	\$ 553,114.13	\$ 490,116.91	\$ 518,363.86	\$ 485,349.04	\$ 566,819.87	\$ 611,908.51	\$ 629,180.65	\$ 622,533.94	-1.1%	\$ (6,646.71)
JUN	676,704.83	654,604.36	473,959.16	779,052.70	762,542.61	743,018.96	741,809.41	783,008.20	5.6%	\$ 41,198.79
JUL	555,320.85	572,195.98	292,786.39	671,227.76	729,663.46	646,895.58	645,682.49	701,715.12	8.7%	\$ 56,032.63
AUG	607,357.54	585,032.16	352,983.85	705,072.08	696,071.59	671,800.32	672,068.48	708,685.86	5.5%	\$ 36,617.38
SEP	623,578.60	610,349.55	573,698.65	769,875.25	723,295.00	714,236.85	686,146.56	755,562.63	10.1%	\$ 69,416.07
OCT	540,557.44	562,791.28	553,942.65	644,304.43	655,076.98	633,142.68	662,673.06			
NOV	570,594.16	561,747.98	539,090.76	669,316.96	657,316.09	666,756.88	681,623.37			
DEC	577,677.65	585,185.60	588,959.31	639,166.02	711,995.75	687,640.20	661,750.89			
JAN	560,273.13	581,553.25	552,631.29	666,763.34	688,819.03	667,526.21	761,850.84			
FEB	668,036.72	644,092.22	555,336.35	707,919.44	717,165.05	722,678.85	779,355.75			
MAR	870,591.30	865,433.15	800,244.14	1,021,806.92	938,892.59	965,462.25	954,362.92			
APR	457,194.13	482,774.60	499,297.62	567,463.90	591,594.14	597,229.68	581,935.70			
YTD TOTAL	\$ 7,261,000.48	\$ 7,195,877.04	\$ 6,301,294.03	\$ 8,327,317.84	\$ 8,439,252.16	\$ 8,328,296.97	\$ 8,458,440.12	\$ 2,815,943.12	-66.7%	\$ 196,618.16
YTD CHANGE	-1.8%	-0.9%	-13.6%	33.7%	1.1%	-1.5%	1.9%			
MONTHLY AVG	\$ 605,083.37	\$ 599,656.42	\$ 525,107.84	\$ 693,943.15	\$ 703,271.01	\$ 694,024.75	\$ 704,870.01			

PROPOSED ORDINANCE NO. 15-'25

ORDINANCE APPROVING THE TAX INCREMENT REDEVELOPMENT PLAN AND PROJECT FOR THE FAIRVIEW HEIGHTS LINCOLN HIGHWAY AND 159 TIF

WHEREAS, the City of Fairview Heights, Illinois desires to implement tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et. seq., as amended (hereinafter referred to as the "TIF Act") for the proposed Redevelopment Plan and Project (the "Plan") within the municipal boundaries of the City of Fairview Heights and within the Fairview Heights Lincoln Highway and 159 TIF (the "Project Area") as described in Exhibit A attached to this Ordinance, which constitutes in the aggregate more than 1-1/2 acres; and

WHEREAS, the Plan was made available for public inspection at the City Clerk's office on June 6th 2025 and

WHEREAS, the City Council did on June 17, 2025 pass Resolution 4646-2025, setting August 5, 2025 as the date for the public hearing on the Plan, with the time and place of such hearing identified in said Resolution; and

WHEREAS, due notice with respect to the availability of the Plan, which contains an eligibility report, was given by mail on June 18, 2025 pursuant to Section 11-74.4-5 of the TIF Act, said notice being given to all interested parties that have registered with the City concerning the Project Area; and

WHEREAS, due notice with respect to the availability of the Plan, which contains an eligibility report, was given by mail on June 19, 2025 pursuant to Section 11-74.4-5 of the TIF Act, said notice being given to all residential addresses that, after a good faith effort, the City determined are located within 750 feet of the boundaries of the Project Area; and

WHEREAS, pursuant to Section 11-74.4-5 of the TIF Act, the City Council caused a public hearing to be held relative to the Plan and the designation of the Project Area on August 5, 2025 at Fairview Heights City Hall; and

WHEREAS, due notice with respect to such hearing was given pursuant to Section 11-74.4-5 and 6 of the TIF Act, said notice being given to taxing districts and to the State of Illinois by certified mail on June 18, 2025; by publication on July 7, 2025 and June 14, 2025; and by certified mail to property owners within the Project Area on July 14, 2025; and

WHEREAS, the Plan sets forth the factors constituting the need for abatement of conditions within the Project Area that have led to blight or may lead to blight, and the City Council has reviewed testimony concerning such need presented at the public hearing and has reviewed the eligibility report and is generally informed of the conditions in the Project Area as the term "conservation area" is defined in the TIF Act; and

WHEREAS, the City Council has reviewed the conditions pertaining to lack of private investment in the Project Area to determine whether private development would take place in the Project Area, as a whole, without the adoption of the Plan for the Project Area; and

WHEREAS, the City Council has reviewed the conditions pertaining to real property in the Project Area to determine whether contiguous parcels of real property in the Project Area would be substantially benefited by the proposed redevelopment project improvements; and

WHEREAS, the City Council has reviewed the proposed Fairview Heights Lincoln Hwy and 159 TIF Tax Increment Redevelopment Plan and Project and the Comprehensive Plan for the development of the municipality as a whole to determine whether the Plan conforms to the Comprehensive Plan of the City.

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

1. The City Council of the of Fairview Heights makes the following findings:
 - a. The area constituting the Fairview Heights Lincoln Hwy and 159 TIF in the City of Fairview Heights, Illinois is described in Exhibit A, attached hereto and made part of this Ordinance.
 - b. There exist conditions that enables the Project Area to be designated as a “redevelopment project area” and be classified as a combination “blighted area” and “conservation area” as defined in Section 11-74.4-3 of the TIF Act.
 - c. The Fairview Heights Lincoln Hwy and 159 TIF, on the whole, has not been subject to growth and development through investment by private enterprise and would not be reasonably anticipated to be developed without the adoption of the Redevelopment Plan.
 - d. The Redevelopment Plan and Redevelopment Project for the Fairview Heights Lincoln Hwy and 159 TIF conforms to the Comprehensive Plan for the development of the City as a whole.
 - e. The parcels of real property in the proposed Redevelopment Project Area are contiguous and only those contiguous parcels of real property, which will be substantially benefited by the proposed redevelopment project, are included in the Fairview Heights Lincoln Hwy and 159 TIF.
 - f. The estimated date for the completion of the Redevelopment Project or retirement of obligations issued shall not be later than December 31 of the year in which the payment to the City Treasurer as provided in subsection (b) of Section 11-74.4-8 of the TIF Act is to be made with respect to ad valorem taxes levied in the twenty-third calendar year after the year in which the ordinance approving the Fairview Heights Lincoln Hwy and 159 TIF is adopted.
2. The Tax Increment Redevelopment Plan and Project for the Fairview Heights Lincoln Hwy and 159 TIF, which was the subject matter of the hearing held on August 5, 2025, is hereby adopted and approved. A copy of the aforementioned Redevelopment Plan and Project, marked as Exhibit B, is attached to and made a part of this Ordinance.

3. All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.
4. This Ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

READ FIRST TIME: 09/02/2025

READ SECOND TIME:

PASSED:

APPROVED:

APPROVED:

Mark Kupsky, City Mayor

ATTEST:

Karen Kaufhold, City Clerk

Exhibit A

BOUNDARY DESCRIPTION Fairview Heights Lincoln Hwy and 159 TIF City of Fairview Heights, Illinois

Fairview Heights TIF Boundary
Legal Description
July 9, 2025

A tract of land being part of Sections 27 and 28, Township 2 North, Range 8 West of the Third Principal Meridian, County of St. Clair, State of Illinois, and being more particularly described as follows: Beginning at the northwesterly corner of Lot 112 of the First Addition to Capitol Oaks, reference being had to the plat thereof recorded in the St. Clair County Recorder's Office in Plat Book 52 on page 53, said point also being on the southerly right of way line of Federal Aid Interstate Route 64; thence southerly on the westerly line of said First Addition To Capitol Oaks, 740.00 feet to the northwesterly corner of Capital Oaks, reference being had to the plat thereof recorded in the St. Clair County Recorder's Office in Plat Book 43 on page 53; thence southerly on the westerly line of said Capitol Oaks, to the westerly extension of the southerly line of Lot 87 of said Capitol Oaks; thence easterly, on said westerly extension, 51 feet, more or less, to the easterly right of way line of Mount Vernon Drive (a.k.a. Washington Street); thence southerly on said easterly right of way line to the northerly right of way line of U.S. Route 50 (a.k.a. State Bond Issue Route, Lincoln Trail); thence easterly on a said northerly right of way line to the northerly extension of the easterly right of way line of Aubuchon Drive; thence southerly on said northerly extension and also on the easterly right of way line of Aubuchon Drive to the northwest corner Lot 84 of the First Addition to Patricia Gardens, reference being had to the plat thereof recorded in the St. Clair County Recorder's Office in Plat Book 58 on page 15; thence westerly on the northerly line of said First Addition to Patricia Gardens to the northeast corner of Patricia Gardens, reference being had to the plat thereof recorded in the St. Clair County Recorder's Office in Plat Book 55 on page 72; thence westerly on the northerly line of said Patricia Gardens to the northwest corner of said Patricia Gardens; thence southerly on the westerly line of said Patricia Gardens to the northeast corner of the First Addition to Countryside Lane, reference being had to the plat thereof recorded in the St. Clair County Recorder's Office in Plat Book 63 on page 31; thence westerly on the northerly line of said Countryside Lane First Addition to the westerly right of way line of Countryside Lane; thence southerly on said westerly right of way line, to the southeast corner of a tract of land described in the St. Clair County Recorder's Office in Document Number A02284397; thence westerly, on the southerly line of said tract of land described in A02284397, to the southwest corner of said tract of land described in A02284397; thence southerly, on the northerly extension of the easterly line of Upland Terrace, reference being had to the plat thereof recorded in the St. Clair County Recorder's Office in Plat Book 48 on page 53 to said easterly line of Upland Terrace; thence westerly, on the northerly line of said Upland Terrace, to the easterly right of way line of Judy Lane; thence northerly on said easterly right of way line to the easterly extension of the southerly line of Parcel Number 03-27.0-302-015 or a tract of land described in the St. Clair County Recorder's Office in Document Number A02816312; thence westerly on said southerly line to the easterly line of Orlando Place, reference being had to the plat thereof recorded in the St. Clair County Recorder's Office in Plat Book 50 on page 8; thence northerly on said easterly line of Orlando place to the northeast corner of Lot 18 of said Orlando Place; thence westerly on the northerly line of Lot 18 and the westerly extension thereof, to the northwest corner of Lot 3 of said Orlando Place; thence southerly on the westerly line of said Orlando Place and a westerly line of the First Addition to Orlando Place, reference being had to the plat thereof recorded in the St. Clair County Recorder's Office in Plat Book 51 on page 38, to the northerly right of way line of Cypress Drive (a.k.a. Plum Street); thence westerly on said northerly right of way line and the northerly line of Lot 29 of said First Addition to Orlando Place to the northwesterly corner of said Lot 29; thence southerly on a westerly line of said Orlando Place First Addition and a westerly line of the Third Addition to Orlando Place, reference being had to the plat thereof recorded in the St. Clair County Recorder's Office in Plat Book 56 on page 53 to the northeast corner of Lot 23 of Walker Place, reference being had to the plat thereof recorded in the St. Clair County Recorder's Office in

Plat Book 44 on page 3; thence westerly on the northerly line of said Lot 23 to the northwest corner of Parcel Number 03-27.0-300-064 or the northwest corner of a tract of land described in Document Number A01773714; thence southerly on the westerly line of said Parcel Number 03-27.0-300-064 or the westerly line of Document Number A01773714 and the southerly extension thereof to the southerly right of way line of Ashland Avenue; thence westerly on said southerly right of way line and the westerly extension thereof to the westerly right of way line of Illinois Route 159 (N. Illinois Street); thence northerly, on said westerly right of way line of Illinois Route 159, to the southerly right of way line of Malinda Drive; thence westerly on said Southerly right of way line of Malinda Drive to its intersection with the southerly extension of the westerly right of way line of Lanaghan Drive; thence northerly said westerly right of way line of Lanaghan Drive and the northerly and southerly extensions thereof to the northerly right of way line of U.S. Route 50 (a.k.a. Lincoln Trail); thence easterly on said northerly right of way line of U.S. Route 50 (a.k.a. Lincoln Trail) and the northerly right of way line of U.S. Route 50 (AKA Lincoln Highway) to a westerly line of Lot 1 of St. Clair Square Subdivision, reference being had to the plat thereof recorded in the St. Clair County Recorder's Office in Document Number A02705486; thence northerly and northwesterly on the westerly and southwestly lines of said Lot 1 to a southeasterly corner of Lot 3 of said St. Clair Square Subdivision; thence northwesterly and westerly on the northeasterly and northerly line of said Lot 3 and the westerly extension thereof to a northwesterly corner of a tract of land described in the St. Clair County Recorder's Office in Deed Book 2333 on page 465, also being a southerly line of said Lot 1 to a northwesterly line of said tract described in Deed Book 2333; thence on the northwesterly line and a westerly line of said tract of land described in Deed Book 2333, also being a southeasterly and an easterly line of said Lot 1 respectively; thence westerly on a southerly line of said Lot 1 to the easterly right of way line of Illinois Route 159 (a.k.a. N. Illinois Street); thence northerly on said easterly right of way line of said Illinois Route 159; thence Northerly on said easterly right of way line to the westerly extension of the northerly line of said Lot 3 ; thence westerly on said westerly extension of Lot 3 to the westerly right of way line of said Illinois Route 159; thence northerly on said westerly right of way line of Illinois Route 159 and the northerly extension thereof to a point lying North 90 degrees 00 minutes 00 seconds West of the northwest corner of Lot 6 of said St. Clair Square Subdivision; thence South 90 degrees 00 minutes 00 seconds East to said northwesterly corner of Lot 6, also being on the southerly right of way line of Federal Aid Interstate Route 64; thence northeasterly and easterly on said southerly right of way line of said Federal Aid Interstate Route 64 to the Point of Beginning.

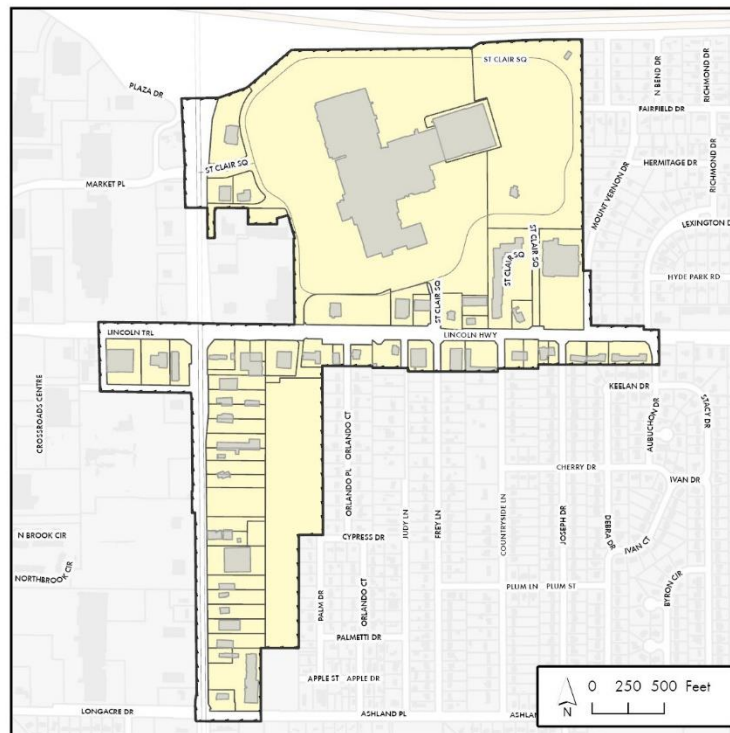
Exhibit B

**TAX INCREMENT FINANCING
REDEVELOPMENT PLAN & PROJECT
Fairview Heights Lincoln Hwy and 159 TIF
Dated August 6, 2025**

DRAFT

TAX INCREMENT FINANCING REDEVELOPMENT PLAN & PROJECT

LINCOLN HIGHWAY AND IL-159 TIF REDEVELOPMENT PROJECT AREA



PREPARED FOR:
Fairview Heights, Illinois

PREPARED BY:
PGAV PLANNERS
ST. LOUIS, MISSOURI

MAY 13, 2025

ACKNOWLEDGMENTS

MAYOR

Mark Kupsky

CITY COUNCIL

Joshua Frawley

Frank Menn

Anthony LeFlore

Barb Brumfield

Brenda Wagner

Harry Zimmerman

Pat Peck

Bill Poletti

James Winkeler

Derrick King

CITY CLERK

Karen Kaufhold

DIRECTOR OF LAND USE & DEVELOPMENT

Dallas Alley

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SECTION I – INTRODUCTION

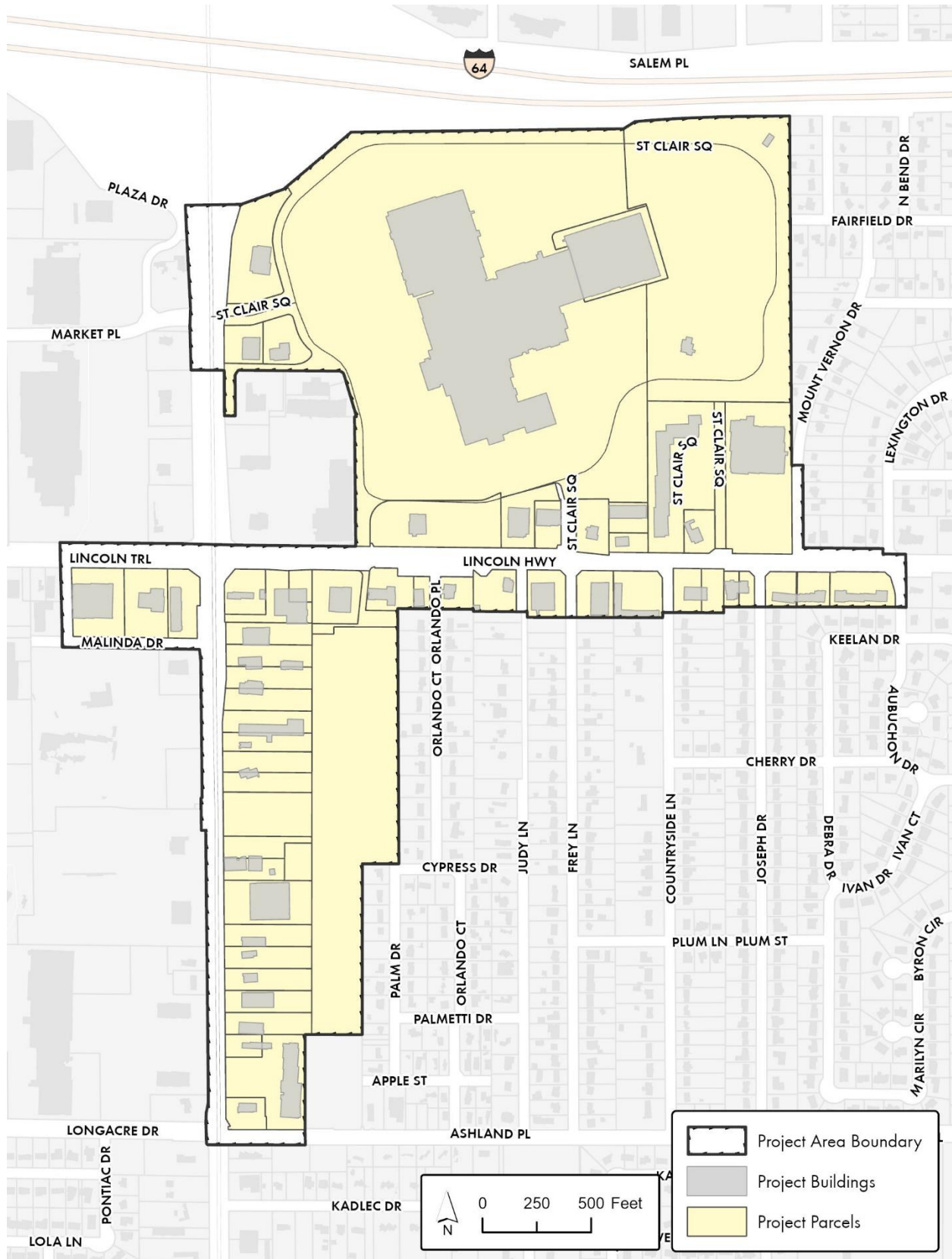
The area being considered for designation as a tax increment financing (“TIF”) district is located in the City of Fairview Heights, St. Clair County, Illinois near the I-64 and IL-159 interchange. This area is generally bounded by I-64 to the north, IL-159 to the west, the row of parcels directly south of Lincoln Highway/Trail between Langhan Drive and Aubuchon Drive to the south, and the Schnucks and St. Clair Square properties to the east. There is also a row of parcels along the east side of IL-159 between Lincoln Highway and Ashland Avenue that are included in the area. The area is referred to herein as the Lincoln Highway and IL-159 TIF Redevelopment Project Area (the “Project Area” or the “Area”). The boundaries of the Project Area are as shown in Figure A - Redevelopment Project Area Boundary on Page 4. Refer also to the legal description contained in the Appendix as Attachment A.

The Project Area contains approximately 176.4 acres, including street rights-of-way, and 61 parcels of real property. The Project Area is completely built-out with no vacant parcels, but there is a prevalence of deteriorated site improvements, buildings, and rights-of-way throughout the Area, and several buildings are partially or fully vacant. Located directly off I-64, the Area, which comprises the St. Clair Square mall and surrounding properties, as well as commercial properties fronting the major thoroughfares of Lincoln Highway/Trail and IL-159, is part of a regional commercial hub. The intention of designating this area as a TIF district is to relieve the blighted conditions of Area buildings, sites, and rights-of-way and to attract new economic activity to the Area.

The City may consider the use of tax increment financing, as well as other economic development resources as available, to facilitate private investment within the Area. It is the intent of the City to induce the investment of significant private capital in the Area, which will serve to redevelop aging properties and infrastructure that will likely enhance the tax base of the community. Furthermore, in accordance with Section 11-74.4-3(n)(5) of the Act, a housing impact study need not be performed since the redevelopment plan will not result in the displacement of ten (10) or more inhabited residential units. This certification is provided in Section III of this report.

The Act sets forth the requirements and procedures for establishing a Redevelopment Project Area and a Redevelopment Plan. The following sections of this report present the findings of eligibility and the Redevelopment Plan and Project for the Area, as well as other findings, evidence, and documentation required by the Act.

Figure A - Redevelopment Project Area Boundary



SECTION II – BASIS FOR ELIGIBILITY OF THE AREA

A Redevelopment Project Area, according to the Act, is that area designated by a municipality in which the finding is made that there exist conditions that cause the area to be classified as a blighted area, conservation area, combination of blighted and conservation areas, or an industrial park conservation area. The criteria and the individual factors defining each of these categories of eligibility are defined in the Act. This section documents the relevant statutory requirements and how the Area meets the eligibility criteria as a combination of blighted and conservation areas.

Definition of a Blighted Area

The TIF Act states that a “**blighted area**” means any improved or vacant area within the boundaries of a redevelopment project area located within the territorial limits of the municipality where:

If improved, industrial, commercial, and residential buildings or improvements are detrimental to the public safety, health, or welfare because of a combination of five (5) or more of the following factors, each of which is (i) present, with that presence documented to a meaningful extent, so that a municipality may reasonably find that the factor is clearly present within the intent of the Act, and (ii) reasonably distributed throughout the improved part of the Redevelopment Project Area:

- 1) Dilapidation. An advanced state of disrepair or neglect of necessary repairs to the primary structural components of buildings, or improvements in such a combination that a documented building condition analysis determines that major repair is required or the defects are so serious and so extensive that the buildings must be removed.
- 2) Obsolescence. The condition or process of falling into disuse. Structures have become ill-suited for the original use.
- 3) Deterioration. With respect to buildings, defects including, but not limited to, major defects in the secondary building components such as doors, windows, porches, gutters, and downspouts, and fascia. With respect to surface improvements, that the condition of roadways, alleys, curbs, gutters, sidewalks, off-street parking, and surface storage areas evidence deterioration, including, but not limited to, surface cracking, crumbling, potholes, depressions, loose paving material, and weeds protruding through paved surfaces.
- 4) Presence of structures below minimum code standards. All structures that do not meet the standards of zoning, subdivision, building, fire, and other governmental codes applicable to property, but not including housing and property maintenance codes.
- 5) Illegal use of individual structures. The use of structures in violation of applicable federal, State, or local laws, exclusive of those applicable to the presence of structures below minimum code standards.

- 6) Excessive vacancies. The presence of buildings that are unoccupied or under-utilized and that represent an adverse influence on the area because of the frequency, extent, or duration of the vacancies.
- 7) Lack of ventilation, light, or sanitary facilities. The absence of adequate ventilation for light or air circulation in spaces or rooms without windows, or that require the removal of dust, odor, gas, smoke, or other noxious airborne materials. Inadequate natural light and ventilation means the absence of skylights or windows for interior spaces or rooms and improper window sizes and amounts by room area to window area ratios. Inadequate sanitary facilities refers to the absence or inadequacy of garbage storage and enclosure, bathroom facilities, hot water and kitchens, and structural inadequacies preventing ingress and egress to and from all rooms and units within a building.
- 8) Inadequate utilities. Underground and overhead utilities such as storm sewers and storm drainage, sanitary sewers, water lines, and gas, telephone, and electrical services that are shown to be inadequate. Inadequate utilities are those that are: (i) of insufficient capacity to serve the uses in the redevelopment project area, (ii) deteriorated, antiquated, obsolete, or in disrepair, or (iii) lacking within the redevelopment project area.
- 9) Excessive land coverage and overcrowding of structures and community facilities. The over-intensive use of property and the crowding of buildings and accessory facilities onto a site. Examples of problem conditions warranting the designation of an area as one exhibiting excessive land coverage are: (i) the presence of buildings either improperly situated on parcels or located on parcels of inadequate size and shape in relation to present-day standards of development for health and safety, and (ii) the presence of multiple buildings on a single parcel. For there to be a finding of excessive land coverage, these parcels must exhibit one or more of the following conditions: insufficient provision for light and air within or around buildings, increased threat of spread of fire due to the proximity of buildings, lack of adequate or proper access to a public right-of-way, lack of reasonably required off-street parking, or inadequate provision for loading and service.
- 10) Deleterious land use or layout. The existence of incompatible land-use relationships, buildings occupied by inappropriate mixed-uses, or uses considered to be noxious, offensive, or unsuitable for the surrounding area.
- 11) Environmental clean-up. The proposed redevelopment project area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for, the clean-up of hazardous waste, hazardous substances, or underground storage tanks required by State or federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the redevelopment project area.
- 12) Lack of community planning. The proposed redevelopment project area was developed prior to or without the benefit or guidance of a community plan. This means that the

development occurred prior to the adoption by the municipality of a comprehensive or other community plan, or that the plan was not followed at the time of the area's development. This factor must be documented by evidence of adverse or incompatible land-use relationships, inadequate street layout, improper subdivision, parcels of inadequate shape and size to meet contemporary development standards, or other evidence demonstrating an absence of effective community planning.

- 13) The total equalized assessed value of the proposed redevelopment project area has declined for three (3) of the last five (5) calendar years prior to the year in which the redevelopment project area is designated, or is increasing at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) calendar years for which information is available, or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for three (3) of the last five (5) calendar years prior to the year in which the redevelopment project area is designated.

If vacant, the sound growth of the Redevelopment Project Area is impaired by a combination of two (2) or more of the following factors, each of which is (i) present, with that presence documented, to a meaningful extent, so that a municipality may reasonably find that the factor is clearly present within the intent of the Act and (ii) reasonably distributed throughout the vacant part of the redevelopment project area to which it pertains:

- 1) Obsolete platting of vacant land that results in parcels of limited or narrow size, or configurations of parcels of irregular size or shape that would be difficult to develop on a planned basis and in a manner compatible with contemporary standards and requirements, or platting that failed to create rights-of-ways for streets or alleys, or that created inadequate right-of-way widths for streets, alleys, or other public rights-of-way or that omitted easements for public utilities.
- 2) Diversity of ownership of parcels of vacant land sufficient in number to retard or impede the ability to assemble the land for development.
- 3) Tax and special assessment delinquencies exist or the property has been the subject of tax sales under the Property Tax Code within the last five (5) years.
- 4) Deterioration of structures or site improvements in neighboring areas adjacent to the vacant land.
- 5) The area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for, the clean-up of hazardous waste, hazardous substances, or underground storage tanks required by State or federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the Redevelopment Project Area.

- 6) The total equalized assessed value of the proposed Redevelopment Project Area has declined for three (3) of the last five (5) calendar years prior to the year in which the Redevelopment Project Area is designated, or is increasing at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) calendar years for which information is available, or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for three (3) of the last five (5) calendar years prior to the year in which the Redevelopment Project Area is designated.

If vacant, the sound growth of the redevelopment project area is impaired by one of the following factors that: (i) is present, with that presence documented, to a meaningful extent so that a municipality may reasonably find that the factor is clearly present within the intent of the Act; and, (ii) is reasonably distributed throughout the vacant part of the redevelopment project area to which it pertains:

- 1) The area consists of one or more unused quarries, mines, or strip mine ponds.
- 2) The area consists of unused rail yards, rail tracks, or railroad rights-of-way.
- 3) The area, prior to its designation, is subject to
 - a) chronic flooding that adversely impacts on real property in the area as certified by a registered professional engineer or appropriate regulatory agency; or
 - b) surface water that discharges from all or a part of the area and contributes to flooding within the same watershed, but only if the redevelopment project provides for facilities or improvements to contribute to the alleviation of all or part of the flooding
- 4) The area consists of an unused or illegal disposal site containing earth, stone, building debris, or similar materials that were removed from construction, demolition, excavation, or dredge sites.
- 5) Prior to November 1, 1999, the area is not less than 50 nor more than 100 acres and 75% of which is vacant (notwithstanding that the area has been used for commercial agricultural purposes within 5 years prior to the designation of the redevelopment project area), and the area meets at least one of the factors itemized in paragraph (1) of this subsection, the area has been designated as a town or City center by ordinance or comprehensive plan adopted prior to January 1, 1982, and the area has not been developed for that designated purpose.
- 6) The area qualified as a blighted improved area immediately prior to becoming vacant, unless there has been substantial private investment in the immediately surrounding area.

Definition of a Conservation Area

“**Conservation area**” means any improved area within the boundaries of a redevelopment project area located within the territorial limits of the municipality in which 50% or more of the structures in the area have an age of 35 years or more. Such an area is not yet a blighted area, but because of

a combination of three or more of the following factors, the area is detrimental to the public safety, health, morals or welfare, and such an area may become a blighted area:

- 1) Dilapidation. An advanced state of disrepair or neglect of necessary repairs to the primary structural components of buildings, or improvements in such a combination that a documented building condition analysis determines that major repair is required or the defects are so serious and so extensive that the buildings must be removed.
- 2) Obsolescence. The condition or process of falling into disuse. Structures have become ill-suited for the original use.
- 3) Deterioration. With respect to buildings, defects including, but not limited to, major defects in the secondary building components such as doors, windows, porches, gutters, and downspouts, and fascia. With respect to surface improvements, that the condition of roadways, alleys, curbs, gutters, sidewalks, off-street parking, and surface storage areas evidence deterioration, including, but not limited to, surface cracking, crumbling, potholes, depressions, loose paving material, and weeds protruding through paved surfaces.
- 4) Presence of structures below minimum code standards. All structures that do not meet the standards of zoning, subdivision, building, fire, and other governmental codes applicable to property, but not including housing and property maintenance codes.
- 5) Illegal use of individual structures. The use of structures in violation of applicable federal, State, or local laws, exclusive of those applicable to the presence of structures below minimum code standards.
- 6) Excessive vacancies. The presence of buildings that are unoccupied or under-utilized and that represent an adverse influence on the area because of the frequency, extent, or duration of the vacancies.
- 7) Lack of ventilation, light, or sanitary facilities. The absence of adequate ventilation for light or air circulation in spaces or rooms without windows, or that require the removal of dust, odor, gas, smoke, or other noxious airborne materials. Inadequate natural light and ventilation means the absence of skylights or windows for interior spaces or rooms and improper window sizes and amounts by room area to window area ratios. Inadequate sanitary facilities refers to the absence or inadequacy of garbage storage and enclosure, bathroom facilities, hot water and kitchens, and structural inadequacies preventing ingress and egress to and from all rooms and units within a building.
- 8) Inadequate utilities. Underground and overhead utilities such as storm sewers and storm drainage, sanitary sewers, water lines, and gas, telephone, and electrical services that are shown to be inadequate. Inadequate utilities are those that are: (i) of insufficient capacity to serve the uses in the redevelopment project area, (ii) deteriorated, antiquated, obsolete, or in disrepair, or (iii) lacking within the redevelopment project area.

- 9) Excessive land coverage and overcrowding of structures and community facilities. The over-intensive use of property and the crowding of buildings and accessory facilities onto a site. Examples of problem conditions warranting the designation of an area as one exhibiting excessive land coverage are: (i) the presence of buildings either improperly situated on parcels or located on parcels of inadequate size and shape in relation to present-day standards of development for health and safety, and (ii) the presence of multiple buildings on a single parcel. For there to be a finding of excessive land coverage, these parcels must exhibit one or more of the following conditions: insufficient provision for light and air within or around buildings, increased threat of spread of fire due to the close proximity of buildings, lack of adequate or proper access to a public right-of-way, lack of reasonably required off-street parking, or inadequate provision for loading and service.
- 10) Deleterious land use or layout. The existence of incompatible land-use relationships, buildings occupied by inappropriate mixed-uses, or uses considered to be noxious, offensive, or unsuitable for the surrounding area.
- 11) Environmental clean-up. The proposed redevelopment project area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for, the clean-up of hazardous waste, hazardous substances, or underground storage tanks required by State or federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the redevelopment project area.
- 12) Lack of community planning. The proposed redevelopment project area was developed prior to or without the benefit or guidance of a community plan. This means that the development occurred prior to the adoption by the municipality of a comprehensive or other community plan, or that the plan was not followed at the time of the area's development. This factor must be documented by evidence of adverse or incompatible land-use relationships, inadequate street layout, improper subdivision, parcels of inadequate shape and size to meet contemporary development standards, or other evidence demonstrating an absence of effective community planning.
- 13) The total equalized assessed value of the proposed redevelopment project area has declined for three of the last five calendar years prior to the year in which the redevelopment project area is designated, or is increasing at an annual rate that is less than the balance of the municipality for three of the last five calendar years for which information is available, or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for three of the last five calendar years prior to the year in which the redevelopment project area is designated.

Findings

In determining if the Area meets the eligibility requirements of the Act, research and field surveys were conducted. These included:

- 1) Contacts with City officials knowledgeable about area conditions and history and age of buildings and site improvements.
- 2) On-site field examination of conditions within the Area on March 7, 2025, by experienced staff of PGAV. These personnel are trained in techniques and procedures of documenting conditions of real property, streets, etc., and determination of eligibility of designated areas for tax increment financing.
- 3) Use of definitions contained in the Act.
- 4) Adherence to basic findings of need as established by the Illinois General Assembly in establishing tax increment financing which became effective on January 10, 1977.
- 5) Examination of St. Clair County real property tax assessment records.

On March 7, 2025, PGAV staff conducted field investigations to document existing conditions of the properties proposed for the Area. One of the outcomes of this survey was an inventory of existing land uses in the Area, which are illustrated in Figure B - Current Land Use on Page 12. The following narrative summarizes the factors found to be present to a meaningful extent within the Area. Figure C - Existing Conditions on Page 13 shows the reasonable distribution of factors throughout the Area. Table 1 - Summary of Qualifying Factors on Page 14 provides a summary of the statutory factors used to justify the use of TIF in the Project Area. Table 2 - Comparison of EAV Growth Trends on Page 16 displays the difference in growth rates between the Project Area, the balance of the City, and the Consumer Price Index for All Urban Consumers.

Figure B - Current Land Use

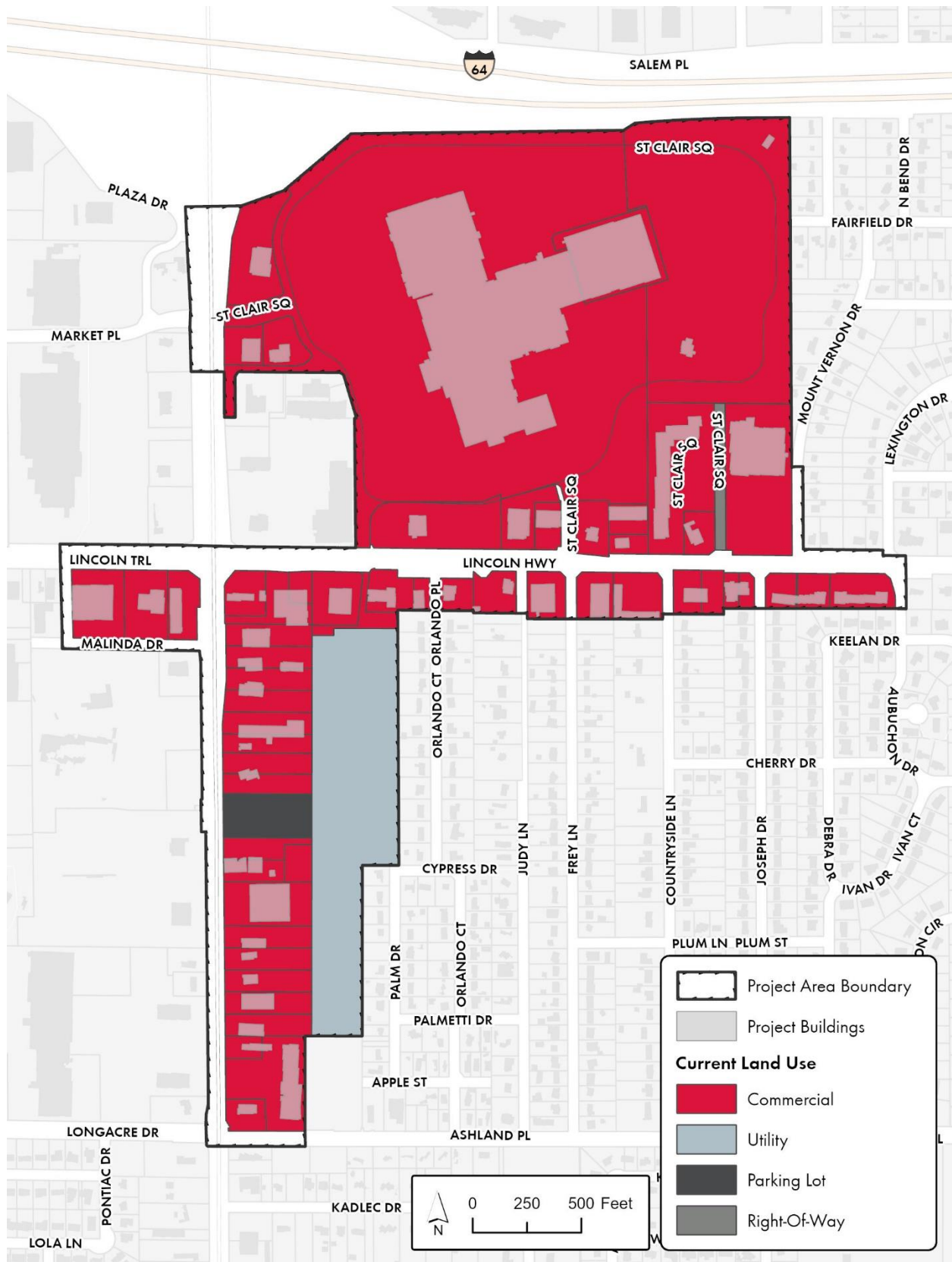


Figure C - Existing Conditions

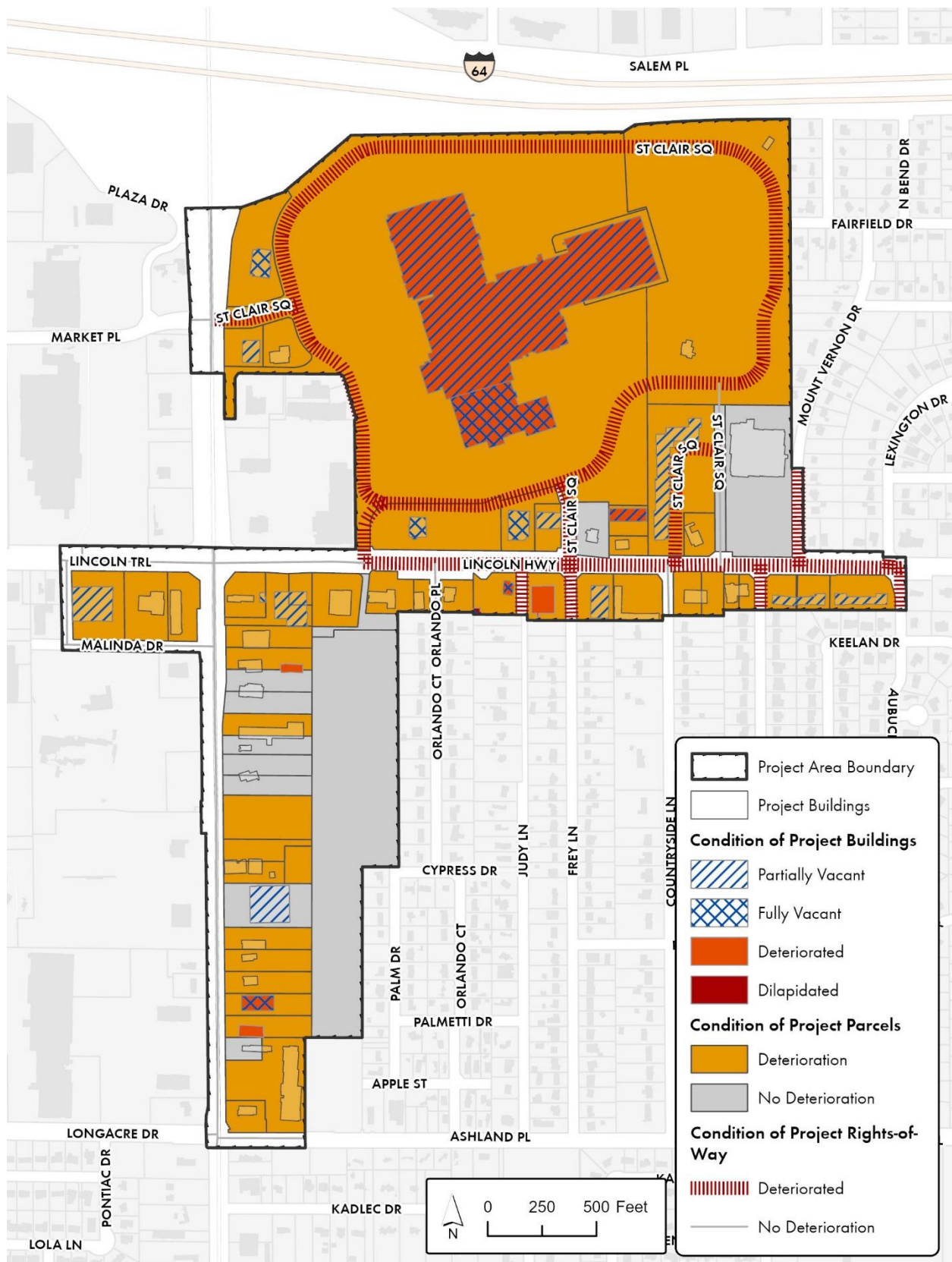


Table 1 - Summary of Qualifying Factors

	Total	%
Total parcels	61	
No. of improved parcels	60	98.4%
No. of vacant parcels	0	0.0%
No. of right-of-way and railroad parcels	1	1.6%
Total No. of buildings	53	
No. of buildings 35 years of age or older	49	92.5%
No. inhabited residential units	nd*	
IMPROVED LAND FACTORS:		
No. of buildings that are deteriorated	8	15.1%
No. of parcels with site improvements that are deteriorated	49	81.7%
No. of improved parcels with either deteriorated site improvements or buildings	49	81.7%
Buildings that are dilapidated	1	2%
Buildings that are obsolete	nd*	
No. of structures below minimum code	nd*	
No. of buildings lacking ventilation, light or sanitation facilities	nd*	
No. of building with illegal uses	nd*	
Buildings in the Area have excessive vancancy (wholly or partially)	Yes	
No. of improved parcels with excessive land coverage or overcrowding of structures	nd*	
Inadequate utilities (Entire Project Area)	nd*	
Deleterious land use or layout (by Sub-Area)	nd*	
Lack of community planning	nd*	
Environmental clean-up	nd*	
Improved parcels that are taxable	59	98%
Area has declining or sub-par EAV growth	Yes	
VACANT LAND FACTORS (2 or More):		
Obsolete platting	nd*	
Diversity of ownership	nd*	
Tax delinquencies	nd*	
Vacant parcels with adjacent deterioration of structures or site improvements	nd*	
Environmental clean-up	nd*	
Vacant land that is taxable	nd*	
Area has declining or sub-par EAV growth	nd*	
VACANT LAND FACTORS (1 or More):		
Unused quarry, mines, rail, etc.	nd*	
Blighted before vacant	nd*	
Chronic flooding	nd*	
Unused or illegal disposal site	nd*	

*Not determined.

Eligibility of Improved Parcels

Conservation Area Factor. Age of Structures: Age is a prerequisite factor in determining an Area's qualification as a "conservation area." As is clearly set forth in the Act, 50% or more of the structures must have an age of 35 years or greater to meet this criterion. There are 53 total buildings in the Project Area, both primary and accessory structures. Of the 53 buildings, 49 (92.5%) were determined by field investigations to be 35 years of age or older. The age threshold is met for qualifying the improved properties within the Area as a conservation area.

Improved Land Factor 1. Deterioration: The Project Area comprises 60 improved parcels, of which 49 (81.7%) have some sort of site deterioration. This might include cracked, crumbling, broken, or weed-infested driveways, sidewalks or paths, parking or storage areas, curbs, alleys, etc. Additionally, eight of the 53 buildings (15.1%) in the Area have deterioration in secondary building components, such as windows, doors, soffit and fascia, gutters, downspouts, siding, or brickwork. Though not prevalent enough in the Area to consider as a qualifying factor, one building (2%) was found to be dilapidated.

Improved Land Factor 2. Excessive Vacancies: Fieldwork investigations determined that 18 of the 53 buildings (34%) in the Project Area are currently fully or partially vacant. These buildings are scattered throughout the Project Area and include the St. Clair Square mall, which has experienced higher tenant turnover and vacancy in recent years. In particular, the former Sears space in the mall has sat completely vacant for many years.

Improved Land Factor 3. Declining or Sub-par Trend in Equalized Assessed Value (EAV): Over the past five years (2019-2024), the Area's EAV has grown at a rate less than that of the national Consumer Price Index, as well as the remainder of the City of Fairview Heights, for three years. The total EAV of the Project Area itself has also experienced decline twice in the past five years, most notably when the Area's EAV experienced a staggering 20.5% decline from 2019 to 2020. Table 2 - Comparison of EAV Growth Trends on Page 16 shows how the Project Area's EAV compares to the remainder of the City and the national Consumer Price Index for All Urban Consumers.

Table 2 - Comparison of EAV Growth Trends

Assessment Year	Project Area EAV *	EAV Declined?	Balance of City **	Area Growth Rate Less Than Balance of City?	Area Growth Rate Less Than CPI Index for All Urban Consumers?
2019	\$ 45,591,557		\$356,527,528		
2020	\$ 36,234,019		\$369,551,941		
Annual Percent Change	-20.5%	YES	3.7%	YES	YES
2021	\$ 36,241,821		\$369,922,321		
Annual Percent Change	0.0%	NO	0.1%	YES	YES
2022	\$ 40,767,693		\$391,883,441		
Annual Percent Change	12.5%	NO	5.9%	NO	NO
2023	\$ 45,209,822		\$ 417,165,075		
Annual Percent Change	10.9%	NO	6.5%	NO	NO
2024	\$ 42,753,219		\$ 471,288,902		
Annual Percent Change	-5.4%	YES	13.0%	YES	YES

* Source: St. Clair County Assessor data

** Source: St. Clair County Tax Computation Reports 2019-2024

SECTION III - REDEVELOPMENT PLAN AND PROJECT

Section III and Section IV constitute the Redevelopment Plan and Project for the Lincoln Highway and IL-159 TIF Redevelopment Project Area.

Objectives

The general objectives of this Plan are as follow:

1. To alleviate blight, ensure safe conditions, and enhance the efficiency of the infrastructure networks. This infrastructure could include, but is not limited to, utilities, sidewalks, streets, and lighting.
2. To attract new business and economic activity to the Project Area.
3. Enhance the tax base for the City and all other taxing bodies.
4. Encourage and assist private investment and redevelopment within the Area through the provision of financial assistance as permitted by the Act.
5. Complete all public and private actions required in this Plan in an expeditious manner.
6. Maintain transparency and accountability with residents and taxing bodies by reporting annually on Area projects to the State of Illinois and the Joint Review Board.
7. Enter into agreements with private parties and public agencies that protect the long-term financial health and wellbeing of the City.

General Land Uses to Apply

The general land uses to apply for the Area are shown in Figure D - General Land Use Plan on Page 19.

Program to be Undertaken to Accomplish Objectives

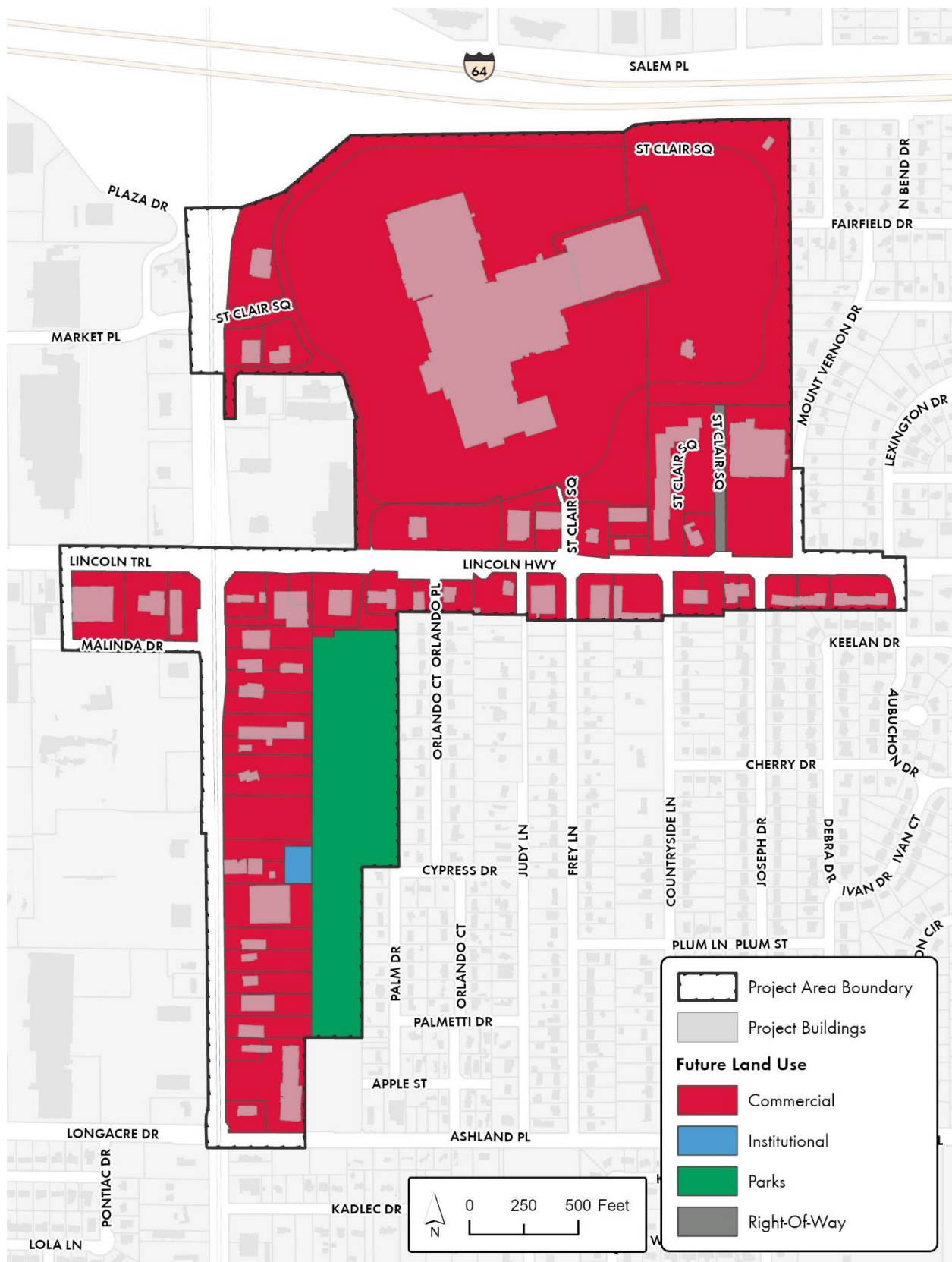
The City has determined that it is appropriate to create a program to provide financial incentives for private investment within the Area. It has been determined, through private and public project implementation experience, that tax increment financing constitutes one of the most effective means available for enabling development in the Area. Local taxing bodies are expected to benefit from the implementation of this Plan. The City will incorporate appropriate provisions within any redevelopment agreement entered into between the City and private parties ensuring redevelopment projects make progress towards achieving the objectives stated herein.

Conformance with the Comprehensive Plan and Zoning Ordinance

The land uses laid out in Figure D - General Land Use Plan on Page 19 comply with the intended uses shown in the Land Use Plan in the City's Comprehensive Plan. In the City's Comprehensive Plan, the St. Clair Square site and surrounding properties around I-64, IL-159, and Lincoln Highway/Trail are designated as Regional Commercial, while the two properties behind the row of

commercial properties along IL-159 are categorized as Public/Semi-Public and Parks/Open Space. All properties in the Area are currently zoned as commercial.

Figure D - General Land Use Plan



Redevelopment Project

Activities necessary to implement the Plan may include the following:

1. Private Redevelopment Activities:

In general, construction of new private buildings and the rehabilitation, renovation, and repair of existing private buildings at various locations in the Area. {Add any additional private redevelopment activities that are specific to the Client, ex: the redevelopment or demolition of specific blighted developments/buildings, the development of a new sports park, the development of a new hotel with complimentary dining and retail, etc.}

2. Public Redevelopment Activities:

Public improvements and support activities will be used to induce and complement private investment. These may include but are not limited to street and sidewalk improvements, land assembly including site acquisition and site preparation, public utilities (e.g., water, sanitary and storm sewer facilities), traffic signalization, off-street parking, building demolition and site clearance, open space development, and marketing of properties, as well as other programs of financial assistance provided by the City.

3. Land Assembly, Displacement Certificate, and Relocation Assistance:

To achieve the objectives of the Plan, land assembly by the City and eventual conveyance to private entities may be necessary in order to attract private development interest. Therefore, any property located within the Redevelopment Project Area may be acquired by developers or the City, as necessary, to assemble various parcels of land to achieve marketable tracts, or if such property is necessary for the implementation of a specific public or private redevelopment project. Activities of this type may include the displacement of inhabited housing units located in the Project Area (see below).

Displacement Certificate:

Under Sections 11-74.4-3 (n) (5) and 11-74.4-4.1 (b) of the Tax Increment Allocation Redevelopment Act, the City hereby certifies that this Redevelopment Plan, as amended, will not result in the displacement of ten (10) or more inhabited residential units. If, at some time in the future, a redevelopment project is proposed that will result in the displacement of ten (10) or more inhabited residential units, the City will prepare, or cause to be prepared, the requisite housing impact study pursuant to the Act.

Relocation Assistance:

If households of low-income or very low-income persons inhabit any residential housing units where relocation of the occupants is required, relocation assistance will be provided to such persons. Affordable housing and relocation assistance shall not be less than that which would be provided under the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970

and the regulations under that Act, including the eligibility criteria. Affordable housing may be either in existing or newly constructed buildings. For purposes of this requirement in the TIF Act, “low-income households,” “very low-income households,” and “affordable housing” have the definitions set forth in the Illinois Affordable Housing Act.

Description of Redevelopment Project Costs

Costs that may be reimbursed are defined as “redevelopment project costs” in the Act and may be amended from time to time. Itemized below is the statutory listing of “redevelopment project costs” currently permitted by the Act:

- 1) Costs of studies, surveys, development of plans, and specifications, implementation and administration of the redevelopment plan including but not limited to staff and professional service costs for architectural, engineering, legal, financial, planning or other services, provided however that no charges for professional services may be based on a percentage of the tax increment collected; except that on and after November 1, 1999 (the effective date of Public Act 91-478), no contracts for professional services, excluding architectural and engineering services, may be entered into if the terms of the contract extend beyond a period of 3 years.

In addition, "redevelopment project costs" shall not include lobbying expenses. After consultation with the municipality, each tax increment consultant or advisor to a municipality that plans to designate or has designated a redevelopment project area shall inform the municipality in writing of any contracts that the consultant or advisor has entered into with entities or individuals that have received, or are receiving, payments financed by tax increment revenues produced by the redevelopment project area with respect to which the consultant or advisor has performed, or will be performing, service for the municipality. This requirement shall be satisfied by the consultant or advisor before the commencement of services for the municipality and thereafter whenever any other contracts with those individuals or entities are executed by the consultant or advisor;

- a) After July 1, 1999, annual administrative costs shall not include general overhead or administrative costs of the municipality that would still have been incurred by the municipality if the municipality had not designated a redevelopment project area or approved a redevelopment plan;
 - b) The cost of marketing sites within the redevelopment project area to prospective businesses, developers, and investors;
- 2) Property assembly costs, including but not limited to acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, site preparation, site improvements that serve as an engineered barrier addressing ground level or below ground environmental contamination, including, but not limited to parking lots and other concrete or asphalt barriers, and the clearing and grading of land;
- 3) Costs of rehabilitation, reconstruction or repair or remodeling of existing public or private buildings, fixtures, and leasehold improvements; and the cost of replacing an existing public

building if pursuant to the implementation of a redevelopment project the existing public building is to be demolished to use the site for private investment or devoted to a different use requiring private investment; including any direct or indirect costs relating to Green Globes or LEED certified construction elements or construction elements with an equivalent certification;

- 4) Costs of the construction of public works or improvements, including any direct or indirect costs relating to Green Globes or LEED certified construction elements or construction elements with an equivalent certification, except that on and after November 1, 1999, redevelopment project costs shall not include the cost of constructing a new municipal public building principally used to provide offices, storage space, or conference facilities or vehicle storage, maintenance, or repair for administrative, public safety, or public works personnel and that is not intended to replace an existing public building as provided under paragraph (3) of subsection (q) of Section 11-74.4-3 unless either
 - a) the construction of the new municipal building implements a redevelopment project that was included in a redevelopment plan that was adopted by the municipality prior to November 1, 1999 or
 - b) the municipality makes a reasonable determination in the redevelopment plan, supported by information that provides the basis for that determination, that the new municipal building is required to meet an increase in the need for public safety purposes anticipated to result from the implementation of the redevelopment plan;
- 5) Costs of job training and retraining projects, including the cost of "welfare to work" programs implemented by businesses located within the redevelopment project area;
- 6) Financing costs, including but not limited to all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued hereunder including interest accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for not exceeding 36 months thereafter and including reasonable reserves related thereto;
- 7) To the extent the municipality by written agreement accepts and approves the same, all or a portion of a taxing district's capital costs resulting from the redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the redevelopment plan and project.
- 8) Relocation costs to the extent that a municipality determines that relocation costs shall be paid or is required to make payment of relocation costs by federal or State law or in order to satisfy subparagraph (7) of subsection (n);
- 9) Payment in lieu of taxes [see Sec. 11-74.4-3 (m) of the Act];
- 10) Costs of job training, retraining, advanced vocational education or career education, including but not limited to courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one or more taxing districts, provided that such costs

- a) are related to the establishment and maintenance of additional job training, advanced vocational education or career education programs for persons employed or to be employed by employers located in a redevelopment project area; and
 - b) when incurred by a taxing district or taxing districts other than the municipality, are set forth in a written agreement by or among the municipality and the taxing district or taxing districts, which agreement describes the program to be undertaken, including but not limited to the number of employees to be trained, a description of the training and services to be provided, the number and type of positions available or to be available, itemized costs of the program and sources of funds to pay for the same, and the term of the agreement. Such costs include, specifically, the payment by community college districts of costs pursuant to Sections 3-37, 3-38, 3-40 and 3-40.1 of the Public Community College Act and by school districts of costs pursuant to Sections 10-22.20a and 10-23.3a of The School Code;
- 11) Interest cost incurred by a redeveloper related to the construction, renovation or rehabilitation of a redevelopment project provided that:
- a) such costs are to be paid directly from the special tax allocation fund established pursuant to this Act;
 - b) such payments in any one year may not exceed 30% of the annual interest costs incurred by the redeveloper with regard to the redevelopment project during that year;
 - c) if there are not sufficient funds available in the special tax allocation fund to make the payment pursuant to this paragraph (11) then the amounts so due shall accrue and be payable when sufficient funds are available in the special tax allocation fund;
 - d) the total of such interest payments paid pursuant to this Act may not exceed 30% of the total
 - i) cost paid or incurred by the redeveloper for the redevelopment project plus
 - ii) redevelopment project costs excluding any property assembly costs and any relocation costs incurred by a municipality pursuant to this Act.
- 12) Unless explicitly stated herein the cost of construction of new privately-owned buildings shall not be an eligible redevelopment project cost.
- 13) After November 1, 1999 (the effective date of Public Act 91-478), none of the redevelopment project costs enumerated in this subsection shall be eligible redevelopment project costs if those costs would provide direct financial support to a retail entity initiating operations in the redevelopment project area while terminating operations at another Illinois location within 10 miles of the redevelopment project area but outside the boundaries of the redevelopment project area municipality.

For purposes of this paragraph, termination means a closing of a retail operation that is directly related to the opening of the same operation or like retail entity owned or operated by more than 50% of the original ownership in a redevelopment project area, but it does not mean

closing an operation for reasons beyond the control of the retail entity, as documented by the retail entity, subject to a reasonable finding by the municipality that the current location contained inadequate space, had become economically obsolete, or was no longer a viable location for the retailer or serviceman.

14) No cost shall be a redevelopment project cost in a redevelopment project area if used to demolish, remove, or substantially modify a historic resource, after August 26, 2008 (the effective date of Public Act 95-934), unless no prudent and feasible alternative exists. "Historic resource" for the purpose of this item (14) means

- a) a place or structure that is included or eligible for inclusion on the National Register of Historic Places or
- b) a contributing structure in a district on the National Register of Historic Places.

This item (14) does not apply to a place or structure for which demolition, removal, or modification is subject to review by the preservation agency of a Certified Local Government designated as such by the National Park Service of the United States Department of the Interior.

Estimated Redevelopment Costs

Table 3 - Estimated Redevelopment Project Costs on Page 25 lays out estimated costs for redevelopment projects within the proposed TIF District. The estimated costs are split into several categories, including Public Works or Improvements, Building Rehabilitation/Retrofit, Interest Costs Incurred by Developers, and Property Assembly. The costs shown are not exact figures and may change slightly as redevelopment occurs.

Table 3 - Estimated Redevelopment Project Costs

Description	Estimated Cost ^{1, 2, & 3}
A. Public Works or Improvements	\$5,128,000
B. Property Assembly	\$2,564,000
C. Building Rehabilitation/Retrofit	\$10,256,000
D. Relocation costs	\$641,000
E. Taxing District Capital Costs	\$641,000
F. Job Training	\$513,000
G. Interest Costs Incurred by Developers (30% of interest costs)	\$3,205,000
H. Planning, Legal & Professional Services	\$1,282,000
I. General Administration	\$641,000
J. Financing Costs	\$769,000
K. Taxing Body Surplus ⁴	\$5,334,000
Total Estimated Costs ⁵	\$30,974,000

Notes:

1. All costs shown are in 2025 dollars.
2. Adjustments may be made among line items within the budget to reflect program implementation experience.
3. Private redevelopment costs and investment are in addition to the above.
4. This figure assumes the City will declare 25% of the TIF revenue generated within the Lincoln Highway and IL-159 TIF as surplus and distribute it to all taxing bodies on a pro rata basis.
5. The total estimated redevelopment project costs shall not be increased by more than 5% after adjustment for inflation from the date of the Plan adoption, per subsection 11-74.4.5 (c) of the Act.

SECTION IV - OTHER FINDINGS AND REQUIREMENTS

Area, on the Whole, not Subject to Growth and Development

The properties in the Area have not been subject to growth and development through investment of private enterprise. Upon examination of equalized assessed valuation (EAV) data for the properties to be added, the lack of investment is evident in the stagnate EAV values. Table 4 - EAV Trends (2019-2024) provides evidence on assessed valuation that shows the properties in the Area have not been subject to a level of private investment that would result in valuation increases.

Table 4 - EAV Trends (2019-2024)

	EAV 2019	EAV 2024	Change	Percent Change	Annual Percent Change
RPA ¹	\$ 45,591,557	\$ 42,753,219	\$ (2,838,338)	-6.2%	-1.3%
CPI ²	255.657	313.689	58.0	22.7%	4.2%
Balance of City ³	\$ 356,527,528	\$ 471,288,902	\$ 114,761,374	32.2%	5.7%

¹ Equalized Assessed Valuation (EAV) of the Redevelopment Project Area

² Consumer Price Index for All Urban Consumers. Source: U.S. Bureau of Labor Statistics

³ Total City EAV minus Project Area EAV

Would Not be Developed "but for" TIF

The properties in the Area are not reasonably anticipated to be improved without the direct participation of the City to provide funding in the form of financial incentives and infrastructure spending. Without the influence of public funding through tax increment financing, the City would not be able to redevelop and make improvements to the Area, and thus would not be able to attract new residents and businesses to the Area.

Assessment of Financial Impact

The City and Joint Review Board will monitor the progress of the TIF program and its future impacts on all local taxing bodies. In the event significant adverse impacts are identified that increase demands for facilities or services in the future, the City will consider utilizing tax increment proceeds or other appropriate actions, to the extent possible, to assist in addressing the needs.

All overlapping taxing bodies will continue to receive property tax revenues on the base values of properties to be added to the Area during the balance of the life of the TIF program. In addition, it is reasonable to assume that the economic and financial benefits resulting from redevelopment efforts in the Area will spill into other sections of the community and generate additional revenues for the above listed government entities. Moreover, after the expiration of the TIF program, the taxing districts will receive the benefits of an increased property tax base. It is also reasonable to

assume that the benefits of the increased property tax base would not occur without the implementation of the Plan and the use of tax increment financing.

Estimated Date for Completion of the Redevelopment Project

The estimated date for the completion of the Redevelopment Project or retirement of obligations issued may not be later than December 31st of the year in which the payment to the municipal treasurer as provided in subsection (b) of Section 11-74.4-8 of the Act is to be made with respect to ad valorem taxes levied in the 23rd calendar year after the year in which the ordinance approving the redevelopment project area was adopted.

Sources of Funds

The sources of funds to pay for redevelopment project costs associated with implementing the Plan will come from the increment generated by increasing property values due to new construction and renovated structures. If available, revenues from other economic development funding sources, public or private, may be utilized. These may include State and Federal programs, local retail sales tax, revenues from any adjoining tax increment redevelopment project areas, and land disposition proceeds from the sale of land in the Area, as well as other revenues. The final decision concerning redistribution of yearly tax increment revenues may be made as part of a bond ordinance.

Nature and Term of Obligations

Without excluding other methods of City or private financing, the principal source of funding will be those deposits made into the Special Allocation Fund of monies received from the taxes on the increased value (above the initial equalized assessed value) of real property in the Area. These monies may be used to repay private or public sources for the expenditure of funds made as Redevelopment Project Costs for applicable public or private redevelopment activities noted above or may be used to amortize Tax Increment Revenue obligations, issued pursuant to this Redevelopment Plan, for a term not to exceed the expiration date of this TIF Program, bearing an annual interest rate as permitted by law. To be eligible for repayment of project costs, the City Council shall first approve a redevelopment agreement detailing and approving the use of the tax increment financing and verifying its compliance with this Plan.

Revenues received in excess of 100% of funds necessary for the payment of principal and interest on the bonds and not needed for other redevelopment project costs or early bond retirements shall be declared as surplus and become available for distribution annually to the taxing bodies to the extent that this distribution of surplus does not impair the financial viability of the project. One or more bond issues may be sold at any time in order to implement this Redevelopment Plan. The City may utilize revenues from any other source, including City, State, or Federal funds, or tax increment revenues from this Project or adjoining TIF areas to pay for the costs of completing this Project.

Most Recent EAV of Properties in the Project Area

The most recent total equalized assessed valuation (EAV) for the properties in the Area is estimated to be \$ \$42,753,219. A list of the parcel identification numbers (PINs) and 2024 tax year EAV for the parcels in the Area are included in the Appendix as Attachment C. After the approval of the Plan by the City, the City will make a request to the County Clerk of St. Clair County to certify the base EAV for each parcel of real estate in the Area.

Estimate of Valuation After Redevelopment

Contingent on the adoption of this Plan and commitment by the City to the Redevelopment Program, it is anticipated that the private redevelopment investment in the Area, as amended, will cause the equalized assessed valuation of said Area to increase to approximately \$71,615,847. This projected value is based on a gradual increase in EAV over time as needed improvements are completed and property value growth approaches that of the rest of the City.

Fair Employment Practices and Affirmative Action

Fair employment practices and affirmative action are the same as the City's current policies.

Reviewing and Amending the TIF Plan

This Redevelopment Plan may be amended in accordance with the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et. seq. Also, the City shall adhere to all reporting requirements and other statutory provisions.

APPENDIX

Attachment A
Legal Boundary Description

Attachment B
Photographic Evidence

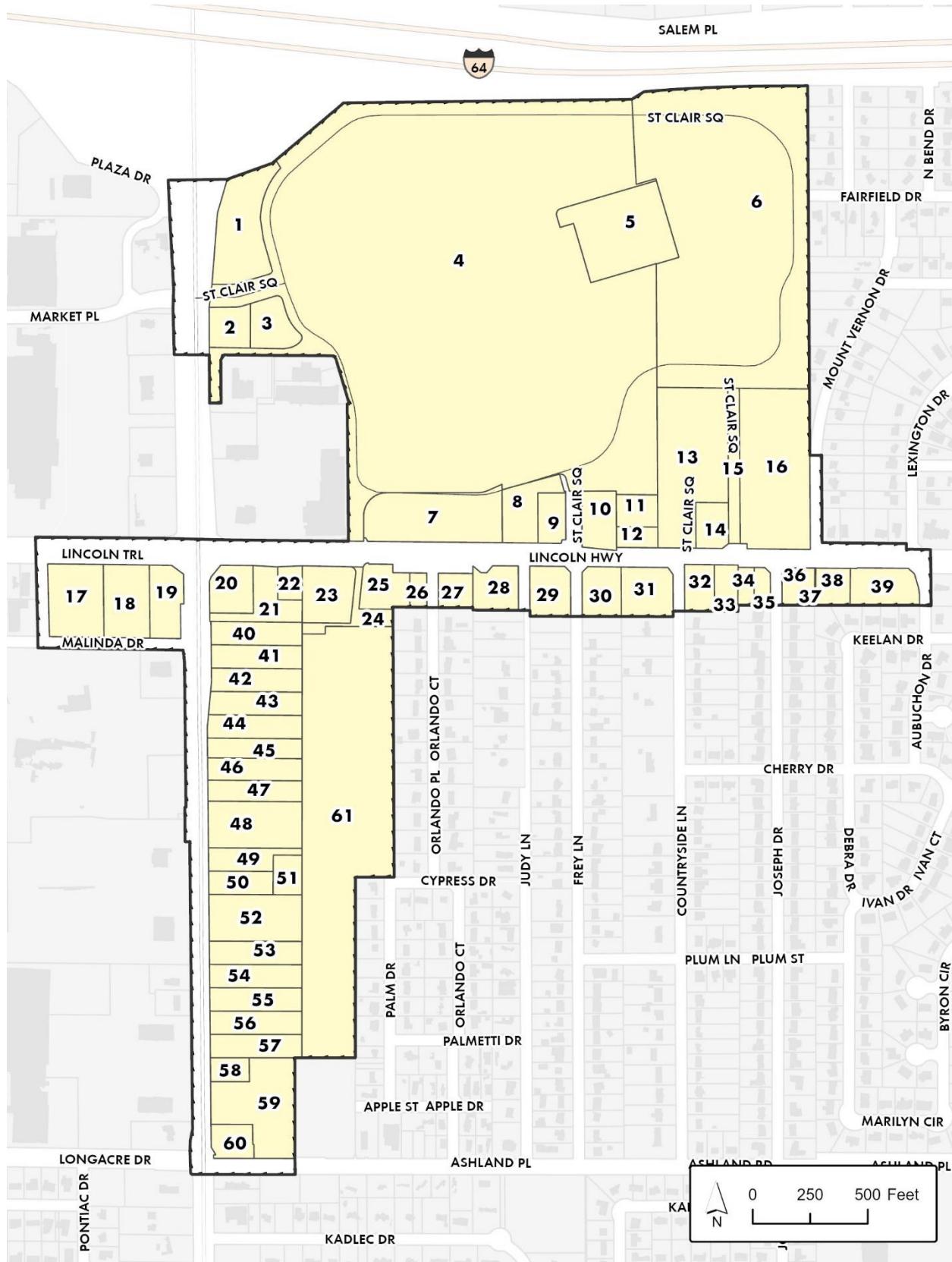




Attachment C
PIN List and Locator Map(s)

Locator ID	Parcel ID No. (PIN)	Taxpayer Name	2024 EAV
1	03270100093	STCS-ILLINOIS LLC	\$ 736,023
2	03270100092	STCS-ILLINOIS LLC	\$ 444,286
3	03270100091	STCS-ILLINOIS LLC	\$ 545,366
4	03270100088	CBL ST CLAIR SQUARE OP PROPCO LLC	\$ 18,621,400
5	03270100086	DSS NEIL OPERATIONS LLC	\$ 1,537,524
6	03270100079	FREULER, PATRICIA K TRUSTEE	\$ 2,473,557
7	03270100089	CBL ST CLAIR SQUARE OP PROPCO LLC	\$ 802,238
8	03270100071	MACRAE, DANIEL J	\$ 320,901
9	03270100072	GM FAIRVIEW HEIGHTS PROPERTY LLC	\$ 287,122
10	03270100076	GERMAIN, LEO ET AL	\$ 256,619
11	03270100062	H & LL PROPERTIES LLC	\$ 329,460
12	03270100063	DRI PROPERTIES LLC	\$ 185,241
13	03270100067	SUSO 4 ST CLAIR LP	\$ 1,308,568
14	03270100068	SCOTT CREDIT UNION	\$ 529,640
15	03270100061	FREULER, PATRICIA K TRUSTEE	\$ 87,410
16	03270100057	SUSO 4 ST CLAIR LP	\$ 1,130,200
17	03280402004	MIDWAY BASELINE LLC, ATTN JONATHAN RUBY	\$ 613,373
18	03280402007	MAGNA BANK NA	\$ 658,443
19	03280402008	FAIRVIEW HEIGHTS LM PROPERTIES LLC	\$ 723,527
20	03270300057	FAST DEVELOPMENT LLC	\$ 377,266
21	03270300058	10 LINCOLN HWY SERIES PERRI-DAX PROPERTIES LLC	\$ 126,507
22	03270300003	10 LINCOLN HWY SERIES PERRI-DAX PROPERTIES LLC	\$ 523,131
23	03270300055	22 LINCOLN HWY SERIES PERRI-DAX PROPERTIES LLC	\$ 359,639
24	03270301037	GITCHO, JAN	\$ 55,807
25	03270301039	YORKSHIRE PROPERTIES LLC	\$ 337,371
26	03270301003	122 LINCOLN HWY LLC	\$ 120,481
27	03270302028	ACP REALTY LLC	\$ 123,342
28	03270302015	RHODES DEVELOPMENT CO LLC	\$ 244,738
29	03270303001	ILCARRICO LLC	\$ 384,424
30	03270304001	CARY R STEFFENS REVOCABLE TRUST	\$ 424,626
31	03270304011	MCKIM LIMITED PARTNERSHIP	\$ 370,927
32	03270305002	CASABLANCA RENTAL MANAGEMENT LLC	\$ 79,258
33	03270305003	CASABLANCA RENTAL MANAGEMENT LLC	\$ 413,461
34	03270306011	SABLE CONSTRUCTION INC DBA CUSTOM SOUNDS	\$ 188,980
35	03270306012	SABLE CONSTRUCTION INC DBA CUSTOM SOUNDS	\$ 63,539
36	03270307012	SATASIYA, BABU KESHAVBHAI & BHOOMIKA BABU	\$ 148,132

37	03270400016	SATASIYA, BABU KESHAVBHAI & BHOOMIKA BABU	\$ 2,630
38	03270400015	SATASIYA, BABU KESHAVBHAI & BHOOMIKA BABU	\$ 142,875
39	03270400014	FOREST HILLS LP %BAUER MANAGEMENT LLC	\$ 275,153
40	03270300005	BURNWORTH, WILLIAM B & JOHN N	\$ 371,766
41	03270300006	6308 NORTH ILLINOIS SERIES PERRI-DAX PROPERTIES	\$ 216,519
42	03270300007	MCDONALD CORP 012-0162	\$ 522,714
43	03270300008	MCDONALD CORP 012-0162	\$ 140,730
44	03270300009	LATHAM PROPERTIES %DC FINANCIAL SERVICES	\$ 521,840
45	03270300010	MONEYBAR INC	\$ 185,223
46	03270300045	TREECE DAVID L & JAR INVEST, & ROUNDHILL DEVEL INC ET AL	\$ 361,193
47	03270300046	TREECE DAVID L & JAR INVEST, & ROUNDHILL DEVEL INC ET AL	\$ 128,935
48	03270300038	SPIRIT MASTER FUNDING VII LLC	\$ 547,719
49	03270300042	MOTO-LAND CO	\$ 140,996
50	03270300043	MOTO-LAND CO	\$ 225,008
51	03270300044	CENTRAL ILLINOIS PUBLIC SERVICE CO	\$ 65,809
52	03270300041	DULANEY, VERNON TRUSTEE	\$ 598,306
53	03270300019	FAIRVIEW JAMBO AUTO LLC %KENTON CHILDS	\$ 279,174
54	03270300020	FAIRVIEW HEIGHTS REAL ESTATE LLC	\$ 288,201
55	03270300021	HOFFMAN HOLDING LLC	\$ 292,760
56	03270300022	HSC PROPERTIES LLC	\$ 350,977
57	03270300023	HSC PROPERTIES LLC	\$ 277,044
58	03270300033	PONTIAC GROUP LLC	\$ 107,698
59	03270300059	PONTIAC GROUP LLC	\$ 618,789
60	03270300060	PONTIAC GROUP LLC	\$ 158,633
61	03270301038	CITY OF FAIRVIEW HGTS	\$ -



PROPOSED ORDINANCE NO. 16-'25

**ORDINANCE DESIGNATING THE
FAIRVIEW HEIGHTS LINCOLN HWY AND 159 TIF**

WHEREAS, the City Council has heretofore in Ordinance No. 15-'25 adopted and approved the Tax Increment Redevelopment Plan and Project for the Fairview Heights TIF, with respect to which a public hearing was held on August 5th, 2025, and it is now necessary and desirable to designate the area referred to in said plan as the Fairview Heights TIF;

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAIRVIEW HEIGHTS, ILLINOIS, that the area described in the attached Exhibit A is hereby designated as Fairview Heights TIF pursuant to Section 11-74.4.4 of the Tax Increment Allocation Redevelopment Act:

All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

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

READ FIRST TIME: 09/02/2025

READ SECOND TIME:

PASSED:

APPROVED:

APPROVED:

Mark Kupsky, City Mayor

ATTEST:

Karen Kaufhold, City Clerk

Exhibit A

BOUNDARY DESCRIPTION Fairview Heights Lincoln Hwy and 159 TIF City of Fairview Heights, Illinois

Fairview Heights TIF Boundary
Legal Description
July 9, 2025

A tract of land being part of Sections 27 and 28, Township 2 North, Range 8 West of the Third Principal Meridian, County of St. Clair, State of Illinois, and being more particularly described as follows: Beginning at the northwesterly corner of Lot 112 of the First Addition to Capitol Oaks, reference being had to the plat thereof recorded in the St. Clair County Recorder's Office in Plat Book 52 on page 53, said point also being on the southerly right of way line of Federal Aid Interstate Route 64; thence southerly on the westerly line of said First Addition To Capitol Oaks, 740.00 feet to the northwesterly corner of Capital Oaks, reference being had to the plat thereof recorded in the St. Clair County Recorder's Office in Plat Book 43 on page 53; thence southerly on the westerly line of said Capitol Oaks, to the westerly extension of the southerly line of Lot 87 of said Capitol Oaks; thence easterly, on said westerly extension, 51 feet, more or less, to the easterly right of way line of Mount Vernon Drive (a.k.a. Washington Street); thence southerly on said easterly right of way line to the northerly right of way line of U.S. Route 50 (a.k.a. State Bond Issue Route, Lincoln Trail); thence easterly on a said northerly right of way line to the northerly extension of the easterly right of way line of Aubuchon Drive; thence southerly on said northerly extension and also on the easterly right of way line of Aubuchon Drive to the northwest corner Lot 84 of the First Addition to Patricia Gardens, reference being had to the plat thereof recorded in the St. Clair County Recorder's Office in Plat Book 58 on page 15; thence westerly on the northerly line of said First Addition to Patricia Gardens to the northeast corner of Patricia Gardens, reference being had to the plat thereof recorded in the St. Clair County Recorder's Office in Plat Book 55 on page 72; thence westerly on the northerly line of said Patricia Gardens to the northwest corner of said Patricia Gardens; thence southerly on the westerly line of said Patricia Gardens to the northeast corner of the First Addition to Countryside Lane, reference being had to the plat thereof recorded in the St. Clair County Recorder's Office in Plat Book 63 on page 31; thence westerly on the northerly line of said Countryside Lane First Addition to the westerly right of way line of Countryside Lane; thence southerly on said westerly right of way line, to the southeast corner of a tract of land described in the St. Clair County Recorder's Office in Document Number A02284397; thence westerly, on the southerly line of said tract of land described in A02284397, to the southwest corner of said tract of land described in A02284397; thence southerly, on the northerly extension of the easterly line of Upland Terrace, reference being had to the plat thereof recorded in the St. Clair County Recorder's Office in Plat Book 48 on page 53 to said easterly line of Upland Terrace; thence westerly, on the northerly line of said Upland Terrace, to the easterly right of way line of Judy Lane; thence northerly on said easterly right of way line to the easterly extension of the southerly line of Parcel Number 03-27.0-302-015 or a tract of land described in the St. Clair County Recorder's Office in Document Number A02816312; thence westerly on said southerly line to the easterly line of Orlando Place, reference being had to the plat thereof recorded in the St. Clair County Recorder's Office in Plat Book 50 on page 8; thence northerly on said easterly line of Orlando place to the northeast corner of Lot 18 of said Orlando Place; thence westerly on the northerly line of Lot 18 and the westerly extension thereof, to the northwest corner of Lot 3 of said Orlando Place; thence southerly on the westerly line of said Orlando Place and a westerly line of the First Addition to Orlando Place, reference being had to the plat thereof recorded in the St. Clair County Recorder's Office in Plat Book 51 on page 38, to the northerly right of way line of Cypress Drive (a.k.a. Plum Street); thence westerly on said northerly right of way line and the northerly line of Lot 29 of said First Addition to Orlando Place to the northwesterly corner of said Lot 29; thence southerly on a westerly line of said Orlando Place First Addition and a westerly line of the Third Addition to Orlando Place, reference being had to the

plat thereof recorded in the St. Clair County Recorder's Office in Plat Book 56 on page 53 to the northeast corner of Lot 23 of Walker Place, reference being had to the plat thereof recorded in the St. Clair County Recorder's Office in Plat Book 44 on page 3; thence westerly on the northerly line of said Lot 23 to the northwest corner of Parcel Number 03-27.0-300-064 or the northwest corner of a tract of land described in Document Number A01773714; thence southerly on the westerly line of said Parcel Number 03-27.0-300-064 or the westerly line of Document Number A01773714 and the southerly extension thereof to the southerly right of way line of Ashland Avenue; thence westerly on said southerly right of way line and the westerly extension thereof to the westerly right of way line of Illinois Route 159 (N. Illinois Street); thence northerly, on said westerly right of way line of Illinois Route 159, to the southerly right of way line of Malinda Drive; thence westerly on said Southerly right of way line of Malinda Drive to its intersection with the southerly extension of the westerly right of way line of Lanaghan Drive; thence northerly said westerly right of way line of Lanaghan Drive and the northerly and southerly extensions thereof to the northerly right of way line of U.S. Route 50 (a.k.a. Lincoln Trail); thence easterly on said northerly right of way line of U.S. Route 50 (a.k.a. Lincoln Trail) and the northerly right of way line of U.S. Route 50 (AKA Lincoln Highway) to a westerly line of Lot 1 of St. Clair Square Subdivision, reference being had to the plat thereof recorded in the St. Clair County Recorder's Office in Document Number A02705486; thence northerly and northwesterly on the westerly and southwesterly lines of said Lot 1 to a southeasterly corner of Lot 3 of said St. Clair Square Subdivision; thence northwesterly and westerly on the northeasterly and northerly line of said Lot 3 and the westerly extension thereof to a northwesterly corner of a tract of land described in the St. Clair County Recorder's Office in Deed Book 2333 on page 465, also being a southerly line of said Lot 1 to a northwesterly line of said tract described in Deed Book 2333; thence on the northwesterly line and a westerly line of said tract of land described in Deed Book 2333, also being a southeasterly and an easterly line of said Lot 1 respectively; thence westerly on a southerly line of said Lot 1 to the easterly right of way line of Illinois Route 159 (a.k.a. N. Illinois Street); thence northerly on said easterly right of way line of said Illinois Route 159; thence Northerly on said easterly right of way line to the westerly extension of the northerly line of said Lot 3 ; thence westerly on said westerly extension of Lot 3 to the westerly right of way line of said Illinois Route 159; thence northerly on said westerly right of way line of Illinois Route 159 and the northerly extension thereof to a point lying North 90 degrees 00 minutes 00 seconds West of the northwest corner of Lot 6 of said St. Clair Square Subdivision; thence South 90 degrees 00 minutes 00 seconds East to said northwesterly corner of Lot 6, also being on the southerly right of way line of Federal Aid Interstate Route 64; thence northeasterly and easterly on said southerly right of way line of said Federal Aid Interstate Route 64 to the Point of Beginning.

PROPOSED ORDINANCE NO. 17-‘25

**ADOPTING TAX INCREMENT FINANCING FOR THE FAIRVIEW HEIGHTS
LINCOLN HWY AND 159 REDEVELOPMENT PROJECT AREA**

WHEREAS, the City of Fairview Heights, Illinois desires to adopt tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et. seq., as amended, hereinafter referred to as the "TIF Act".

WHEREAS, the City of Fairview Heights has adopted a Tax Increment Redevelopment Plan and Project, designated the Fairview Heights TIF pursuant to the provisions of the TIF Act, and has otherwise complied with all other conditions precedent required by the TIF Act.

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

1. Tax increment financing is hereby adopted in respect to the Tax Increment Redevelopment Plan and Project for the Fairview Heights Lincoln Hwy and 159 TIF (the "Area") approved and adopted pursuant to Ordinance No. 15-‘25 of the City of Fairview Heights, which said Area was designated pursuant to Ordinance No. 16-‘25 and the boundaries thereof being legally described therein.
2. After the total equalized assessed valuation of taxable real property in the Fairview Heights TIF exceeds the total initial equalized assessed value of all taxable real property in the Fairview Heights Lincoln Hwy and 159 TIF, the ad valorem taxes, if any, arising from the levies upon taxable real property in the Fairview Heights Lincoln Hwy and 159 TIF by taxing districts and the rates determined in the manner provided in paragraph (c) of Section 11-74.4-9 of the TIF Act each year after the effective date of this Ordinance until the redevelopment project costs and all municipal obligations issued in respect thereto have been paid shall be divided as follows:
 - a. That portion of taxes levied upon each taxable lot, block, tract or parcel of real property which is attributable to the lower of the current equalized assessed value or the initial equalized assessed value of each such taxable lot, block, tract or parcel of real property in the Fairview Heights TIF shall be allocated to and when collected shall be paid by the County Collector to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.
 - b. That portion, if any, of such taxes which is attributable to the increase in the current equalized assessed valuation of each lot, block, tract or parcel of real property in the Fairview Heights Lincoln Hwy and 159 TIF over and above the initial equalized assessed value of each property in the Fairview Heights Lincoln Hwy and 159 TIF shall be allocated to and when collected shall be paid to the municipal treasurer who shall deposit said taxes into a special fund called "the Special Tax Allocation Fund for the Fairview Heights Lincoln Hwy and 159 TIF" of the City of Fairview Heights for the purpose of paying redevelopment project costs and obligations incurred in the payment thereof, pursuant to such appropriations which may be subsequently made.

3. All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.
4. This Ordinance shall be in full force and effect from and after its approval, passage, and publication as required by law.

READ FIRST TIME: 09/02/2025

READ SECOND TIME:

PASSED:

APPROVED:

APPROVED:

Mark Kupsky, City Mayor

ATTEST:

Karen Kaufhold, City Clerk

PROPOSED ORDINANCE NO. 18-25

AN ORDINANCE ESTABLISHING AND DESIGNATING THE LINCOLN HWY AND 159 BUSINESS DISTRICT AND APPROVING THE LINCOLN HWY AND 159 BUSINESS DISTRICT PLAN WITHIN THE CITY OF FAIRVIEW HEIGHTS, ILLINOIS

WHEREAS, the City of Fairview Heights, St. Clair County, Illinois (the “City”), is authorized under and pursuant to Division 74.3, the Business District Development and Redevelopment Law, 65 ILCS 5-11-74.3-1 through 3-7 (“the Business District Law”), to establish a business district to be named “Lincoln Highway and 159 District” (the “Business District”) and adopt and approve the related business district plan for said Business District (the “Business District Plan”); and

WHEREAS, the purpose of the Business District Plan and the designation of the Business District is to eradicate the blighting conditions that exist and to assure opportunities for development or redevelopment, encouraging private investment, and attracting sound and stable business and commercial growth to the Business District; and

WHEREAS, on July 24, 2025 and July 31, 2025 notice of a public hearing to consider the establishment of the Lincoln Highway and 159 District and adoption of the Business District Plan, dated May 7, 2025 were published in the St. Clair County Journal; and

WHEREAS, the City conducted a public hearing on August 5, 2025. At the public hearing, all interested persons were given the opportunity to be heard with respect to the subject matter of the public hearing.

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

Section 1. The City Council of the City of Fairview Heights makes the following additional findings:

- a. That the Lincoln Highway and 159 Business District, on the whole, has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed or redeveloped without the adoption of the Business District Plan.
- b. That the Business District Plan conforms to the comprehensive plan for the development of the City of Fairview Heights as a whole.
- c. There exist conditions that cause the area located within the Lincoln Highway and 159 District to be classified as a “blighted area” as defined in Section 11-74.3-5 of the Business District Law.

- d. The Lincoln Highway and 159 Business District is a contiguous area and includes only parcels of real property directly and substantially benefited by the proposed Business District Plan.

Section 2. The City hereby designates the area described in the attached **Exhibit A** as the **Lincoln Highway and 159 Business District**.

Section 3. The City hereby adopts and approves the **Business District Plan for the Lincoln Highway and 159 District**, dated May 7, 2025, attached hereto as **Exhibit B**.

Section 5. The City Clerk shall file a certified copy of this ordinance and attached exhibits with the Illinois Department of Revenue along with a current list of business addresses for the businesses located within the Business District.

Section 6. If any portion of this ordinance shall be held invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the remaining portions of this ordinance.

Section 7. This ordinance shall be in full force and effect immediately upon its passage, approval and publication as provided by law.

PASSED AND APPROVED this _____ day of _____, 2025.

YEAS:

NAYS:

ABSENT:

READ FIRST TIME: 09/02/2025

READ SECOND TIME:

PASSED:

APPROVED:

Mark Kupsky, Mayor

ATTEST:

Karen Kaufhold, City Clerk

Attachments:

Exhibit A: Boundary Description of the Lincoln Highway and 159 Business District

Exhibit B: Business District Plan, Lincoln Highway and 159 District, dated
May 7, 2025

Exhibit A
Boundary Description of the Lincoln Hwy and 159 Business District

Fairview Heights TIF Boundary
Legal Description
July 9, 2025

A tract of land being part of Sections 27 and 28, Township 2 North, Range 8 West of the Third Principal Meridian, County of St. Clair, State of Illinois, and being more particularly described as follows: Beginning at the northwesterly corner of Lot 112 of the First Addition to Capitol Oaks, reference being had to the plat thereof recorded in the St. Clair County Recorder's Office in Plat Book 52 on page 53, said point also being on the southerly right of way line of Federal Aid Interstate Route 64; thence southerly on the westerly line of said First Addition To Capitol Oaks, 740.00 feet to the northwesterly corner of Capital Oaks, reference being had to the plat thereof recorded in the St. Clair County Recorder's Office in Plat Book 43 on page 53; thence southerly on the westerly line of said Capitol Oaks, to the westerly extension of the southerly line of Lot 87 of said Capitol Oaks; thence easterly, on said westerly extension, 51 feet, more or less, to the easterly right of way line of Mount Vernon Drive (a.k.a. Washington Street); thence southerly on said easterly right of way line to the northerly right of way line of U.S. Route 50 (a.k.a. State Bond Issue Route, Lincoln Trail); thence easterly on a said northerly right of way line to the northerly extension of the easterly right of way line of Aubuchon Drive; thence southerly on said northerly extension and also on the easterly right of way line of Aubuchon Drive to the northwest corner Lot 84 of the First Addition to Patricia Gardens, reference being had to the plat thereof recorded in the St. Clair County Recorder's Office in Plat Book 58 on page 15; thence westerly on the northerly line of said First Addition to Patricia Gardens to the northeast corner of Patricia Gardens, reference being had to the plat thereof recorded in the St. Clair County Recorder's Office in Plat Book 55 on page 72; thence westerly on the northerly line of said Patricia Gardens to the northwest corner of said Patricia Gardens; thence southerly on the westerly line of said Patricia Gardens to the northeast corner of the First Addition to Countryside Lane, reference being had to the plat thereof recorded in the St. Clair County Recorder's Office in Plat Book 63 on page 31; thence westerly on the northerly line of said Countryside Lane First Addition to the westerly right of way line of Countryside Lane; thence southerly on said westerly right of way line, to the southeast corner of a tract of land described in the St. Clair County Recorder's Office in Document Number A02284397; thence westerly, on the southerly line of said tract of land described in A02284397, to the southwest corner of said tract of land described in A02284397; thence southerly, on the northerly extension of the easterly line of Upland Terrace, reference being had to the plat thereof recorded in the St. Clair County Recorder's Office in Plat Book 48 on page 53 to said easterly line of Upland Terrace; thence westerly, on the northerly line of said Upland Terrace, to the easterly right of way line of Judy Lane; thence northerly on said easterly right of way line to the easterly extension of the southerly line of Parcel Number 03-27.0-302-015 or a tract of land described in the St. Clair County Recorder's Office in Document Number A02816312; thence westerly on said southerly line to the easterly line of Orlando Place, reference being had to the plat thereof recorded in the St. Clair County Recorder's Office in Plat Book 50 on page 8; thence northerly on said easterly line of Orlando place to the northeast corner of Lot 18 of said Orlando Place; thence westerly on the northerly line of Lot 18 and the westerly extension thereof, to the northwest corner of Lot 3 of said Orlando Place; thence southerly on the westerly line of said Orlando Place and a westerly line of the First Addition to Orlando Place, reference being had to the plat thereof recorded in the St. Clair

County Recorder's Office in Plat Book 51 on page 38, to the northerly right of way line of Cypress Drive (a.k.a. Plum Street); thence westerly on said northerly right of way line and the northerly line of Lot 29 of said First Addition to Orlando Place to the northwesterly corner of said Lot 29; thence southerly on a westerly line of said Orlando Place First Addition and a westerly line of the Third Addition to Orlando Place, reference being had to the plat thereof recorded in the St. Clair County Recorder's Office in Plat Book 56 on page 53 to the northeast corner of Lot 23 of Walker Place, reference being had to the plat thereof recorded in the St. Clair County Recorder's Office in Plat Book 44 on page 3; thence westerly on the northerly line of said Lot 23 to the northwest corner of Parcel Number 03-27.0-300-064 or the northwest corner of a tract of land described in Document Number A01773714; thence southerly on the westerly line of said Parcel Number 03-27.0-300-064 or the westerly line of Document Number A01773714 and the southerly extension thereof to the southerly right of way line of Ashland Avenue; thence westerly on said southerly right of way line and the westerly extension thereof to the westerly right of way line of Illinois Route 159 (N. Illinois Street); thence northerly, on said westerly right of way line of Illinois Route 159, to the southerly right of way line of Malinda Drive; thence westerly on said Southerly right of way line of Malinda Drive to its intersection with the southerly extension of the westerly right of way line of Lanaghan Drive; thence northerly said westerly right of way line of Lanaghan Drive and the northerly and southerly extensions thereof to the northerly right of way line of U.S. Route 50 (a.k.a. Lincoln Trail); thence easterly on said northerly right of way line of U.S. Route 50 (a.k.a. Lincoln Trail) and the northerly right of way line of U.S. Route 50 (AKA Lincoln Highway) to a westerly line of Lot 1 of St. Clair Square Subdivision, reference being had to the plat thereof recorded in the St. Clair County Recorder's Office in Document Number A02705486; thence northerly and northwesterly on the westerly and southwesterly lines of said Lot 1 to a southeasterly corner of Lot 3 of said St. Clair Square Subdivision; thence northwesterly and westerly on the northeasterly and northerly line of said Lot 3 and the westerly extension thereof to a northwesterly corner of a tract of land described in the St. Clair County Recorder's Office in Deed Book 2333 on page 465, also being a southerly line of said Lot 1 to a northwesterly line of said tract described in Deed Book 2333; thence on the northwesterly line and a westerly line of said tract of land described in Deed Book 2333, also being a southeasterly and an easterly line of said Lot 1 respectively; thence westerly on a southerly line of said Lot 1 to the easterly right of way line of Illinois Route 159 (a.k.a. N. Illinois Street); thence northerly on said easterly right of way line of said Illinois Route 159; thence Northerly on said easterly right of way line to the westerly extension of the northerly line of said Lot 3 ; thence westerly on said westerly extension of Lot 3 to the westerly right of way line of said Illinois Route 159; thence northerly on said westerly right of way line of Illinois Route 159 and the northerly extension thereof to a point lying North 90 degrees 00 minutes 00 seconds West of the northwest corner of Lot 6 of said St. Clair Square Subdivision; thence South 90 degrees 00 minutes 00 seconds East to said northwesterly corner of Lot 6, also being on the southerly right of way line of Federal Aid Interstate Route 64; thence northeasterly and easterly on said southerly right of way line of said Federal Aid Interstate Route 64 to the Point of Beginning.

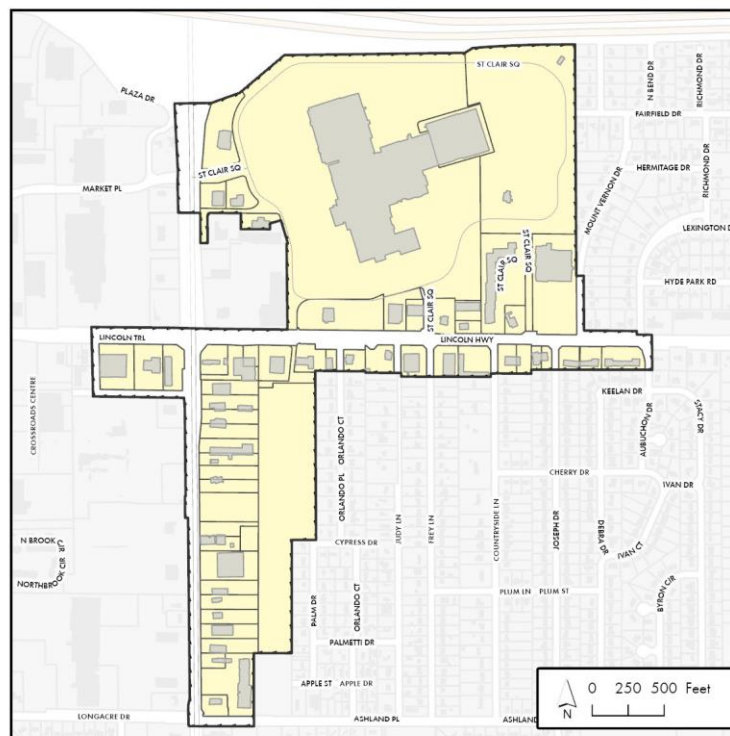
Exhibit B

**Business District Plan
Lincoln Hwy and 159 Business District**

DRAFT

BUSINESS DISTRICT PLAN

LINCOLN HIGHWAY AND IL-159 BUSINESS DISTRICT



PREPARED FOR:
Fairview Heights, Illinois

PREPARED BY:
PCAV PLANNERS
ST. LOUIS, MISSOURI

MAY 7, 2025

ACKNOWLEDGMENTS

MAYOR

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Frank Menn

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Barb Brumfield

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Bill Poletti

James Winkeler

Derrick King

CITY CLERK

Karen Kaufhold

DIRECTOR OF LAND USE & DEVELOPMENT

Dallas Alley

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SECTION I - INTRODUCTION

BACKGROUND AND PURPOSE

The City of Fairview Heights, St. Clair County, Illinois (the “City”) is considering the establishment of a new Business District. The City has long recognized the benefits of having a strong and diversified economic base and continuously promotes opportunities for private investment that result in sound and stable economic growth. The area being considered for a Business District (the “Project Area” or the “Area”), the boundary of which is displayed in Figure A – Redevelopment Project Area Boundary on Page 4, is herein referred to as the “Lincoln Highway and IL-159 Business District.” Refer also to the legal description contained in the Appendix as Attachment A.

The purpose of this document is to set forth a Plan (the “Business District Plan” or the “Plan”) to induce the redevelopment and improvement of approximately 176.4 acres of land, including rights-of-way, located near the I-64 and IL-159 interchange. The Project Area contains 62 total parcels of real property and is generally bounded by I-64 to the north, IL-159 to the west, the row of parcels directly south of Lincoln Highway/Trail between Langan Drive and Aubuchon Drive to the south, and the Schnucks and St. Clair Square properties to the east. There is also a row of parcels along the east side of IL-159 between Lincoln Highway and Ashland Avenue included in the area.

The Area is completely built-out with no vacant parcels, but there is a prevalence of deteriorated site improvements, buildings, and rights-of-way throughout the Area, and several buildings are partially or fully vacant. Located directly off I-64, the Area, which comprises the St. Clair Square mall and surrounding properties, as well as commercial properties fronting the major thoroughfares of Lincoln Highway/Trail and IL-159, is part of a regional commercial hub. The intent of this Business District is to relieve the blighted conditions of sites, buildings, infrastructure, utilities, and rights-of-way and to attract new business and economic activity to the Area.

The City has determined that the Business District Development and Redevelopment Law (65 ILCS 5/11-74.3-1, et. seq.) (the “Business District Law”) is an appropriate vehicle to be used as an inducement for funding a portion of the costs associated with improvement of blighted conditions and incentives for new economic activity. Designating the Area as a Business District will move the City, at least in part, toward completing a few of its goals listed in the City’s Comprehensive Plan, including the following:

- 1) Expand entertainment, dining, and lodging offerings along IL Route 159 corridor in the areas surrounding the I-64 interchange
- 2) Improve access management and traffic flow along the IL Route 159 corridor
- 3) Promote the redevelopment and repositioning of aging commercial properties along the Lincoln Highway corridor

Figure A - Redevelopment Project Area Boundary

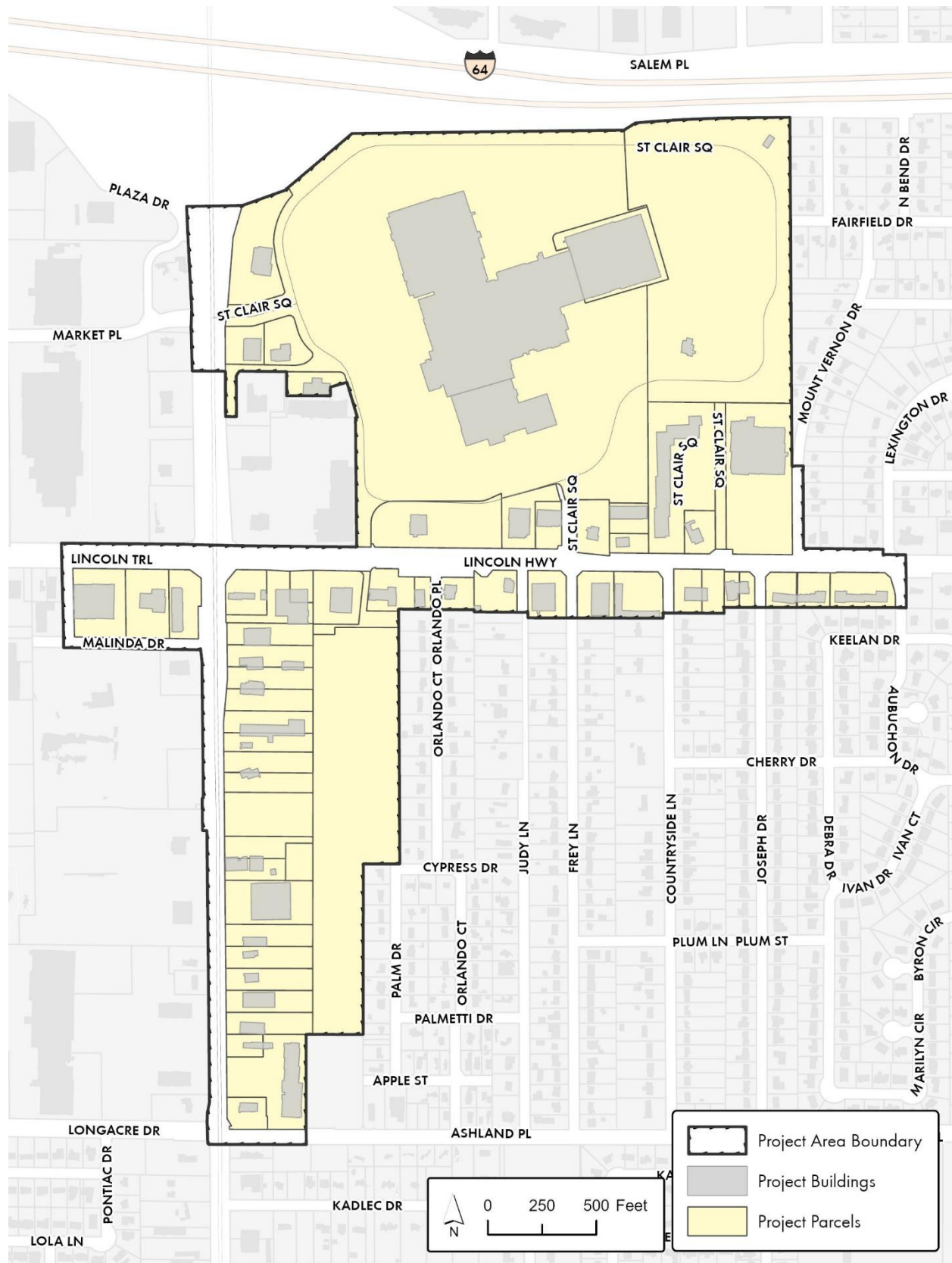
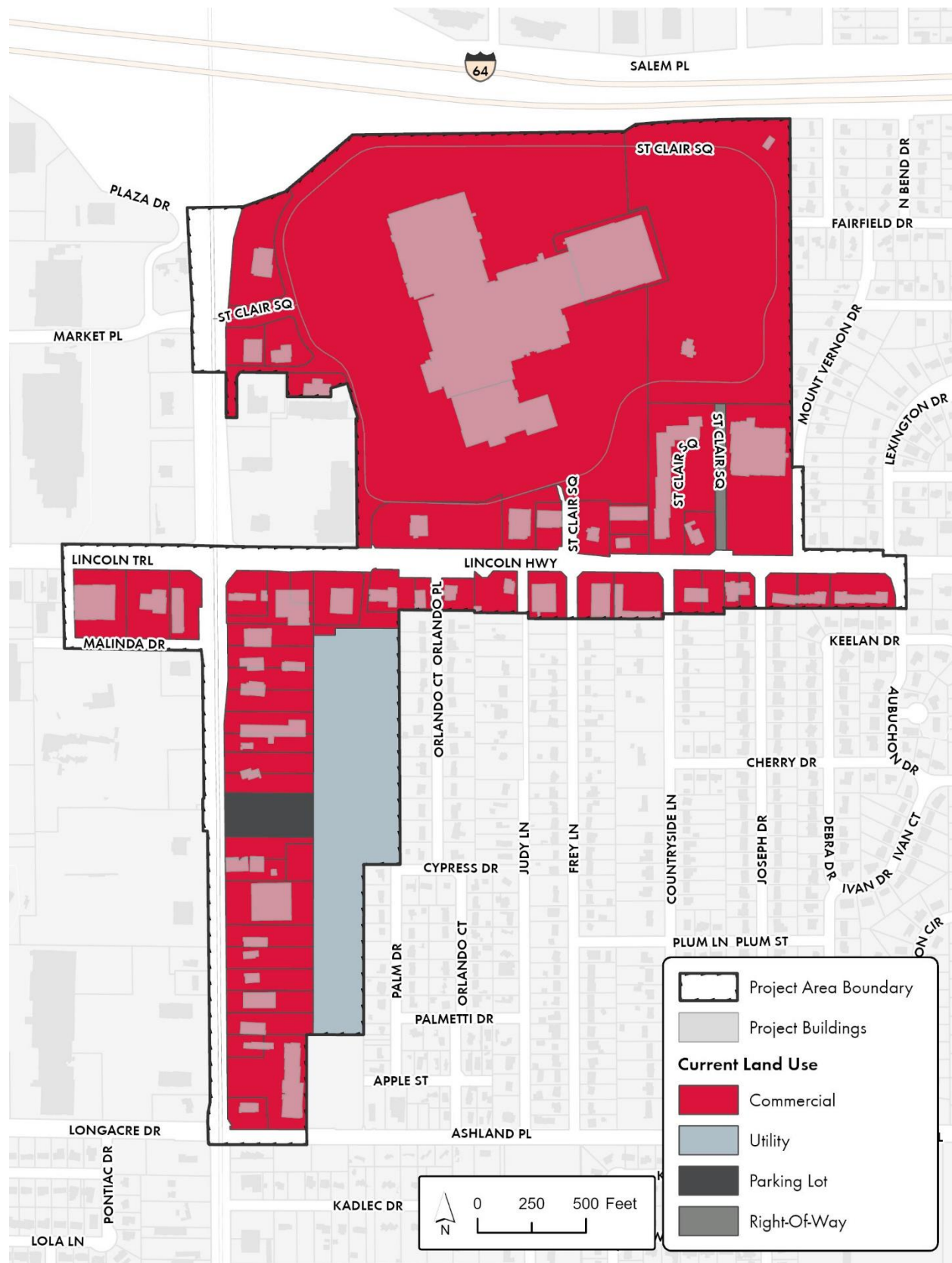


Figure B - Current Land Use



MUNICIPAL AUTHORITY

The Business District Law authorizes Illinois municipalities to designate an area within the municipality as a “Business District.” A Business District must be established in conformance with a specific plan officially approved by the corporate authorities of the municipality after a public hearing and must also conform to the municipality's Comprehensive Plan.

The exercise of the powers provided for in the Business District Law is dedicated to the promotion of the public interest and to the enhancement of the tax base of business districts. The use of such powers for the development and redevelopment of business districts is a public use essential to the public interest. In accordance with the Business District Law, the City may exercise the following powers:

- 1) To make and enter into all contracts necessary or incidental to the implementation and furtherance of a business district plan. A contract by and between the municipality and any developer or other nongovernmental person to pay or reimburse said developer or other nongovernmental person for business district project costs incurred or to be incurred by said developer or other nongovernmental person shall not be deemed an economic incentive agreement under Section 8-11-20, notwithstanding the fact that such contract provides for the sharing, rebate, or payment of retailers' occupation taxes or service occupation taxes (including, without limitation, taxes imposed pursuant to subsection 10) the municipality receives from the development or redevelopment of properties in the business district. Contracts entered into pursuant to this subsection shall be binding upon successor corporate authorities of the municipality and any party to such contract may seek to enforce and compel performance of the contract by civil action, mandamus, injunction, or other proceeding.
- 2) Within a business district, to acquire by purchase, donation, or lease, and to own, convey, lease, mortgage, or dispose of land and other real or personal property or rights or interests therein; and to grant or acquire licenses, easements, and options with respect thereto, all in the manner and at such price authorized by law. No conveyance, lease, mortgage, disposition of land or other property acquired by the municipality or agreement relating to the development of property, shall be made or executed except pursuant to prior official action of the municipality. No conveyance, lease, mortgage, or other disposition of land owned by the municipality, and no agreement relating to the development of property, within a business district shall be made without making public disclosure of the terms and disposition of all bids and proposals submitted to the municipality in connection therewith.
 - 2.5) To acquire property by eminent domain in accordance with the Eminent Domain Act.
- 3) To clear any area within a business district by demolition or removal of any existing buildings, structures, fixtures, utilities, or improvements, and to clear and grade land.

- 4) To install, repair, construct, reconstruct, or relocate public streets, public utilities, and other public site improvements within or without a business district which are essential to the preparation of a business district for use in accordance with a business district plan.
- 5) To renovate, rehabilitate, reconstruct, relocate, repair, or remodel any existing buildings, structures, works, utilities, or fixtures within any business district.
- 6) To construct public improvements, including but not limited to buildings, structures, works, utilities, or fixtures within any business district.
- 7) To fix, charge, and collect fees, rents, and charges for the use of any building, facility, or property or any portion thereof owned or leased by the municipality within a business district.
- 8) To pay or cause to be paid business district project costs. Any payments to be made by the municipality to developers or other nongovernmental persons for business district project costs incurred by such developer or other nongovernmental person shall be made only pursuant to the prior official action of the municipality evidencing an intent to pay or cause to be paid such business district project costs. A municipality is not required to obtain any right, title, or interest in any real or personal property in order to pay business district project costs associated with such property. The municipality shall adopt such accounting procedures as shall be necessary to determine that such business district project costs are properly paid.
- 9) To apply for and accept grants, guarantees, donations of property or labor or any other thing of value for use in connection with a business district project.
- 10) If the municipality has by ordinance found and determined that the business district is a blighted area under this Law, to impose a retailers' occupation tax and a service occupation tax in the business district for the planning, execution, and implementation of business district plans and to pay for business district project costs as set forth in the business district plan approved by the municipality.
- 11) If the municipality has by ordinance found and determined that the business district is a blighted area under this Law, to impose a hotel operators' occupation tax in the business district for the planning, execution, and implementation of business district plans and to pay for the business district project costs as set forth in the business district plan approved by the municipality.

ADDITIONAL STATUTORY PROVISIONS

In accordance with the provisions of the Business District Law stated above, a municipality may enter into contracts necessary or incidental to the implementation and furtherance of a Business District Plan. This contracting power includes entering into an agreement with a developer or other nongovernmental person that provides for the sharing, rebate, or payment of retailers' occupation taxes or service occupation taxes the municipality receives from the development or redevelopment of properties in the Business District.

Also, the corporate authorities of a municipality may impose a retailers' occupation tax, service occupation tax, or hotel operators' occupation tax by ordinance pursuant to subsection (10) or (11) of Section 11-74.3-3 of the Business District Law. However, in order to establish such taxes, the Business District area must qualify as a "blighted area" as that term is defined in Section 11-74.3-5 of said law:

"Blighted area" means an area that is a blighted area which, by reason of the predominance of defective, non-existent, or inadequate street layout, unsanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire or other causes, or any combination of those factors, retards the provision of housing accommodations or constitutes an economic or social liability, an economic underutilization of the area, or a menace to the public health, safety, morals, or welfare.

Furthermore, a Business District Plan shall be prepared. As defined in Section 11-74.3-5 of the Business District Law, a "Business District Plan" is the written plan for the development or redevelopment of the area identified as the District and must contain the following information:

- 1) a specific description of the boundaries of the proposed business district, including a map illustrating the boundaries;
- 2) a general description of each project proposed to be undertaken within the business district, including a description of the approximate location of each project and a description of any developer, user, or tenant of any property to be located or improved within the proposed business district;
- 3) the name of the proposed business district;
- 4) the estimated business district project costs;
- 5) the anticipated source of funds to pay business district project costs;
- 6) the anticipated type and terms of any obligations to be issued; and
- 7) the rate of any tax to be imposed pursuant to subsection (10) or (11) of Section 11-74.3-3 and the period of time for which the tax shall be imposed.

This document constitutes the Lincoln Highway and IL-159 Business District Plan. It sets forth the necessity for the designation of the Business District, the qualifications of the Project Area as a “blighted area,” a statement of objectives and policies to achieve these objectives, and a description of proposed projects for the Project Area.

SECTION II - ANALYSIS OF BLIGHTING FACTORS

QUALIFICATIONS ANALYSIS FOR THE BUSINESS DISTRICT

Because the City intends to implement an additional retailers' occupation tax, service occupation tax, and hotel operators' occupation tax of up to 1.0%, in accordance with the provisions of the Business District Law, an evaluation of the conditions within the Project Area was conducted. Data gathered for this analysis was derived from inspecting the conditions of the properties, buildings, and rights-of-way and information regarding sales tax revenue. The following discussion in this section of the Plan summarizes the existing conditions within the Project Area that allow it to qualify as a "blighted area" as defined by the Business District Law.

Predominance of Deterioration of Site Improvements

The Project Area is fully built-out with no vacant lots; however, there is a predominance of deterioration among the Area's site improvements, buildings, and rights-of-way. The Area contains 62 total parcels of land, of which 49 (79.0%) have some sort of site deterioration, which may include cracked, crumbling, broken, or weed-infested driveways, sidewalks or paths, parking or storage areas, curbs, or alleys. Additionally, many of the rights-of-way in the area show signs of deterioration and aging. Deteriorated site improvements are found throughout the Project Area, as is shown in Figure C - Existing Conditions on Page 11. Photographic evidence of the deteriorated conditions can be found in Attachment B in the Appendix.

Economic Underutilization of the Area that Represents an Economic Liability

One-third of buildings in the Project Area are partially or fully vacant currently, resulting in underutilization of these spaces. Of the 54 buildings in the Project Area, 18 (33.3%) were determined to be partially or fully vacant during field investigations. The underutilized and deteriorated properties in the Project Area are not contributing to reaching the goals of the City's Comprehensive Plan and represent an economic underutilization of the area. Additionally, underutilized properties create an economic liability for the City, as they are not producing the necessary revenue to fund public services and government functions.

QUALIFICATION SUMMARY AND FINDINGS

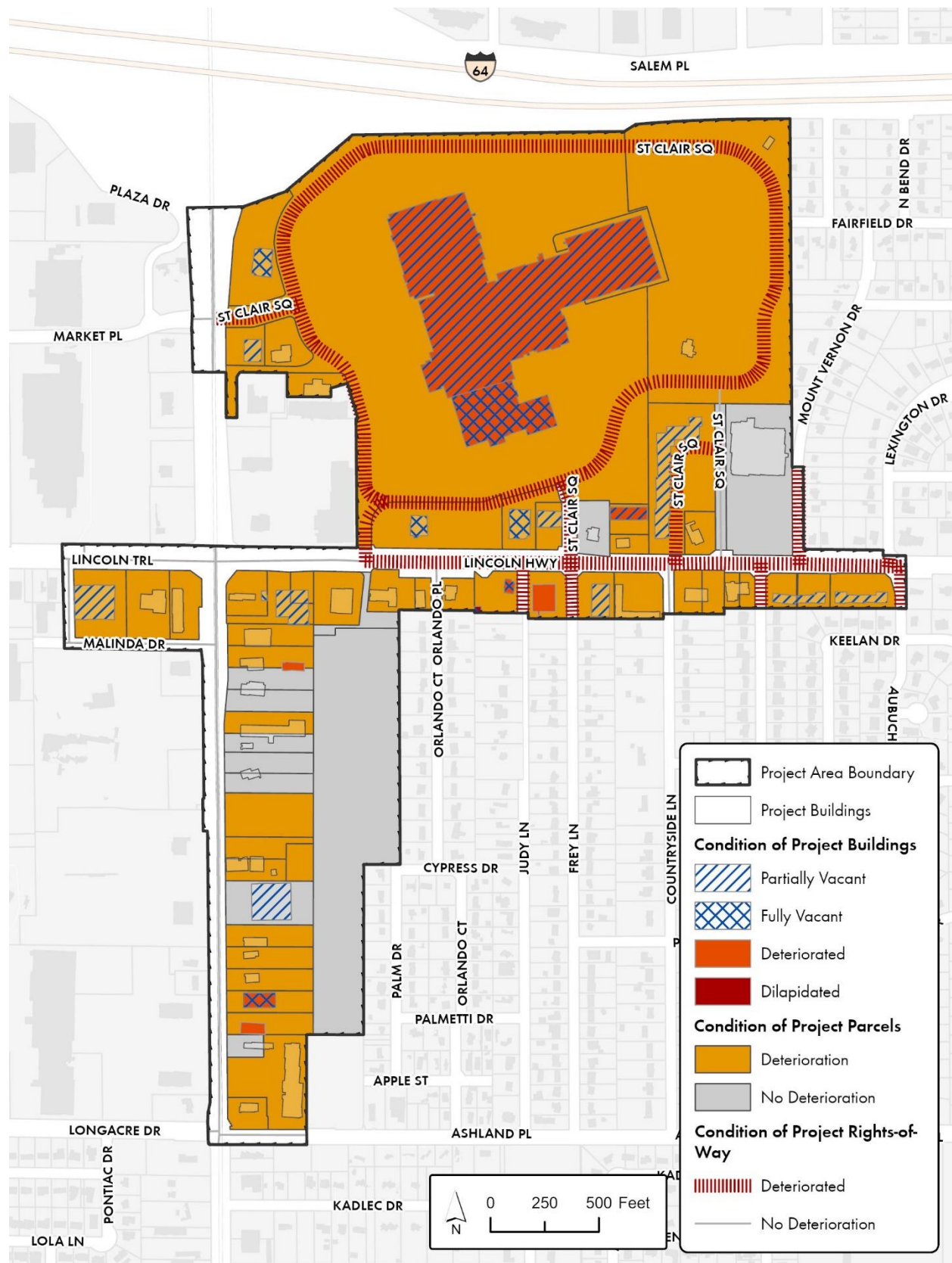
Based on the "blighted area" definition outlined in the Business District Law, there are enough conditions that represent the required qualifications. These include:

- 1) There is a prevalence of deteriorated site improvements, structures, rights-of-way, etc. throughout the Project Area; 79% of parcels in the Area have deterioration present.
- 2) It is likely the existing access and flow of traffic along IL-159 and Lincoln Highway/Trail is inadequate for future redevelopment and increased business activity in the Area.

- 3) Properties and buildings throughout the Project Area are experiencing deteriorated conditions and tenant vacancy, resulting in underutilization and an economic liability for the City.

Therefore, the Project Area meets the standards as a “blighted area” per Section 11-74.3-5(3) of the Business District Law for designation as a “Business District” for purposes of imposing a tax pursuant to subsections (10) or (11) of Section 11-74.3-3 of the Business District Law. The Project Area represents an area of the City, which by reason of deteriorated and aging site improvements, structures, and rights-of-way, constitutes an economic liability and underutilization of the area.

Figure C - Existing Conditions



SECTION III - BUSINESS DISTRICT PLAN AND PROJECT

The Project Area consists of approximately 176.4 acres of land. The boundaries of the Project Area are delineated in Figure A - Project Area Boundary on Page 4 and referenced in Attachment A in the Appendix.

PURPOSE OF THE PLAN

The purpose of the Business District Plan is to induce public and private investment in the redevelopment of properties, the remediation of blighted conditions, the improvement of infrastructure and utilities, and the attraction of new business and economic activity in the Project Area. The Plan establishes the objectives and policies for developing the Project Area.

Under the provision of the Illinois Business District Development and Redevelopment Law, the City intends to adopt all three of the Business District sales taxes as provided for in Section 11-74.3-3 (10) of the Business District Law at the level of 1.0%. The Plan also describes the proposed uses of the revenue to be generated by the Business District taxes and lays out policies for using Business District tax revenue to provide incentives to achieve the City's objectives for the Project Area.

BUSINESS DISTRICT OBJECTIVES

It is the overall objective of this Plan to encourage public and private investment in the Project Area. More specifically the objectives include:

Objective #1: Expand Fairview Heights' Economic Base

Use incentives to enhance the City's commercial base by improving and enhancing existing commercial properties and spaces and relieving blighted conditions in the Project Area, thereby encouraging new business activity and economic growth in this area of the City.

Objective #2: Encourage Investment and Grow the City's Existing Businesses

The Project Area contains many existing businesses that will benefit from added traffic and additional tax revenue that will result as the Project Area moves towards reaching its full potential.

Objective #3: Remedy Blighted Conditions

Eliminate the conditions that caused the Project Area to qualify as a "blighted area" as defined in Business District Law. In this case, that means making needed fixes and upgrades to the Project Area's existing site improvements, structures, utilities, and infrastructure.

GENERAL DESCRIPTION AND LOCATION OF PROPOSED PROJECT

As the Project Area is already built-out, the projects to take place in the Area will include the redevelopment of several aging, deteriorated properties and buildings, as well as much needed repairs and upgrades to the Area's structures, site improvements, utilities, and infrastructure. While these projects will take place throughout the Project Area, a large focus is on the St. Clair Square mall and immediate surrounding properties, which have seen significant decline, tenant turnover, and vacant commercial spaces over the last decade or so.

BUSINESS DISTRICT POLICIES

It is the intent of this Plan to foster development and redevelopment within the Project Area in a sound, ethical, and legal manner. The policies as set forth below are established to promote the objectives of the Business District Plan.

Development Agreements or Other Such Instruments

In order to ensure that development occurs in a manner consistent with this Plan, the City and businesses are expected to enter into development agreements or other such instruments that will establish the terms and conditions under which Business District financial incentives are to be provided. Such instruments may establish, among other things:

- 1) the development entity to receive the incentive,
- 2) the public and/or private improvements to be built, and
- 3) identification of the type and amount of project costs to be reimbursed from Business District sales taxes.

The City may enter into multiple development agreements or other such instruments with other developers if necessary to implement the Business District Plan.

Development Policies

Development within the Project Area should occur in a manner that is consistent with good urban planning practices, the City's economic development goals and objectives, and all applicable codes and ordinances. This Business District Plan is in accordance with the goals and directives laid out in the City's 2025 Comprehensive Plan.

Economic Incentive Policies

To induce private investment in the Project Area, the City intends to provide certain economic incentives to private parties. In providing such incentives, it is not the policy or intent of the City to create an unfair advantage of one business over a like-kind business. Instead, incentives will be used to help make projects feasible by helping to offset extraordinary project costs permitted in the Business District Law and as cited on the following pages.

It is the policy of the City to assign the revenue generated by each development to pay off Business District eligible costs and debt obligations incurred by that development before using those funds to pay for eligible costs elsewhere in the Project Area. This does not guarantee that each development is entitled to 100% of the Business District revenue it generates. The amount of Business District revenue obligated to each development is subject to the terms and conditions of their respective development agreements. The purpose of this policy is to reassure developers and businesses that their obligations will be paid in full, as Business District funds are available, before those funds are used elsewhere in the Project Area.

BUSINESS DISTRICT PROJECT COSTS

The following costs are anticipated to be incurred in implementing the Business District Plan and Project. The Business District Project(s) described above may entail a range of public and private activities and associated costs as provided for in Section 11-74.3-5 of the Business District Law, including without limitation the following:

- 1) Costs of studies, surveys, development of plans and specifications, implementation and administration of a business district plan, and personnel and professional service costs including architectural, engineering, legal, marketing, financial, planning, or other professional services, provided that no charges for professional services may be based on a percentage of tax revenues received by the municipality;
- 2) Property assembly costs, including but not limited to, acquisition of land and other real or personal property or rights or interests therein, and specifically including payments to developers or other nongovernmental persons as reimbursement for property assembly costs incurred by that developer or other nongovernmental person;
- 3) Site preparation costs, including but not limited to clearance, demolition or removal of any existing buildings, structures, fixtures, utilities, and improvements and clearing and grading of land;
- 4) Costs of installation, repair, construction, reconstruction, extension, or relocation of public streets, public utilities, and other public site improvements within or without the business district which are essential to the preparation of the business district for use in accordance with the business district plan, and specifically including payments to developers or other nongovernmental persons as reimbursement for site preparation costs incurred by the developer or nongovernmental person;
- 5) Costs of renovation, rehabilitation, reconstruction, relocation, repair, or remodeling of any existing buildings, improvements, and fixtures within the business district, and specifically including payments to developers or other nongovernmental persons as reimbursement for costs incurred by those developers or nongovernmental persons;

- 6) Costs of installation or construction within the business district of buildings, structures, works, streets, improvements, equipment, utilities, or fixtures, and specifically including payments to developers or other nongovernmental persons as reimbursements for such costs incurred by such developer or nongovernmental person;
- 7) Financing costs, including but not limited to all necessary and incidental expenses related to the issuance of obligations, payment of any interest on any obligations issued under this Law that accrues during the estimated period of construction of any development or redevelopment project for which those obligations are issued and for not exceeding 36 months thereafter, and any reasonable reserves related to the issuance of those obligations; and
- 8) Relocation costs to the extent that a municipality determines that relocation costs shall be paid or is required to make payment of relocation costs by federal or State law.

The City intends to provide economic development assistance through the funding and refinancing of certain development costs to be incurred by businesses and/or developers under the terms and conditions of development agreements in furtherance of the objectives of this Plan. Economic development assistance may include expenditures for public and private improvements as itemized in Table A - Estimated Business District Project Costs on Page 16.

Table A should not be construed to limit the ability of the City to enter into development agreements, which provide for other costs, additional costs, or a different distribution of these costs among the various line items. Specific limitations on such cost items and any distribution between them will be specified in development agreements by and between the City and any developer(s), property owner, or business tenant.

Table A - Estimated Business District Project Costs

Description	Estimated Cost
A. Public Works	\$15,583,000
<i>(Street improvements and other public improvements)</i>	
B. Property Assembly	\$7,791,000
<i>(Acquisition of land and other real and personal property)</i>	
C. Site Preparation	\$2,597,000
D. Construction of Buildings and Other Site Improvements	\$15,583,000
E. Building Renovation, Repair, and Retrofit	\$5,194,000
F. Planning, Legal, and Professional Services	\$1,299,000
G. General Administration	\$1,299,000
H. Relocation Costs	\$1,299,000
I. Financing Costs	\$1,299,000
J. Contingency (10%)	\$5,194,400
Total Estimated Costs	\$57,138,400

Notes:

1. All costs shown are in 2025 dollars.
2. Adjustments may be made among line items within the budget to reflect program implementation experience.
3. Municipal financing costs such as interest expense, capitalized interest and cost of issuance of obligations are not quantified herein. These costs are subject to prevailing market conditions and will be considered part of the total business district project cost if and when such financing costs are incurred.
4. Private redevelopment costs and investment are in addition to the above.
5. The total estimated business district project costs shall not be increased by more than 5% after adjustment for inflation from the date of the Business District Plan was approved, per subsection 11-74.3-2 (f) of the Business District Law.

SOURCES OF FUNDS TO PAY BUSINESS DISTRICT PROJECT COSTS

A portion of the funds necessary to pay for Business District project costs are to be derived from the following Business District Sales Taxes in accordance with Section 11-74.3-3 (10) of the Business District Law:

“...retailers' occupation tax and a service occupation tax in the business district for the planning, execution, and implementation of business district plans and to pay for business district project costs...”

and

“...a hotel operators' occupation tax in the business district for the planning, execution, and implementation of business district plans and to pay for the business district project costs...”

These taxes are to be imposed at the rate of 1.0% and are defined in Section 11-74.3-6 of the Business District Law as follows:

- 1) Business District Retailers' Occupation Tax upon all persons engaged in the business of selling tangible personal property, other than an item of tangible personal property titled or registered with an agency of this State's government, at retail in the business district at a rate not to exceed 1% of the gross receipts from the sales made in the course of such business, to be imposed only in 0.25% increments. The tax may not be imposed on food for human consumption that is to be consumed off the premises where it is sold (other than alcoholic beverages, soft drinks, and food that has been prepared for immediate consumption), prescription and nonprescription medicines, drugs, medical appliances, modifications to a motor vehicle for the purpose of rendering it usable by a disabled person, and insulin, urine testing materials, syringes, and needles used by diabetics, for human use.
- 2) Business District Service Occupation Tax shall also be imposed upon all persons engaged, in the business district, in the business of making sales of service, who, as an incident to making those sales of service, transfer tangible personal property within the business district, either in the form of tangible personal property or in the form of real estate as an incident to a sale of service. The tax shall be imposed at the same rate as the tax imposed in subsection (b) [Business District Retailers' Occupation Tax] and shall not exceed a rate of 1% of the selling price of tangible personal property so transferred within the business district, to be imposed only in 0.25% increments. The tax may not be imposed on food for human consumption that is to be consumed off the premises where it is sold (other than alcoholic beverages, soft drinks, and food that has been prepared for immediate consumption), prescription and nonprescription medicines, drugs, medical appliances, modifications to a motor vehicle for the purpose of rendering it usable by a disabled person, and insulin, urine testing materials, syringes, and needles used by diabetics, for human use.

- 3) Occupation tax upon all persons engaged in the business district in the business of renting, leasing, or letting rooms in a hotel, as defined in the Hotel Operators' Occupation Tax Act, at a rate not to exceed 1% of the gross rental receipts from the renting, leasing, or letting of hotel rooms within the business district,...excluding, however, from gross rental receipts the proceeds of renting, leasing, or letting to permanent residents of a hotel, as defined in the Hotel Operators' Occupation Tax Act, and proceeds from the tax imposed under subsection (c) of Section 13 of the Metropolitan Pier and Exposition Authority Act.

The City shall deposit the proceeds of the aforementioned taxes imposed into a special fund of the City to be named the “Lincoln Highway and IL-159 Business District Tax Allocation Fund”.

Other sources of funds that may be used to pay the costs of implementation of the Business District objectives include:

- 1) Private capital which is available through cash reserves or financing entities,
- 2) Improvements funded by third party tenants or users, and
- 3) Other sources of public financing that may be identified at such time in the future to fund project costs.

The City may issue, or may cause to be issued by another issuer, obligations secured by the Business District Tax Allocation Fund to provide for the payment of Business District project costs in accordance with the applicable portions of the Business District Law. Such obligations may be issued in one or more series, bear such date or dates, become due at such time or times as therein provided, but in any case not later than 20 years after the date of issue or the dissolution date of the Business District taxes imposed, whichever is earlier.

The term of the Business District taxes imposed shall be no more than 23 years after the date of adoption of the ordinance imposing taxes (see citation on the following page). For example, if the Business District taxes are approved on August 15, 2024, the municipality will adopt an ordinance rescinding the taxes before August 15, 2047. The Department of Revenue accepts documentation for imposing and rescinding Business Districts on April 1st and October 1st. If the documentation is submitted by October 1st, the Business District taxes shall be imposed the following January 1st, a delay of three months. Similarly, if the submission meets the April 1st deadline, the taxes shall be imposed the following July 1st.

If a municipality rescinds the Business District taxes before August 15, 2047, as in the previous example, they will meet the October 1, 2047 deadline and collection of Business District taxes would cease January 1, 2048. Due to the delay in distribution to municipalities of sales tax collections, the final payment from the Department of Revenue would be received by the municipality in the spring of 2047. The dissolution of the Business District shall take place no more than 270 days following payment to the municipality of the last distribution of taxes.

SECTION IV - FINDINGS AND AMENDMENTS

ESTABLISHMENT AND TERM OF THE BUSINESS DISTRICT

The establishment of the Business District shall become effective upon adoption of an ordinance by the City Council adopting this Plan. The Business District shall expire in accordance with the provisions of the Business District Law in Section 11-74.3-6 (f) that states:

When business district project costs, including, without limitation, all obligations paying or reimbursing business district project costs have been paid, any surplus funds then remaining in the Business District Tax Allocation Fund shall be distributed to the municipal treasurer for deposit into the general corporate fund of the municipality. Upon payment of all business district project costs and retirement of all obligations paying or reimbursing business district project costs, but in no event more than 23 years after the date of adoption of the ordinance imposing taxes pursuant to subsection (10) or (11) of Section 11-74.3-3, the municipality shall adopt an ordinance immediately rescinding the taxes imposed pursuant to subsection (10) or (11) of Section 11-74.3-3.

FINDINGS OF THE PLAN

The City hereby finds and determines as follows:

- 1) This Plan constitutes a specific plan for a Business District named the Lincoln Highway and IL-159 Business District in the City of Fairview Heights, St. Clair County, Illinois.
- 2) The designation of the Business District as identified in this Plan and the boundaries thereof delineated in Figure A - Project Area Boundary on Page 4, as well as described by the legal description contained in the Appendix as Attachment A, will assure opportunities for development and attraction of quality commercial growth to the City.
- 3) The Business District is contiguous and includes only parcels of real property directly and substantially benefited by this Plan.
- 4) The City's exercise of the powers provided in the Business District Law is dedicated to the promotion of the public interest and to the enhancement of the tax base of the Business District, and the use of the powers for the development and redevelopment of the Business District as provided in this Plan is declared to be a public use essential to the public interest of the residents of the City.
- 5) The Business District qualifies as a "blighted area" because the Area represents a portion of the City, which by reason of a predominance of deteriorated site improvements, structures, and

rights-of-way throughout the Project Area, as well as vacancy of commercial spaces, constitutes an economic liability and an economic underutilization of the Project Area.

- 6) The Business District, on the whole, has not been subject to growth and development through investment by private enterprises and would not reasonably be anticipated to be developed or redeveloped without the adoption of this Business District Plan (see “Economic Underutilization of the Area” in Section 2) and expansion of public services and utilities to the Area.
- 7) The land uses within the Lincoln Highway and IL-159 Business District Plan comply with all applicable codes and ordinances currently used by the City to regulate land use.

PLAN AMENDMENTS

The procedure for amending this Plan shall also be in conformance with the provisions of the Business District Law. After a municipality has by ordinance approved a Business District Plan and designated a Business District, the Plan may be amended, the boundaries of the Business District may be altered, and the taxes that were imposed may be altered.

Significant changes to the Business District Plan may be made by the municipality only after the municipality, by ordinance, fixes a time and place for, gives notice by publication of, and conducts a public hearing pursuant to the procedures set forth in the Business District Law. Significant changes are any change or amendment to the Business District Plan which:

- 1) Alters the exterior boundaries of the Business District,
- 2) Substantially affects the general land uses described in the Business District Plan,
- 3) Substantially changes the nature of any Business District Project,
- 4) Changes the description of any developer, user, or tenant of any property to be located or improved within the proposed Business District,
- 5) Increases the total estimated Business District Project Costs set out in the Business District Plan by more than 5% after adjustment for inflation from the date the Business District Plan was adopted,
- 6) Adds additional Business District Project costs to the itemized list of estimated Business District costs as approved in the Business District Plan, and/or
- 7) Imposes or increases the rate of any tax to be imposed.

Changes which fall under these requirements or thresholds may be done without further public hearings, provided the municipality give notice of the change or amendment in a newspaper within 30 days after the change or amendment was approved by ordinance by the municipality.

APPENDIX

ATTACHMENT A - LEGAL DESCRIPTION

ATTACHMENT B - PHOTOGRAPHIC EVIDENCE





PROPOSED ORDINANCE NO. 19-'25

AN ORDINANCE ESTABLISHING AND IMPOSING CERTAIN BUSINESS DISTRICT TAXES IN THE CITY OF FAIRVIEW HEIGHTS LINCOLN HIGHWAY AND 159 BUSINESS DISTRICT

WHEREAS, the City of Fairview Heights passed Ordinance No. 18-'25 Establishing and Designating the Lincoln Highway and 159 Business District and Approving the Lincoln Highway and 159 Business District Plan within the City of Fairview Heights, Illinois in accordance with the Business District Development and Redevelopment Law, 65 ILCS 5/11-74.3-1 through 11-74.3-7 (the “Business District Law”); and

WHEREAS, as part of Ordinance No. 18-25, the Corporate Authorities of the City made the requisite findings that the Lincoln Highway and 159 Business District qualified as a “blighted area” as defined in Section 11-74.3-5 of the Business District Law; and

WHEREAS, in furtherance of the Lincoln Highway and 159 Business District, the Corporate Authorities of the City desire to establish and impose a Business District Retailers’ Occupation Tax, a Business District Service Occupation Tax pursuant to Section 11-74.3-3 (10) of the Business District Law and an occupation tax upon all persons engaged in the business district in the business of renting, leasing, or letting rooms in a hotel, as defined in the Hotel Operators' Occupation Tax Act pursuant to Section 11-74.3-3 (11) of the Business District Law; and

WHEREAS, the City intends to use said tax to fund certain improvements within the Business District in accordance with the Business District Law and as set forth in the Lincoln Highway and 159 Business District Plan; and

WHEREAS, the Corporate Authorities of the City find and determine that it is in the best interests of the City and its residents to establish the taxes as set forth herein.

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

Section 1. The above stated recitals are incorporated by this reference.

Section 2. Business District Retailers’ Occupation Tax. A tax is hereby imposed to be known as the “Business District Retailers’ Occupation Tax” upon all persons engaged in the business of selling tangible personal property, other than an item of tangible personal property titled or registered with an agency of this state’s government, at retail within the boundaries of the Lincoln Highway and 159 Business District at the rate of one percent (1.0%) of the gross receipts from such sales made in the course of such business while this

ordinance is in effect. This “Business District Retailers’ Occupation Tax” shall not be applicable to the sales of food for human consumption which is to be consumed off the premises where it is sold (other than alcoholic beverages, soft drinks and food that has been prepared for immediate consumption) and prescription and non-prescription medicines, drugs, medical appliances, modifications to a motor vehicle for the purpose of rendering it usable by a disabled person, and insulin, urine testing materials, syringes and needles used by diabetics, for human use.

Section 3. Business District Service Occupation Tax. A tax is hereby imposed to be known as the “Business District Service Occupation Tax” upon all persons engaged, within the Lincoln Highway and 159 Business District, in the business of making sales of service, who, as an incident to making those sales of service, transfer tangible personal property within the business district, either in the form of tangible personal property or in the form of real estate as an incident to a sale of service. The tax shall be imposed at the same rate as the tax imposed in Section 2 above upon the selling price of tangible personal property so transferred within the business district. The tax may not be imposed on food for human consumption that is to be consumed off the premises where it is sold (other than alcoholic beverages, soft drinks, and food that has been prepared for immediate consumption), prescription and nonprescription medicines, drugs, medical appliances, modifications to a motor vehicle for the purpose of rendering it usable by a disabled person, and insulin, urine testing materials, syringes, and needles used by diabetics, for human use.

Section 4. Business District Hotel Operators’ Occupation Tax. A tax is hereby imposed to be known as the “Business District Hotel Operators’ Occupation Tax” upon all persons engaged in the Lincoln Highway and 159 Business District in the business of renting, leasing, or letting rooms in a hotel, as defined in the Hotel Operators’ Occupation Tax Act, 35 ILCS 145/1, et seq., at the rate of one percent (1.0%) of the gross rental receipts from the renting, leasing or letting of rooms within the Business District, excluding, however, from the gross rental receipts the proceeds of renting, leasing, or letting to permanent residents of a hotel, as defined in the Hotel Operators’ Occupation Tax Act.

Section 5. Notice to Illinois Department of Revenue. Within ninety (90) days of commencement of construction of the initial business to be located within the Lincoln Highway and 159 Business District, the City Clerk or other appropriate City staff, as assigned by the Mayor, are directed to provide the Illinois Department of Revenue (the “Department”) with a certified copy of this Ordinance and such other information required by the Department, so that the Business District Retailers’ Occupation Tax provided for in Section 2 above, and the Business District Service Occupation Tax provided for in Section 3 above may be administered and enforced by the Department, beginning on the following January 1 or July 1, depending on and subject to the IDOR notification deadlines provided for in the Business District Law. Thereafter, the appropriate City staff are directed to provide any address change, addition, or deletion of businesses located within the Business District to the Department on or before October 1 for administration and enforcement by the Department of the change beginning on the following January 1 and on or before April 1 for administration and enforcement by the Department of the change beginning on the following July 1.

Section 6. Lincoln Highway and 159 Business District Tax Allocation Fund.

All proceeds of the taxes imposed, civil penalties, and interest, which accrues from the Business District Taxes imposed hereby, shall be deposited into a special fund of the City to be called the “Lincoln Highway and 159 Business District Tax Allocation Fund” in accordance with the Business District Law.

Section 7. Enforcement.

The Illinois Department of Revenue shall have the authority to administer and enforce the Business District Retailers’ Occupation Tax and the Business District Service Occupation Tax imposed under Sections 2 and 3 of this Ordinance. The City shall have the authority to administer and enforce the Business District Hotel Operators’ Occupation Tax imposed under Section 4 of this Ordinance.

Section 8. Rescinding of Business District Taxes and Business District

Dissolution Date. When business district project costs, including, without limitation, all obligations paying or reimbursing business district project costs have been paid, any surplus funds then remaining in the Lincoln Highway and 159 Business District Tax Allocation Fund shall be distributed to the municipal treasurer for deposit into the general corporate fund of the City. Upon payment of all business district project costs and retirement of all obligations paying or reimbursing business district project costs, but in no event more than 23 years after the date of adoption of this Ordinance imposing the taxes pursuant to the Business District Law, the City shall adopt an ordinance immediately rescinding the taxes imposed. The dissolution date of the Lincoln Highway and 159 Business District shall be not later than 270 days following payment to the City of the last distribution of taxes as provided in Section 11-74.3-6 of the Business District Law.

Section 9.

If any portion of this ordinance shall be held invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the remaining portions of this ordinance.

Section 10.

This ordinance shall be in full force and effect immediately upon its passage, approval and publication as provided by law.

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PASSED AND APPROVED this _____ day of _____, 2025.

YEAS:

NAYS:

ABSENT:

READ FIRST TIME: 09/02/2025

READ SECOND TIME:

PASSED:

APPROVED:

Mark Kupsky, Mayor

ATTEST:

Karen Kaufhold, City Clerk

PROPOSED ORDINANCE NO. 20-'25

AN ORDINANCE AMENDING ORDINANCE NO. 1990-2025, PASSED ON APRIL 15, 2025 AND APPROVED ON APRIL 16, 2025; AN ORDINANCE ESTABLISHING A BUDGET FOR THE CITY OF FAIRVIEW HEIGHTS FOR THE FISCAL YEAR 2025-2026

WHEREAS, the City of Fairview Heights, St. Clair County, Illinois (the “City”) has the authority to create incentive districts under Illinois Law; and

WHEREAS, pursuant to the desire of the City Council of the City of Fairview Heights to create incentive districts, the Lincoln Highway and 159 TIF District (TIF #7), has been created; and

WHEREAS, pursuant to the desire of the City Council of the City of Fairview Heights to create incentive districts, the Lincoln Highway and 159 Business District, has been created; and

WHEREAS, in creating new incentive districts, and following standard accounting practices, the City must create new fund accounts within the overall City budget; and

WHEREAS, Illinois State Statutes provide for the transfer of funds between Tax Increment Financing Districts that are physically connects, and therefore the City desires to transfer funds from TIF #2 to TIF #7 to fund initial development planning and projects within TIF #7.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and City Council of the City of Fairview Heights, St. Clair County, Illinois, as follows:

Section 1. Amendment. Amendment of Ordinance No. 1990-2025, passed April 15 2025 and approved April 16, 2025, by creating Fund 027, TIF #7 Fund (Lincoln Hwy and 159); and

Section 2. Amendment. Amendment of Ordinance No. 1990-2025, passed April 15 2025 and approved April 16, 2025, by creating revenue Account #027-000-4-315-00, Interest Income; and

Section 3. Amendment. Amendment of Ordinance No. 1990-2025, passed April 15 2025 and approved April 16, 2025, by creating revenue Account #027-000-4-346-00, TIF Revenue; and

Section 4. Amendment. Amendment of Ordinance No. 1990-2025, passed April 15 2025 and approved April 16, 2025, by creating revenue Account #027-000-4-399-00, Inter-Fund Transfer; and

Section 5. Amendment. Amendment of Ordinance No. 1990-2025, passed April 15 2025 and approved April 16, 2025, by adding to Account #012-000-4-399-00, Inter-Fund Transfer, \$750,000.00; and

Section 6. Amendment. Amendment of Ordinance No. 1990-2025, passed April 15 2025 and approved April 16, 2025, by transferring \$750,000.00 from Account #012-000-4-399-00, Inter-fund Transfer to Account 027-000-4-399-00, Inter-Fund Transfer; and

Section 7. Amendment. Amendment of Ordinance No. 1990-2025, passed April 15 2025 and approved April 16, 2025, by creating expenditure Account #027-160-5-205-00, Legal Fees and allocating \$5,000.00; and

Section 8. Amendment. Amendment of Ordinance No. 1990-2025, passed April 15 2025 and approved April 16, 2025, by creating expenditure Account #027-160-5-206-00, Audit Fees and allocating \$3,500.00; and

Section 9. Amendment. Amendment of Ordinance No. 1990-2025, passed April 15 2025 and approved April 16, 2025, by creating expenditure Account #027-160-5-372-00, TIF Expenditures and allocating \$441,500.00; and

Section 10. Amendment. Amendment of Ordinance No. 1990-2025, passed April 15 2025 and approved April 16, 2025, by creating expenditure Account #027-160-5-503-00, Survey/Engineering and allocating \$50,000.00; and

Section 11. Amendment. Amendment of Ordinance No. 1990-2025, passed April 15 2025 and approved April 16, 2025, by creating expenditure Account #027-160-5-505-00, Street/Alleys and allocating \$250,000.00; and

Section 12. Amendment. Amendment of Ordinance No. 1990-2025, passed April 15 2025 and approved April 16, 2025, by creating Fund 028, Lincoln Highway and 159 Business District; and

Section 13. Amendment. Amendment of Ordinance No. 1990-2025, passed April 15 2025 and approved April 16, 2025, by creating revenue Account #028-000-4-315-00, Interest Income; and

Section 14. Amendment. Amendment of Ordinance No. 1990-2025, passed April 15 2025 and approved April 16, 2025, by creating revenue Account #028-000-4-346-00, Business District Revenue; and

Section 15. Amendment. Amendment of Ordinance No. 1990-2025, passed April 15 2025 and approved April 16, 2025, by creating revenue Account #028-000-4-399-00, Inter-Fund Transfer; and

Section 16. Amendment. Amendment of Ordinance No. 1990-2025, passed April 15 2025 and approved April 16, 2025, by creating expenditure Account #028-160-5-205-00, Legal Fees and allocating \$5,000.00; and

Section 17. Amendment. Amendment of Ordinance No. 1990-2025, passed April 15 2025 and approved April 16, 2025, by creating expenditure Account #028-160-5-206-00, Audit Fees and allocating \$3,500.00; and

Section 18. Amendment. Amendment of Ordinance No. 1990-2025, passed April 15 2025 and approved April 16, 2025, by creating expenditure Account #028-160-5-372-00, Business District Expenditures; and

Section 19. Amendment. Amendment of Ordinance No. 1990-2025, passed April 15 2025 and approved April 16, 2025, by creating expenditure Account #028-160-5-503-00, Survey/Engineering; and

Section 20. Amendment. Amendment of Ordinance No. 1990-2025, passed April 15 2025 and approved April 16, 2025, by creating expenditure Account #028-160-5-505-00, Street/Alleys; and

Section 21. Repeal. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 22. Passage. That this Ordinance shall become effective immediately upon its passage.

PASSED AND APPROVED this ____ day of _____, 2025.

YEAS:

NAYS:

ABSENT:

READ FIRST TIME: 09/02/2025

READ SECOND TIME:

PASSED:

APPROVED:

Mark Kupsy, Mayor

ATTEST:

Karen Kaufhold, City Clerk

PROPOSED ORDINANCE NO. 21-'25

AN ORDINANCE AUTHORIZING A REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF FAIRVIEW HEIGHTS, ILLINOIS AND HC FAIRVIEW, LLC FOR A REDEVELOPMENT PROJECT AT 1-26 PLAZA DRIVE 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 HC Fairview, 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, HC Fairview, LLC desires to undertake site improvements at 1-26 Plaza Drive, Fairview Heights, IL, 62208 and currently owns the real estate underlying the Project Area; and

WHEREAS, the Finance Committee of the City Council met on September 16, 2025 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 HC Fairview, 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

HC Fairview, LLC

Redevelopment of Retail Commercial Space

located at 1-26 Plaza Drive - Fairview Heights, Illinois



REDEVELOPMENT AGREEMENT

This Redevelopment Agreement (“Agreement”) dated as of _____, 2025, is made by and between the City of Fairview Heights, St. Clair County, Illinois, 10025 Bunkum Road, Fairview Heights, Illinois, 62208 (“City”), and HC Fairview, LLC, 73 White Bridge Road, Suite 103 #230, Nashville, TN 37205. 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 1-26 Plaza Drive, 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 \$194,248, including, but not limited to, acquisition, site clearance, construction, and site improvements to be completed no later than April 15, 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 April 15, 2026.
- (b) Maximum Reimbursement. The City shall remit to the Developer the requested TIF rebate set forth above, in an amount not to exceed a total reimbursement of \$62,606.00 to be rebated to the Developer upon completion of a certificate of completion.
- (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 or the Developer may direct in writing:

If to the City: Mayor Mark Kupsy 10025
Bunkum Road Fairview Heights,
IL 62208

If to the Developer: Will Hulshof
HC Fairview, LLC
73 White Bridge Road, STE 103 #230
Nashville, TN 37205

- (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_____, 2025.

Notary Public

My Commission Expires:_____

HC Fairview, LLC

By:

Will Hulshof
HC Fairview, 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 Will Hulshof, personally known to me to be the authorized representative of HC Fairview, LLC., located at 73 White Bridge Road, STE 103 #230 Nashville, TN 37205, 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 _____, 2025.

Notary Public

My Commission Expires:_____

APPENDIX 1

Application #: _____

Business Assistance Program Application**Applicant Information**

1. Name of Person Completing Application: Will Hulshof, President
2. Address: 73 White Bridge Road, STE 103 #230, Nashville, TN 37205
3. Phone Number: 915-247-9949
4. Fax Number: _____
5. Email: will@highlandcpt.com

Business Information

1. Business Name: HC Fairview LLC
2. Owner: Wyatt Woeltje, Principal/Member
 - a. Representative of owner: Will Hulshof, President
 - b. Does Representative have a financial interest in the project? ☐ Yes ☒ No
 - c. If yes, what is the percentage level of participation? _____%
3. State of Organization: Delaware
4. Address: 73 White Bridge Road, STE 103 #230, Nashville, TN 37205
5. Phone Number: 915-247-9949
6. Fax Number: _____
7. Email: will@highlandcpt.com wyatt@highlandcpt.com
8. Type of Business Entity: Limited Liability Company

Project InformationProvide the Street Address of the project: 1-26 Plaza Drive, 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? B-4
 Will the proposed project require a zoning amendment, variance, or special use permit? No
 If Yes, provide application numbers and dates for each application: _____
4. What is the nature of the proposed project?
 New Construction Expansion ☒ Occupancy of Existing Building
 If new construction specify as: Commercial; Residential; Industrial
5. Provide a narrative description of the proposed project (attach additional pages if necessary). Applicant must be as specific as possible in describing: (1) the type of business proposed to be conducted at the site; (2) current condition of the site including size and condition of any existing structures, environmental conditions, and past uses of the site; (3) proposed development/redevelopment activities, scope of work, type of construction, etc.; (4) financing; (5) why Business Assistance Program monies are necessary for completion of the project; and (6) how the project is consistent with the goals and objectives identified in the TIF Redevelopment Plan or Business District Plan.
Retail Redevelopment, National, Regional, and local retailers
~210,497 square foot shopping center, previously and currently retail, Class A
Financing involved, with Business Assistance Program monies needed to assist in
bringing the retailers into the center, Capital Expenditures, and costs for upgrades
Bringing in the retails benefits the center, community, and city via tax revenue
6. Are any public infrastructure improvements required for this project to proceed?
☒ YES ☐ NO. If Yes, describe improvements required:
Scope unknown, but likely sidewalks and roads
7. Will the applicant obtain competitive bids from local contractors and sub-contractors?
☒ YES ☐ NO

8. Identify: Project Start Date: TBD 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.):	\$	
Other:	\$	
TOTAL ESTIMATED PROJECT COST:	\$ TBD	(see attached)

* 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
03-28.0-200-046	1,328,145	\$85,743.72	1,460,959	\$94,318.92
03-28.0-200-062	1,438,823	\$92,888.98	1,582,705	\$102,177.87

Existing sales subject to sales tax: 0

Proposed sales subject to sales tax: 2,000,000

Existing number of FTE jobs: 0

Proposed number of FTE jobs: 10

Indicate the total amount of financial assistance requested (in current dollars): \$62,606.00

* 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.

Will Hulshof	<i>Will H</i>	President	2/26/2025
NAME		TITLE	DATE

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

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

All applications shall be submitted to Dallas Alley, CFM, at the address listed below.

If you have any questions, please contact:

Dallas Alley, CFM
 Director of Economic Development
 City of Fairview Heights
 10025 Bunkum Road
 Fairview Heights, IL 62208
 618.489.2061 (Office)
alley@cofh.org



CITY OF FAIRVIEW HEIGHTS

10025 BUNKUM ROAD ♦ FAIRVIEW HEIGHTS, ILLINOIS 62208 ♦ PHONE: 618.489.2000 ♦ WWW.COFH.ORG

Highland Capital TIF Application Cost Summary

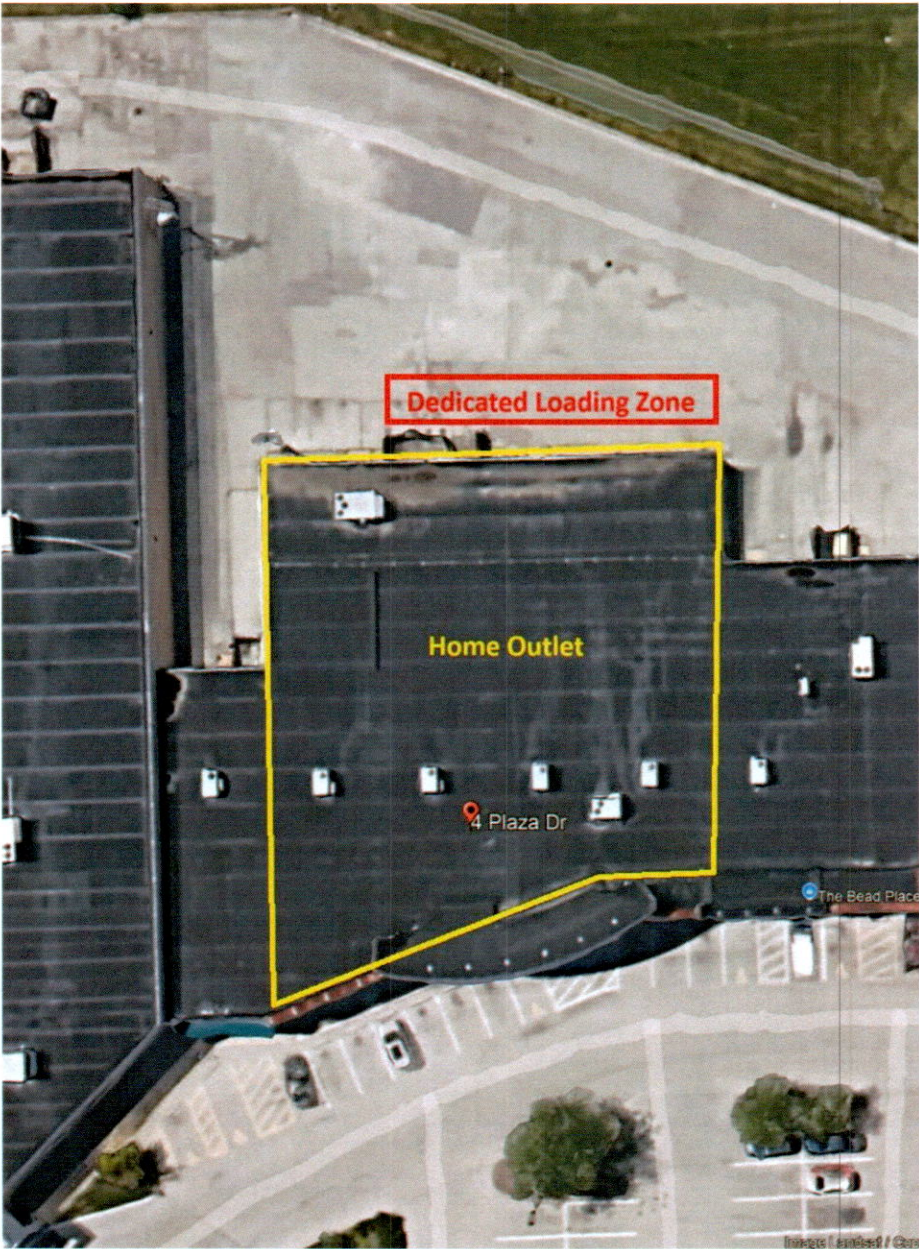
- City Permit Fees - \$450
- Fire Department Permit Fees - \$450
- Overhead Door Cost - \$5180.00
- HVAC Cost w/ additions & Labor - \$56526.00

- **Total: \$62606.00**

LANDLORD'S WORK

Fairview Heights, IL Scope of Work

1. Ensure space is 16,000+/- sqft.
2. Demo all in red on plan.
3. Construct a 10'x10' breakroom with drop ceiling, kitchen sink connections, 2x4 troffer LED light fixture, and one (1) duplex receptacle on each wall.
4. Construct a 10'x10' office with drop ceiling, 2x4 troffer LED light fixture, a half- light door and one (1) duplex receptacle on each wall.
5. Install a 12'W x 10'T OHD as shown on plan in blue.
6. Demo all flooring leaving a smooth bare concrete floor, free of tripping hazards and that will allow forklift traffic.
7. Patch/repair all drywall.
8. Paint all interior walls and columns a light uniform color. ECB to specify color.
9. Ensure all HVAC servicing the restrooms, break room, and office are controlled separately from the main area of space.
10. Ensure all HVAC throughout space is in good working order.
11. Ensure all electrical, mechanical, and plumbing are in good working order. This includes, but not limited to, all electric doors, lighting, and plumbing fixtures.
12. Ensure all light fixtures are in good working order and have working lamps.
13. Ensure all utilities are available in space and metered separately from the other spaces in the center.
14. Provide 15'x100' loading zone at rear of space and allow ECB to place a portable loading ramp. See attached.
15. Deliver space with a CO meeting all applicable codes.





Home Outlet Fairview Heights IL



Proposal



Phone. (618) 222-9084

5909 Cool Sports Road, Belleville, IL, 62223

Fax. (618) 222-9376

7/15/2025

Cambri Builders (home outlet -old payless store)
#3 thru 6 Plaza Dr.
Fairview heights IL

RE: Rooftop unit replacement units 3-2 and 3-6 for retail space and replace filters of existing units and 1 damaged belt

Scope: Replace (2) Carrier rooftop HVAC unit with Carrier 6-ton and 17.5 -ton rooftop HVAC unit as outlined Below

- Hoisting
- Demo existing units Per EPA guidelines
- Set new unit on existing curb for 6-ton and 17.5-ton on curb adapter (Carrier equipment)
- Reconnect to existing power and control wiring reuse existing control inside
- Reconnect to existing gas piping
- Install hail guards on both new units
- Install new condensate drain piping per code
- Removal of debris from Job site Start and check proper operation of new systems

Exclusions:

- Building upgrades
- Vandalism
- Overtime
- Replacement of existing power disconnect

Price complete includes tax exemption . . \$ 45,770.00 Economizer Option each: \$1,580.00

New disconnect option . . . \$ 770.00 each

"Customer agrees to pay 1 1/2% per month in finance charges on all balances not paid within thirty (30) days of purchase."

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only 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. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized

Signature Dean Carlton

Note: This proposal may be withdrawn by us if not accepted within 30 days

Acceptance of Proposal

-The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____

Signature _____



PCCO #001

Project: - Home Outlet - Fairview Heights, IL
3-6 Plaza Dr
Fairview Heights, Illinois 62208

Prime Contract Change Order #001: Owner Change Order 1 - HVAC Work

TO:	HC Fairview, LLC 73 White Bridge Rd. Ste. 103 #230 Nashville, TN 37205	FROM:	Cambri Builders 6400 Technology Center Drive, Suite 100 Indianapolis, Indiana 46278
DATE CREATED:	7/18/2025	CREATED BY:	Lee Buchanan (Cambri Builders)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
SCHEDULE IMPACT:		EXECUTED:	No
REVISED SUBSTANTIAL COMPLETION DATE:		SIGNED CHANGE ORDER RECEIVED DATE:	
CONTRACT FOR:	1:Home Outlet Contract	TOTAL AMOUNT:	\$56,526.00
DESCRIPTION:			
ATTACHMENTS:			

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
001	HVAC Work		\$56,526.00
Total:			\$56,526.00

CHANGE ORDER LINE ITEMS:

PCO # 001: HVAC Work

#	Budget Code	Description	Amount
1	15.Other Mechanical.Other Costs of Services	HVAC Cost	\$50,470.00
2	OH&P.Professional Services Overhead and Profit.Professional Services	OH&P	\$6,056.00
Grand Total:			\$56,526.00

The original (Contract Sum)	\$137,722.00
Net change by previously authorized Change Orders	\$0.00
The contract sum prior to this Change Order was	\$137,722.00
The contract sum would be changed by this Change Order in the amount of	\$56,526.00
The new contract sum including this Change Order will be	\$194,248.00
The contract time will not be changed by this Change Order.	

HC Fairview, LLC
73 White Bridge Rd. Ste. 103 #230
Nashville, TN 37205

Cambri Builders
6400 Technology Center Drive, Suite 100
Indianapolis, Indiana 46278

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

The Genuine. The Original.



Overhead Door Company of St. Louis
A DH PACE Company

General Office and Showroom
12046 Lackland Rd.
Maryland Heights, MO 63146
P 314-781-5200 • F 314-781-0938
OverheadDoorStLouis.com

PROPOSAL

Overhead Doors • High Speed Doors • Dock Equipment • Gate and Operator Systems

BUYER (and billing address if different from site):	PROJECT (site address):
Customer: Cambri Builders LLC Address: 6400 Technology Center Dr City: Indianapolis, IN 46278	Name: Project- Fairview Heights Address: 3-6 Plaza Dr City: Fairview Heights, IL 62208

Proposal #: RD072425Cambri				
Submitted By:	Rob Dobbelaire	Commercial Sales	(314) 220-3178	Rob.Dobbelaire@dhpace.com
Submitted To:	Lee Buchanan	Proposal Date:	7/24/2025	Net Price

FURNISH AND INSTALL:

We propose to furnish and install (1) 12'2" wide X 10'1" tall Overhead Door Company 426 series insulated sectional door. The door will be white in color, have 2" standard lift track, perimeter weather seals, 10,000 cycle springs, an inside slide lock, and a chain hoist for operation.

Total Price: \$4,625.00

Addendum E-2.

We have been placed on notice from our supplier partners that the recently announced international trade tariffs may be implemented suddenly and result in material surcharges for all new orders placed in addition to the quoted prices. This proposal is based on current pricing from Seller's suppliers and includes all price increases and surcharges levied by those suppliers and known by Seller as of the date of this proposal. This proposal is valid for acceptance for 30 days. The Seller reserves the right to require an approved change order before the order can be released into production to compensate for any supplier price increases or surcharges announced after the date of this Proposal and prior to the release of materials for fabrication. Seller will provide written documentation of the Supplier increase notice upon request.

The Genuine. The Original.



Overhead Door Company of St. Louis
A DH PACE Company

[Return to Agenda](#)

General Office and Showroom
12046 Lackland Rd.
Maryland Heights, MO 63146
P 314-781-5200 • F 314-781-0938
OverheadDoorStLouis.com

Clarifications / Exclusions

- Price includes all applicable state and local taxes.
- Terms: unless an account is established, 50% down, balance upon completion is required.
- All opening & structural preparation, including framing and finishes, and field painting by others.
- All electric including low voltage to be supplied and installed by others.
- Pricing assumes reasonable access will be provided. Other trades and finishes will be coordinated by customer as to not interfere with installation and testing.
- Price based on completing labor to be during the hours of 7:00am to 5:00pm, Monday through Friday. Should it be necessary to perform the work at a different time, an up-charge will be applied.
- Manufacturer's standard warranty applies. Warranties beyond the manufacturer's standard are specifically excluded. All materials and workmanship guaranteed against defects for one year.
- Proposal is subject to mutually agreeable contract terms.
- Excludes all permits, drawings, relocation of utilities, drywall repair, and painting.
- **Material and freight costs are anticipated to rise at unpredictable rates over the next several months.** This quotation is based on current pricing from our suppliers and includes existing or announced surcharges levied by the steel industry & freight carriers. Customer acknowledges proposals for projects with extended durations may incur additional costs due to costs incurred from unforeseeable future surcharges. With that in mind, we ask that the cost of the work be tethered to the Producer Price Index as published by the department of labor and statistics. More specifically, to the series ID# WPU101, Metals and metal products; iron and steel (https://data.bls.gov/timeseries/WPU101?data_tool=XGtable). Historically, every four points of rise in this measurement has translated into one percentage point of material cost.

The proposal described herein, including all price(s) quoted, is made conditionally upon Buyer's continued credit status and must be accepted by Buyer as made by Seller. To accept this Proposal, Buyer must date, sign and return the original copy hereof to Seller within 30 days after the date hereof. Unless expressly disclosed and stated, the amount of any sales and use tax is not included in this proposal.

Buyer acknowledges and agrees that each and all of the terms and conditions on Attachment A (**TERMS AND CONDITIONS**) are a part of this Proposal and that upon Buyer's acceptance of this Proposal shall constitute a valid and binding contract between the parties and all prior proposals, discussions and agreements respecting the subject matter hereof are cancelled. **DEPOSIT ON SPECIAL ORDER ITEMS IS NON-REFUNDABLE.**

BUYER ACCEPTANCE

TYPE OR PRINT NAME OF BUYER

SIGNATURE of: ☐ Owner ☐ Partner ☐ Officer (indicate which) _____

ACCEPTANCE DATE: ____/____/____
(MM / DD / YYYY)

Attachment A: TERMS AND CONDITIONS

Terms. The products ("Products") described in this contract and the labor necessary to install the Products ("Labor") are herein collectively referred to as the "Work".

Condition Precedent. Buyer and Seller agree that if, following Buyer's acceptance hereof, a contract is to be executed by them, Seller's performance hereunder shall be subject to the condition precedent that the terms and conditions of such contract are acceptable to Seller.

Scope of Work. Seller agrees to perform for Buyer the Work at the Project. Buyer acknowledges and agrees that: (i) the prices quoted by Seller for the Products are based upon plans, specifications, verbal information or sketches as indicated herein and the addenda hereto; and (ii) that the Work contemplated under this Proposal is fully and correctly described herein.

Unless included in the description of and prices quoted for Products, glass, glazing, painting and electrical wiring is excluded under this Proposal and will be provided only upon receipt of a supplemental order signed by Buyer.

Proposal Price. Conditional upon Seller's prior approval of Buyer's credit, Buyer will pay Seller the unpaid balance for performance of the Work within 30 days of the date of Seller's invoice. If performance of the Work extends over 30 days, Buyer agrees to pay Seller progress payments under Seller's regular billing terms and if Products have been delivered to the Project or stored in a mutually agreed location, Buyer agrees to pay an amount not to exceed 90% of the Proposal Price in payment of the cost of such Products.

If payment of any sum is not made when and as due under this Proposal, Buyer shall pay interest on such delinquent sums at the rate of 1.50% per month or, the highest contract rate allowed under applicable law.

If following Buyer's default Seller refers this account to an attorney for collection, Buyer agrees to pay all attorneys' fees incurred by Seller whether or not a lawsuit for collection is instituted, and all other costs of collection and litigation.

Contract Time. Installation dates are estimates only and Seller cannot guarantee commencement of Work or completion thereof on any given date. Completion dates cannot be given until Seller has been furnished with complete approved drawings and any additional information it may request. Seller shall not be liable for total or partial failure to complete or for any delay in delivering Products or Labor under this Proposal. Seller shall not be liable in any event for any special or consequential damages on account of failure or delay in performance regardless of cause.

Work Performance. Performance of the Work will be made by Seller in a prompt manner but Seller cannot be responsible for damage or delay due to acts of God, accidents, civil disturbances, delays in transportation by common carrier, strikes, war, unavailability of material or other cause beyond the reasonable control of Seller.

If Products are installed before a finished floor is completed, warranty is limited and Seller assumes no responsibility for fitting the Product to the floor. An additional charge may be made to Buyer for returning to the Project for adjustments to the Product.

Seller assumes no responsibilities for failure of installation of the Product due to structural deficiencies in an existing building. Buyer shall prepare the Project for installation in accordance with requirements of Seller.

If special work, requiring additional material and labor is required to meet conditions other than those specifically described in this Proposal, Buyer agrees to pay an additional charge therefore.

Seller shall be allowed uninterrupted and exclusive access to the Project during performance of the Work.

No Product may be returned without Seller's prior written approval. All Product returned is subject to a minimum of 25% restocking fee.

Cancellation. In the event Buyer cancels this Proposal after the Seller has commenced Work, Buyer shall forfeit the amount of the down payment given to Seller at the time of the execution of this Proposal, and in addition, shall pay to the Seller such proportion of the total Proposal Price as the amount of Work bears to the total amount of Work agreed upon to be furnished under this Proposal, plus a sum equal to 25% of the total Proposal Price as liquidated damages, which amount is to be paid within 30 days from the date of such cancellation.

In the event of Buyer's insolvency this Proposal shall be cancelled and Seller shall have no further obligations to Buyer hereunder.

Insurance. Seller shall carry workmen's compensation and public liability insurance to cover the Work. Seller shall not be liable to indemnify, hold harmless or protect in any way the Buyer, or any other party involved in the Work, whether an employee of Seller or Buyer or any third party, except to the extent of the workmen's compensation and public liability insurance maintained by Seller.

Buyer shall keep the Project adequately insured against any loss to Seller by reason of damage to Seller's Product or Work or Seller's vehicles, equipment and tools by vandalism, fire, water, windstorm and any other occurrence during the course of Work.

Alterations. Any alterations or modifications initiated by Buyer must be agreed upon between the parties and the price fixed by them before work on such alteration or modification shall commence. Payment for such alteration or modification shall be made at the time of the completion of the Work.

Permits and Licenses. Buyer shall be responsible for securing the necessary permits and licenses for the Work at Buyer's own cost and expense.

Warranties. Seller warrants the Product sold to be free from defects in material and workmanship under normal and intended use and service. This warranty extends only to the Buyer and expires one year after the date of delivery or installation of the Product by Seller.

Parts and labor for service work are warranted for the following periods: All replacement parts 90 days; labor-service 30 days. Seller's sole obligation is limited to repairing or replacing any parts which shall be determined by Seller to be defective and is conditioned upon Buyer giving notice of any such defect to Seller within the warranty period. If Seller concludes that repair or replacement is necessary, Seller will commence work within a reasonable time after the decision to repair or replace is made.

This warranty does not apply to any Product which has been altered or repaired by any person not authorized by the Seller or which has been subjected to misuse, neglect or accident.

Seller assumes no liability for incidental or consequential damages. Warranties implied by law are limited to duration to one year period described above.

Wood Products will be guaranteed only if properly protected within 10 days of delivery or installation by Seller with a prime and finish coat of manufacturer's recommended paint.

No warranty will be honored unless the Proposal Price has been paid in full, including any applicable service charges.

Modification of Proposal. Any modification of this Proposal or additional obligation assumed by either party in connection with this Proposal shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

Governing Law. It is agreed that this Proposal shall be governed by, construed and enforced in accordance with the laws of the state in which the Project is located.



Date: June 10, 2025

TO: Will Hulshof
will@highlandcpt.com

RE: Home Outlet White Box Work
4 Plaza Drive, Fairview IL
Revised – Alternate price for HVAC

Dear Will,

Thank you for the opportunity to submit our lump sum proposal to perform the Landlords Work to prepare the space at 4 Plaza Drive in Fairview Heights, IL, for a future Home Outlet Store, in accordance with Home Outlet Work Letter sent on May 20 and SOW Drawing by E.C. Barton & Co.

The scope of work is outlined on the following pages and illustrated on the attached sketch.

Our Lump sum cost for the base bid work is **\$154,859.00**

Alternate #1: To provide automatic operator to open the overhead door, Add **\$3,656.00**

Alternate #2: To provide HVAC for Office, Break and Restrooms, independent from remainder of the space, Add \$29,856.00. Details in scope of work, attached.

If this work is done concurrently with the HVAC repairs quoted on June 4, Deduct **\$7,200.00**

Please call if you have any questions.

Sincerely,

John C Gabbert
Senior Estimator
Guarantee Construction



Scope of work includes:

- See attached marked-up plan. I have verified the dimensions shown, and calculate the square footage at very close to 16,000 sf
- General Conditions – We include full time supervision, cleanup and dumpsters
- Demolition:
 - Remove approx. 4,131 sf of laminate flooring and 2,500 sf of VCT flooring
 - Grind all floor areas to remove flooring adhesives
 - Remove approx. 800 sf of drywall partition to deck and 928 sf of 8" CMU wall with applied drywall to deck
 - Remove approx. 230 sf of storefront at front vestibule, and drywall soffit above vestibule
 - Remove approx. 650 sf of acoustical ceilings at vestibule and open area
 - Remove 3 swinging doors and frames
 - Remove 28 lf of storage shelving and 10 lf countertop
 - Wood fencing at rear of building to remain as-is
 - Flooring and ceilings to remain in (2) restrooms
- Masonry:
 - Cut and patch in 8" Concrete Masonry Units at new overhead door opening at rear wall
 - Furnish and install steel lintel – double 3"x5" steel angles with 8" bearing each side at head of overhead door opening
- Doors:
 - Furnish and install (2) 3'x7' Prefinished solid core wood doors in hollow metal frames with locking finish hardware
 - Furnish and install (1) 12' wide x 10' high manual sectional overhead door, based on 26-gauge V-groove steel panel sections, polyurethane insulated with steel backing, 10K cycle torsion springs, 3" track, fully weather stripped.
 - Alternate: Add for automatic operator for overhead door
- Roofing: Under alternate 2, patching of roof for new HVAC unit and penetrations.
- Finishes:
 - Drywall –
 - Construct 410 sf of new drywall partitions at (2) 10' x 10' rooms as shown, based on 3 5/8" metal studs with 5/8" drywall, insulated, 10' high
 - Patch existing drywall perimeter walls, ready for paint – approx. 4640 sf
 - Furr out approx. 800 sf of existing masonry perimeter walls with 5/8" drywall on 7/8" furring channel
 - Acoustical ceilings – provide 200 sf of building standard 2x4 lay-in ceilings at two new 10'x 10' rooms
 - Paint – Paint perimeter walls a light uniform color to be determined. Paint new partitions and door frames
- Fire Protection – add sprinkler heads in each of (2) new 10'x10' rooms, tied to existing sprinkler piping



- Plumbing
 - Camera and locate Existing underground sanitary sewer.
 - Saw cut and remove concrete to tie onto existing underground sanitary for sink rough in.
 - Pour back concrete after underground inspection is complete.
 - Furnish and install SCH 40 PVC for underground and aboveground sanitary waste and vent piping.
 - Shut down main water supply and tie onto existing water supply above the ceiling for future sink rough in.
 - Tie in to existing hot water lines, no new water heater included.
 - Insulate domestic water lines.
 - Replace (2) wall-hung lavatories in existing restrooms, tie in to existing piping

- HVAC
 - Home Outlet Work Letter Item #10 – Ensure HVAC throughout is in good working order – this is addressed in a separate proposal sent June 4.
 - Work Letter Item #9 – Ensure HVAC servicing restrooms, office and break room are controlled separately from main space – Alternate #2 price includes the following:
 - New 2.0-ton, 3-zone Daikin Split System
 - 1 Condensing unit mounted on roof with pitch pocket for power and refrigerant lines
 - 2 Ceiling cassette, 1 for the office and 1 for the breakroom.
 - 1 Ducted concealed unit with ductwork and registers for the bathrooms.
 - Refrigerant piping
 - Condensate drains ran to nearest drain
 - Thermostat and wiring for each unit

- Electrical:
 - Electrical demolition/make safe for removal by others
 - (1) 2x4 LED flat panel for new office
 - (1) 2x4 LED flat panel for breakroom
 - (1) Single pole switch for new office
 - (1) Single pole switch for breakroom
 - (4) 120v Duplex receptacles for breakroom
 - (4) 120v Duplex receptacles for new office
 - (1) Homerun cable from electrical panels to new build out (4) dedicated circuits
 - (4) Single pole 20amp breakers
 - (1) Investigation of 4 hours for note #11 & 12
 - (1) Investigation of 4 hours for note #13
 - For item #12, the number of light fixtures to be repaired could not be assessed before above investigative work is done. We propose an allowance of \$150 per fixture time 60 fixtures (about 25% of the total) for \$9,000.00 total allowance, to be adjusted once the actual number is determined.
 - Alternate #1: New 20A circuit for overhead door operator, connect operator
 - Alternate #2: New 25A power circuit for new HVAC unit

PROPOSED ORDINANCE NO. 22-‘25

**AN ORDINANCE AMENDING ORDINANCE NO. 1990-2025, PASSED ON
APRIL 15, 2025 AND APPROVED ON APRIL 16, 2025; AN ORDINANCE
ESTABLISHING A BUDGET FOR THE CITY OF FAIRVIEW HEIGHTS FOR
THE FISCAL YEAR 2025-2026**

**NOW, THEREFORE, BE IT ORDAINED, by the Mayor and City Council of
the City of Fairview Heights, St. Clair County, Illinois, as follows:**

Section 1. Amendment. Amendment of Ordinance No. 1990-2025, passed April 15 2025 and approved April 16, 2025, by adding revenue to Account #001-000-4-355-00, Special Grants, \$408,512.00; and

Section 2. Amendment. Amendment of Ordinance No. 1990-2025, passed April 15 2025 and approved April 16, 2025, by creating expense to Account #001-110-5-105-00, Bonuses, \$290,000.00; and

Section 3. Amendment. Amendment of Ordinance No. 1990-2025, passed April 15 2025 and approved April 16, 2025, by creating expense to Account #001-110-5-320-00, Tech and Outside Services, \$40,012.00; and

Section 4. Amendment. Amendment of Ordinance No. 1990-2025, passed April 15 2025 and approved April 16, 2025, by creating expense to Account #001-110-5-302-00, Public Relations, \$13,500.00; and

Section 5. Amendment. Amendment of Ordinance No. 1990-2025, passed April 15 2025 and approved April 16, 2025, by creating expense to Account #001-115-5-112-00, Health & Life Ins., \$22,500.00; and

Section 6. Amendment. Amendment of Ordinance No. 1990-2025, passed April 15 2025 and approved April 16, 2025, by creating expense to Account #001-115-5-112-00, Health & Life Ins., \$22,500.00; and

Section 21. Repeal. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 22. Passage. That this Ordinance shall become effective immediately upon its passage.

PASSED AND APPROVED this _____ day of _____, 2025.

YEAS:

NAYS:

ABSENT:

READ FIRST TIME:

READ SECOND TIME:

PASSED:

APPROVED:

Mark Kupsky, Mayor

ATTEST:

Karen Kaufhold, City Clerk

PROPOSED RESOLUTION NO. 60-'25

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH BLUEBIRD NETWORK FOR THE LEASE OF DATA CENTER COLOCATION RACKSPACE AND SERVICES.

WHEREAS, the City of Fairview Heights is in need of **DATA CENTER COLOCATION RACK SPACE AND SERVICES**.

WHEREAS, BLUEBIRD NETWORK, 9201 Ward Parkway, STE 300, Kansas City, Missouri, 63045, has submitted a quote for **DATA CENTER COLOCATION RACKSPACE AND SERVICE**, in the amount of NINE THOUSAND, SIX HUNDRED AND SIXTY-DOLLARS (\$9,660.00) pursuant to the lease agreement attached hereto, made a part hereof and marked "EXHIBIT A";

WHEREAS, the funds for the lease of the **DATA CENTER COLOCATION RACKSPACE AND SERVICE** in the 2025-2026 City of Fairview Heights approved Budget;

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

That the Mayor be and hereby authorized to enter into a lease agreement with BLUEBIRD NETWORK, 9201 Ward Parkway, STE 300, Kansas City, Missouri, 63045, for the lease of DATA CENTER COLOCATION RACKSPACE AND SERVICE, in the amount of NINE THOUSAND, SIX HUNDRED AND SIXTY-DOLLARS (\$9,660.00) pursuant to the lease agreement attached hereto, made a part hereof and marked "EXHIBIT A."

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

PASSED:

APPROVED:

MARK T. KUPSKY – MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD – CITY CLERK



SERVICE ORDER

Customer Information	Bluebird Information
Customer: City of Fairview Heights	Missouri Network Alliance, LLC dba Bluebird Fiber ("Bluebird")
Order Contact: Kylee Matthews	Account Contact: Matt Graser
Email: kylee.matthews@cofh.org	Email: matt.graser@bluebirdfiber.com
Address: 10025 Bunkum Road Fairview Heights, IL 62208	Address: 9201 Ward Parkway, Suite 300 Kansas City, MO 64114
State or Fed Tax ID: 370918589	Order ID: 202407-18712

Order Type: Upgrade

Initial Service Term: Coterminal (see below)

Service & Pricing Schedule				
Services		Quantity	MRC	NRC
Service Type: Power Product: Kilowatt(s)	Location: 1904 Le Compte Rd Springfield, MO 65802	1	\$130.00	\$0.00
Circuit ID: SPBU-COLO-24004-01-SPBU				
Service Type: Electrical Circuit Installation Product: 208v 1 ph - 20 amp - A/B Tail	Location: 1904 Le Compte Rd Springfield, MO 65802	1	\$0.00	\$1,600.00
Circuit ID: SPBU-COLO-24004-01-SPBU				
Service Type: Colocation Space Product: Half Cabinet	Location: 1904 Le Compte Rd Springfield, MO 65802	1	\$500.00	\$500.00
Circuit ID: SPBU-COLO-24004-01-SPBU				
Total:			\$630.00	\$2,100.00

SCOPE AND SPECIAL CONDITIONS: This Service Order memorializes an upgrade to certain services provided to Customer pursuant to the Service Order by and between Customer and Bluebird dated December 27, 2023 (the "2023 Service Order"). Bluebird will provide the colocation space and power described above, and the "Pro-Location" services described in the 2023 Service Order shall be removed. Customer shall be responsible for relocating Customer's equipment to the new colocation space or may purchase Smart Hands services from Bluebird to assist with equipment relocation. Customer acknowledges and understands that monthly power usage in excess of 1 kW will be charged in arrears at \$0.217/kWh. Bluebird shall retain the right to pass through to Customer any and all cost increases related to Power that Bluebird incurs at any time during the Service Term. Customer shall be responsible for all cross connects. For clarity, the DIA services provided under the 2023 Service Order will not be impacted by this Service Order. All Services provided within Bluebird's data center are subject to an annual rate increase of four percent (4%).

SERVICE TERM: The initial term of the 2023 Service Order ("Initial Service Term") shall not be impacted by this Service Order. Thereafter, the 2023 Service Order shall automatically renew for successive one (1) year periods (each such period, an "Additional Service Term" and, together with the Initial Service Term, the "Service Term") unless terminated by either party upon thirty (30) days' written notice to the other party prior to the end of the Initial Service Term or Additional Service Term, as applicable.

TERMS AND CONDITIONS: Except as otherwise described herein, the 2023 Service Order remains in full force and effect. This Service Order and the 2023 Service Order are governed by the terms and conditions attached hereto as Exhibit A ("Terms and Conditions"). By signing below, Customer acknowledges that it has reviewed and agrees to the Terms and Conditions. Terms used in this Service Order but not otherwise defined shall have the same meanings ascribed to them in the Terms and Conditions. All Services are non-protected unless specifically described as protected in this Service Order. Services provided in whole or in part through a third party, such as a public utility, are subject to pass-through changes in accordance with changes imposed upon Bluebird by the applicable third party. Bluebird reserves the right to fulfill any obligations under this Service Order through one or more of its subsidiaries or affiliates.

Customer	Missouri Network Alliance, LLC
Authorized Signature:	Authorized Signature:
Name:	Name:
Title:	Title:
Date:	Date:

Exhibit A

STANDARD SERVICES TERMS AND CONDITIONS

These Standard Services Terms & Conditions ("Agreement") govern certain telecommunications services ("Services") provided by Missouri Network Alliance, LLC dba Bluebird Fiber, its subsidiaries, and certain affiliates ("Bluebird") to a customer purchasing Services as set forth on a service order ("Customer"). Bluebird and Customer may each be referred to as a "Party" and together as the "Parties."

1. Services. Bluebird shall provide Services to Customer as set forth on a service order issued by Bluebird and signed by both Parties ("Service Order"). Each Service Order must identify, at minimum, the Service type, monthly recurring charges ("MRC"), non-recurring charges ("NRC"), bandwidth (if applicable), and necessary contact information.
2. Term. This Agreement is effective upon the last signature on an applicable Service Order ("Effective Date") and will remain in full force and effect for as long as any Service Order governed by it remains in effect ("Agreement Term"). Each Service Order shall have its own term, which shall commence on the date on which Bluebird issues an Activation Notice ("Service Commencement Date") and continue in effect for the period set forth on the Service Order ("Initial Service Term"). Unless otherwise stated on the Service Order, at the conclusion of the Initial Service Term, the Service Order will automatically renew for consecutive one (1) year periods (each such period, an "Additional Service Term" and together with the Initial Service Term, the "Service Term") unless terminated by either Party upon thirty (30) days' written notice prior to the end of the Initial Service Term or Additional Service Term, as applicable. For clarity, the Service Term of a Service Order containing multiple Services shall commence upon the Service Commencement Date of the final Service installed.
3. Installation, Acceptance, and Customer Delay. By executing a Service Order, unless otherwise described therein, Customer authorizes Bluebird to immediately commence work related to the Services and to deliver, install, and activate the Services. Bluebird will issue a Service Activation Notice ("Activation Notice") when a Service is installed and ready for Customer's use. If Customer believes a Service has not been installed in accordance with the Service Order, Customer must provide a written rejection reasonably detailing the failure within three (3) days of the Service Activation Notice. Bluebird will investigate and, if needed, retest and/or reactivate the Service(s). Failure to properly reject a Service in accordance with this Section 3 shall constitute Customer's acceptance. Notwithstanding anything to the contrary, in the event Bluebird is unable to complete installation and/or activation of a Service due to Customer's failure to complete any applicable tasks necessary to allow Bluebird to complete Service activation, Bluebird may provide notice to Customer that it is unable to proceed due to Customer's delay and Customer shall have thirty (30) days to complete all necessary actions and obligations to allow for Service activation. In the event Bluebird remains unable to complete Service activation after the thirty (30) day period, Bluebird may elect to cancel the affected Service Order and Customer shall be responsible for an immediately payable fee equal to Bluebird's costs incurred in performance under the Service Order, including internal and any third-party costs, plus twenty percent (20%) ("Early Cancellation Liability"). Bluebird shall not be liable to Customer for any credits, penalties, or other obligations related to a Service to the extent caused by a Customer delay or non-readiness to receive Services.
4. Demarcation Points and Right of Entry. Customer is responsible for procuring and providing to Bluebird all necessary rights of entry, including building access rights and private easements, between the public right-of-way and the Demarcation Point in order for Bluebird to install, maintain, and repair Services at each location described on a Service Order ("Access Rights"). "Demarcation Point" means the physical point where Bluebird's obligation to provide a Service ends. Unless otherwise specified on the applicable Service Order, the Demarcation Point shall be the minimum point of entry ("MPOE"). The MPOE is the point at which Bluebird's cable enters the building or a Bluebird-designated handhole or manhole in the public right-of-way. If Customer requests an extension of the Demarcation Point beyond the MPOE, such extension must be memorialized within the Service Order or similar document agreed upon by Bluebird and Customer and additional charges may apply. Customer is responsible for all cross connects. Customer is responsible for providing to Bluebird sufficient and adequate space and environment ("Space") and power ("Power") on the premises to support the Services at no cost to Bluebird. Customer understands and acknowledges that any delay in Bluebird's receipt of Access Rights, Space, or Power may cause a delay in Service activation. Customer shall be responsible for all costs incurred by Bluebird related to Access Rights, Space, and Power, including any charges imposed upon Bluebird by the property owner, landlord, or designee. In the event Customer elects not to pay for charges related to Access Rights, Space, or Power, Bluebird may cancel the affected Service(s) and Customer shall be responsible for Early Cancellation Liability.
5. Payment Terms. Customer agrees to pay all undisputed charges set forth on the Service Order, including any applicable regulatory charges, surcharges, taxes, or third-party provider fees, by ACH or wire transfer within thirty (30) days of a Bluebird invoice. Any undisputed portion of an invoice not paid by the applicable due date shall be overdue and Customer shall incur a fee of 1.5% per month, or the maximum amount permitted by law, until the undisputed portions of the invoice are paid in full. If Customer disputes any amounts on an invoice, Customer must pay all undisputed amounts and provide written notice to Bluebird reasonably detailing the dispute within thirty (30) days of the date of Bluebird's invoice and failure to do so shall result in a waiver of all dispute rights related to that invoice except as otherwise required under applicable law. Any disputed amounts determined to be payable to Bluebird shall be due within ten (10) days of the dispute resolution. Bluebird reserves the right to suspend Services due to any non-payment until all overdue payments are made in full. MRC will be invoiced in advance on or around the first day of each month and the first invoice shall include the pro-rated amount of the prior month's MRC. MRC for Services provided for an Initial Service Term longer than sixty (60) months will be subject to an annual increase equal to four percent (4%). Unless otherwise noted on the applicable Service Order, NRC may be invoiced any time after the full execution of the Service Order.
6. Taxes and Fees. All charges set forth in a Service Order are exclusive of, and Customer shall be responsible for and agrees to pay, all applicable international, federal, state, and local use, excise, sales, value added, consumption, gross receipts, utility, access, franchise, and other taxes, fees, assessments, tariffs, duties, regulatory fees, and surcharges, including any state, local, or federal universal service fund fees, levied or imposed upon Bluebird or Customer in connection with the provision or use of the Services (collectively, "Taxes"). Taxes do not include taxes on Bluebird's net income. Bluebird shall not collect from Customer any Taxes with respect to which Customer has provided Bluebird with a valid exemption certificate prior to the imposition of such Taxes on Bluebird.
7. Site Condition Changes; Hazards. If there is a change to or unforeseeable condition at a location where Customer has requested Services that results in an increased cost to Bluebird, Bluebird may pass through such costs to Customer as an additional NRC, or as otherwise agreed to by the Parties. Such change may include discovery of a toxic or otherwise unsafe environment or determination that a particular location or Space will not suitably sustain Bluebird's facilities and/or equipment. Bluebird may suspend performance of any construction, installation, or onsite maintenance of any Service if Bluebird reasonably believes or finds evidence of any potentially harmful or hazardous material or condition until such time the potentially harmful circumstances have been sufficiently remediated. Bluebird shall not be liable for delays resulting from site condition changes or hazards.
8. Maintenance, Relocations, and Equipment Protection.
 - (a) Maintenance. Bluebird will perform all maintenance related to the Services. Bluebird will use commercially reasonable efforts to (a) provide Customer with at least three (3) days' notice prior to performing any routine, scheduled maintenance that Bluebird believes may affect Services, and (b) perform scheduled and non-emergency maintenance between the hours of 12:00 a.m. and 6:00 a.m., local time. Bluebird may perform emergency maintenance as needed and will coordinate with the Customer as practical under the circumstances to minimize any disruptive impact. In no event shall interruption for scheduled or emergency maintenance constitute a failure of performance by Bluebird.
 - (b) Relocations. If Bluebird determines or is required by a third party with authority to relocate all or any portion of the facilities, materials, or equipment used to provide Services to Customer, Bluebird shall provide Customer notice of any such relocation, if possible. Bluebird shall employ commercially reasonable efforts to accomplish the relocation and in coordination with Customer to the extent practical. If the relocation is necessitated solely by Bluebird, Bluebird shall be responsible for the cost of such relocation. If the relocation is necessitated by Customer, Customer shall be responsible for the cost of such relocation. If the relocation is necessitated by a third party, Customer shall pay its Proportionate Share of the costs. "Proportionate Share" means a fair and reasonable amount based on the total number of customers Bluebird serves using the relocated facilities as determined by Bluebird in good faith.
 - (c) Equipment. Customer shall not and shall not allow any facility, equipment, software, hardware, system, or material that is owned, leased, or otherwise operated or maintained by Bluebird ("Bluebird Equipment") to be rearranged, moved, removed, disconnected, altered, interfered with, or repaired without Bluebird's prior written consent. Nothing in this Agreement or a Service Order shall be construed as a transfer of ownership or similar rights from Bluebird to Customer. Customer is responsible for providing and maintaining at no charge to Bluebird an appropriate operating environment consistent with generally accepted industry standards on any premises where Bluebird Equipment is being used to provide Services to Customer. Customer shall promptly notify Bluebird of any matters relating to damage or impending damage to Bluebird Equipment or Service loss of use. Upon termination or expiration of a Service Term, Bluebird shall be given ample time to retrieve its equipment from any service location. Customer shall reimburse Bluebird for the replacement value of any Bluebird Equipment when (i) Customer does not allow Bluebird access to retrieve Bluebird Equipment, or (ii) Bluebird Equipment is damaged, lost, or stolen prior to Bluebird's retrieval or during return by Customer due to Customer's negligence or misconduct. Customer agrees that any terrestrial Bluebird equipment, including conduit, fiber optic cable, optronics, wires, handholes, or manholes, may, at Bluebird's discretion, remain intact and in place as constructed by Bluebird and shall remain the property of Bluebird at all times for Bluebird's sole access and use unless otherwise agreed to by the Parties in writing. This provision shall survive the termination of this Agreement.

9. Upgrades, Additions, and Portability. This Agreement contemplates the possibility of Customer adding to or upgrading Services provided to it by Bluebird. Any changes to Services may involve changes to MRC and NRC. Changes must be requested in writing and shall be memorialized on a Service Order or similar documentation signed by both Parties. Subject to fiber availability and Bluebird's discretion, Customer has the option to port a Service to a new location and Bluebird may waive applicable early cancellation or early termination charges so long as: (a) the new service location is "On-Net," meaning Bluebird will incur no construction or other implementation costs to provide Services to the new location; (b) the Parties enter into a new Service Order for a term equal to or greater than the Service Term being replaced; (c) the new Service Order contains the same or greater MRC as the Service Order being replaced; and (d) Customer pays an NRC for any construction, splicing, and other costs associated with the new Service Order, if applicable.
10. Service Level Objectives.
- (a) Availability. Bluebird maintains a goal of 99.99% availability on Services provided over Bluebird's network and strives to repair all service-impacting conditions within four (4) hours of discovery. All Services are non-protected unless described specifically on the Service Order as protected.
 - (b) Outage Credits. Customer may be eligible for a credit based on Service downtime (each event, an "Outage"). The credit amount is calculated by determining the percentage of time that a Service experiences an Outage, calculated as minutes within a calendar month, in relation to the total calendar monthly minutes of the Service ("Outage Minutes Calculation"). The amount of the credit is determined by multiplying the Outage Minutes Calculation by the applicable MRC for the applicable Service ("Outage Credit"). To receive an Outage Credit, Customer must (i) open a trouble ticket with Bluebird's NOC when the Outage begins, and (ii) request the Outage Credit in writing within sixty (60) days of the conclusion of the Outage by submitting a request to disputeresolution@bluebirdfiber.com. In no event shall credits be provided to Customer in an amount that exceeds the MRC for the affected Service. Except as otherwise described in this Section 10, Outage Credits shall be the sole and exclusive remedy of the Customer in the event of any disruption of Service and under no circumstances shall downtime be deemed an event of default.
 - (c) Third-Party Provider Credit. Notwithstanding anything to the contrary, in the event a Service is being provided by Bluebird through any third-party fiber or equipment, Customer shall not be entitled to any amounts in excess of what is provided to Bluebird by the applicable third-party. In that event, Customer shall receive a credit equal to the lesser of (i) an Outage Credit as described in Section 10(b), or (ii) a pass-through of applicable credits provided to Bluebird by the third-party.
 - (d) Outage Exclusions. An Outage shall not be deemed to have occurred in the event that the Service is unavailable or impaired due to or under any of the following circumstances: (i) Bluebird has not issued a Service Activation Notice for the Service; (ii) the negligence, error, or omission of Customer or others authorized by Customer to access, use, or modify the Service, or equipment used by Customer; (iii) power failure at the service location or the failure or poor performance of Customer-provided equipment; (iv) Bluebird is not afforded access to the premises and/or its facilities and such access is reasonably necessary to prevent a degradation or to restore Service; (v) Bluebird has communicated to Customer that the Service will be unavailable for maintenance or grooming purposes, or Customer has released the Service to Bluebird for installation; (vi) Customer elects not to release the Service for testing and/or repair and continues to use it on an impaired basis; (vii) a Force Majeure Event; (viii) Customer's use of any Service in an unauthorized or unlawful manner; (ix) damage to fiber or facilities caused by a third-party; (x) disconnect or suspension for cause; or (xi) incorrect, incomplete, or inaccurate documentation or direction from Customer.
11. Default.
- (a) Customer Default. Customer shall be in default under this Agreement in the event of any of the following: (i) Customer fails to make a payment of any undisputed amount and such failure continues for more than five (5) days after Customer receives written notice of such failure from Bluebird; (ii) Customer fails to comply with any material obligation, agreement, term, or provision of this Agreement or a Service Order not contemplated under subsection (i) above and such failure continues for more than thirty (30) days after receipt of written notice of such failure from Bluebird; (iii) Customer's use of a Service violates any law or causes Bluebird to violate any law; (iv) Customer becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation, or composition; (v) Customer's use of the Services causes any adverse impact on Bluebird's rights to occupy the property where Services or other Bluebird property is located; (vi) Customer's or its end-user's equipment, or anyone acting on Customer's behalf, interferes with the operational integrity of Bluebird's fiber, equipment, or network. In the event of such interference, Bluebird reserves the right to immediately take any steps to remedy the interference, including suspension of Services.
 - (b) Bluebird Default. Bluebird shall be in default in the event it fails to comply with any material obligation under this Agreement and such failure continues for more than thirty (30) days after receipt of written notice reasonably detailing such failure from Customer; provided however, that if such default cannot reasonably be cured within thirty (30) days and if Bluebird is proceeding promptly and with due diligence in curing the default, the cure period shall be automatically extended as may be necessary.
12. Early Termination. In the event that Bluebird terminates a Service Order for Customer Default or Customer cancels or terminates any Service or Service Order for any reason other than Bluebird Default, (a) Bluebird may immediately stop work and/or cease providing Services, (b) Customer shall not be entitled to a refund of any prior consideration paid; and (c) Customer shall pay an early termination fee to Bluebird which shall be equal to (i) 100% of the remaining monthly recurring charges plus (ii) any waived or otherwise unpaid NRC or special construction charges, plus (iii) any fees payable to third parties and attributable to the terminated services, if any, to the extent such fees are not captured by the amounts in subsection (i) and (ii) of this section (together, "Early Termination Liability"). Early Termination Liability shall be due and payable in accordance with Section 5. The Parties agree that Early Termination Liability is a reasonable estimate of liquidated damages and not a penalty.
13. Condemnation, Eminent Domain, Lack of Rights. In the event that any portion of the assets utilized to provide a Service becomes the subject of a proceeding by any governmental agency or other party having the power of eminent domain for public purpose or use, Bluebird and Customer shall be entitled, to the extent permitted by law, to participate in such condemnation or eminent domain proceeding for compensation by either joint or separate awards for the economic value of their respective interests in the Services that are subject to the condemnation or eminent domain proceeding. Bluebird may terminate any affected Service without liability to Customer if: (a) Bluebird's applicable franchise authority is cancelled or terminated; (b) Bluebird is prohibited from furnishing the Services by regulation, statute, court order, or ruling by any other federal, state or local governmental authority; or (c) Bluebird's pole attachment, conduit use, or other necessary rights are terminated or become subject to such restrictions or conditions that continuation of the applicable Service is impracticable, unreasonable, or prohibited.
14. Representations and Warranties. Customer represents and warrants that (a) it has full right and authority to enter into this Agreement and Service Orders governed by it; (b) the Customer name listed in any Service Order is a legally valid and existing business in the state in which Services are provided; and (c) neither Customer nor its end-users will use the Services in any manner in violation of any applicable laws, regulations, or Bluebird's Acceptable Use Policy, available at bluebirdfiber.com/regulatory/. In the event Bluebird reasonably believes that a violation of any warranty has or will occur, Bluebird may take any action that it deems appropriate and reasonable under the circumstances to protect its systems, facilities, customers, and/or third parties.
15. Indemnification. Customer agrees to defend, indemnify, and hold Bluebird and its affiliates, directors, officers, members, employees, and agents harmless from any and all liabilities, costs and expenses, including but not limited to, reasonable attorneys' fees ("Claims"), related to or arising from (a) any breach of this Agreement by Customer or its end-users; (b) the use of Services or the Internet or the placement of any message, information, software, or other materials on the Internet by Customer or its customers; (c) acts or omissions of Customer or its customers in connection with the construction, installation, maintenance, presence, use, or removal of systems, channels, equipment, or software not provided by Bluebird; (d) damage to any real or personal property, or personal injury (including death), caused by the negligence, act, or omission of Customer or Customer's end-user of the Services; (e) claims for infringement of any intellectual property right arising from the use of Services, equipment, software, apparatus, and systems not provided by Bluebird; and (f) any violation of Bluebird's Acceptable Use Policy.
16. Insurance. In the event Services are provided at a location owned, leased, or controlled (including possession as a tenant) by Customer, then throughout Service Term, each Party shall maintain and, upon written request, shall provide proof of adequate commercial general liability insurance covering all equipment, operations, and work related to the Services and applicable Bluebird Equipment and facilities. Such insurance shall be written on an occurrence coverage basis and shall provide coverage equivalent to or greater than one million dollars (\$1,000,000.00) per occurrence for bodily injury and property damage liability including coverage extension for blanket contractual liability or personal injury liability. Customer shall be responsible for ensuring that its insurer is not permitted to subrogate with respect to insurance carried by Bluebird.
17. Limitation of Liability. EXCEPT FOR CUSTOMER'S PAYMENT AND INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY (OR ITS AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS OR AGENTS) BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF REVENUE, PROFITS, CUSTOMERS, CLIENTS, OR GOODWILL, WHETHER IN CONTRACT, TORT, OR OTHERWISE AND REGARDLESS OF WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES AND THE DAMAGES WERE FORESEEABLE. In no event shall Bluebird's cumulative liability for claims related to this Agreement exceed the total amount paid by Customer to Bluebird within the one (1) month prior. Except as otherwise explicitly set forth in this Agreement, a Service Order, or service level agreement between the Parties, Bluebird shall not be liable for any failure or interruption in Services. Customer acknowledges and agrees that Bluebird has based its pricing on and entered into each Service Order in reliance upon the limitations of liability and disclaimers of warranties and damages in this Agreement and that such terms form an essential basis of the bargain.

18. **Disclaimer.** BLUEBIRD MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO ANY SERVICES PROVIDED TO CUSTOMER. BLUEBIRD SPECIFICALLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, THAT ANY CONTENT, INCLUDING CUSTOMER CONTENT OR THIRD-PARTY CONTENT, WILL BE SECURE OR NOT OTHERWISE BE LOST OR DAMAGED, AND PERFORMANCE OR INTEROPERABILITY OF THE SERVICES WITH ANY CUSTOMER EQUIPMENT OR SERVICES. BLUEBIRD MAKES NO WARRANTY REGARDING NETWORK SECURITY, ENCRYPTION, DATA INTEGRITY, OR DATA SECURITY. ALL WARRANTIES ARE EXPRESSLY DISCLAIMED BUT FOR THE WARRANTY TO USE COMMERCIAL REASONABLE EFFORTS TO REMEDY IMPAIRMENT. Customer acknowledges and agrees that because the flow of data to or from and through the Internet is dependent upon the performance of services provided or controlled by third parties, Bluebird cannot guarantee uninterrupted internet access and use. Bluebird will use commercially reasonable efforts to remedy impairment or disruption of Customer's access to the internet through Bluebird's Equipment.
19. **Force Majeure.** Bluebird shall not be liable with respect to any failure or delay in performing its obligations hereunder to the extent that such failure or delay is caused by acts of nature, God, wars, revolution, civil commotion, acts of public enemy, embargo, acts of government in its sovereign capacity, labor difficulties, strikes, slowdowns, picketing or boycotts, damage to fiber or facilities caused by a third party, delays caused by the inaction of utilities, local exchange carriers, cities, municipalities, or other political subdivisions in granting access to rights of way, poles, or any other required items, or any other circumstances beyond the reasonable control and not involving any fault or negligence of Bluebird (each, a "Force Majeure Event"). If a Force Majeure Event occurs, Bluebird shall be excused from performance under the applicable Service Order on a day-to-day basis during the continuance of such Force Majeure Event.
20. **Confidential Information.** The Parties agree not to disclose to a third party any Confidential Information furnished to it in connection with this Agreement. "Confidential Information" includes any information Bluebird regards as confidential or proprietary, including (a) all technical information and data, (b) product data and specifications, software, source codes, and other software information, processes, inventions, research projects, derivative works, and product development; (c) all business information, including accounting and financial information, sales and marketing information, research, investment analyses, investment strategies and techniques, investment transactions and holdings, plans or strategies, processing, equipment designs, clients, personnel, know-how, data and material used or licensed by Bluebird, including computer software, programming, research, financial information and analyses and the like, and documentation relating thereto; (d) Bluebird employee or customer information; (e) Bluebird's confidential information disclosed to Customer by third parties; (f) rates, terms, or other information relating to Services, and (g) any information which a reasonable person would deem to be confidential. Use of Confidential Information shall be limited to purposes of fulfilling a Party's obligations hereunder. Customer will not use Bluebird's name or the name of any Bluebird product or service publicly without Bluebird's prior written consent. Bluebird's Confidential Information shall remain its property and shall be either returned to Bluebird or destroyed promptly upon the termination of a Service or at Bluebird's request.
21. **Assignment.** Customer may not assign or otherwise transfer its rights or obligations under this Service Order without the prior written consent of Bluebird. Any attempted assignment in contravention of this provision shall be null and void. Bluebird may at any time, without consent but on written notice, assign its rights and obligations to (i) any Affiliate (as "Affiliate" is hereinafter defined), or (ii) a person, firm, corporation, partnership, association, trust or other entity which purchases all or substantially all of its assets whether via merger, sale, stock purchase, or other similar equity arrangement. This Service Order shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns. "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity.
22. **Notice.** All notices and communications concerning or relating to Services shall be in writing and addressed to the other party using the information listed below. If Customer's notice address information is not listed below, the notice address shall be any address associated with Customer as listed in a Service Order. Any notice or communication required or permitted to be given hereunder shall be in writing and may be delivered by hand, deposited with a nationally recognized overnight courier, sent by confirmed electronic mail, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the receiving party or to such other address as either Party may notify the other in writing from time to time. Such notice will be deemed to have been given as of the date given by hand or electronic confirmation, the day after deposit with a nationally recognized overnight courier, or five (5) days after it was mailed.

If to Bluebird Fiber:	If to Customer:
9201 Ward Parkway, Suite 300 Kansas City, MO 64114 Attn: Legal contract.management@bluebirdfiber.com	

23. **Miscellaneous.**
- (a) **Authorizations.** Without the other Party's prior written consent, neither Party shall refer to itself as an authorized representative of the other, use the other Party's logos, trademarks, service marks, carrier identification codes, or any variations thereof, or engage in any activity using or displaying the other Party's name or the Services, without the prior written consent of the other Party.
- (b) **Data Centers.** To the extent Services involve a Bluebird data center, Bluebird's Data Center Customer Guidelines and other terms and conditions, located at bluebirdfiber.com/agreements-and-guidelines/, are incorporated herein and made a part of this Agreement by reference.
- (c) **Customer Terms.** Any terms and conditions provided to Bluebird by Customer shall have no binding effect unless memorialized in a document signed by authorized representatives of both Parties.
- (d) **Data Transmission.** Because Bluebird acts only as a conduit for transmission of data, Bluebird explicitly disclaims any obligations related to Protected Health Information and the Health Insurance Portability and Accountability Act of 1996. Customer shall have responsibility and liability for all content Customer or any end-user transmits over Bluebird's network or while using the Services, and Customer agrees to indemnify and hold Bluebird and Bluebird's third-party providers harmless with respect to any claims therefrom.
- (e) **Ownership and Encumbrances.** Customer acknowledges that it has no title to any fiber, facilities, equipment, or materials provided by Bluebird and shall not in any way encumber the Services, cable, or any property that is the subject of or related to a Service Order.
- (f) **Governing Law and Exclusive Jurisdiction.** All terms shall be construed in accordance with the laws of the state of Missouri, without reference to its conflict of law provision. The obligations, rights, and remedies of the parties hereunder shall be determined in accordance with such laws. Any suit, action, or proceeding seeking to enforce any provision or based on any matter arising out of or in connection with this Agreement, must be brought in the appropriate courts in Jackson County, Missouri.
- (g) **Negotiated Agreement.** This Agreement and any related Service Orders have been fully negotiated and jointly drafted.
- (h) **Limited Effect of Waiver.** Any waiver or failure to enforce a provision of this Agreement or any Service Order shall not be construed as a general waiver of the provision.
- (i) **Document Precedence.** In the event of a conflict between this Agreement and an applicable Service Order, the provisions of the applicable Service Order shall prevail.
- (j) **Severability.** If any term or provision is determined to be invalid or unenforceable by a court or body of competent jurisdiction, both Parties shall be relieved of all obligations arising under such provision and the applicable term or provision shall be deemed amended by modifying such provision to the extent necessary to make it valid and enforceable while preserving its intent.
- (k) **Integration.** This document constitutes the entire and final agreement and understanding between Bluebird and Customer with respect to the subject matter hereof and may be supplemented with additional provisions as listed or described within a Service Order.
- (l) **Amendment.** This Agreement and any Service Order may only be amended, modified, or supplemented by an instrument in writing executed by duly authorized representatives of each Party.

PROPOSED RESOLUTION NO. 61-'25

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT ON BEHALF OF THE CITY OF FAIRVIEW HEIGHTS WITH KRB EXCAVATING, INC. TO REMOVE AND REPLACE DETERIORATED CONCRETE JOINTS, LONGACRE DRIVE, BETWEEN ILLINOIS ROUTE 159 AND UNION HILL ROAD.

WHEREAS, the City has advertised for bids for labor, materials, and equipment for the removal and replacement of deteriorated concrete joints, Longacre Drive, between Illinois Route 159 and Union Hill Road as specified in the proposal; and

WHEREAS, KRB Excavating, Inc. has submitted the lowest and best bid in the interest of the City pursuant to such advertisement for bid.

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

That the Mayor be and is hereby authorized to enter into, on behalf of the City, a contract with KRB Excavating, Inc., 789 West Broadway, Trenton, Illinois 62293 for work related to the removal and replacement of deteriorated concrete joints, Longacre Drive, between Illinois Route 159 and Union Hill Road for the sum of SEVENTY-NINE THOUSAND FOUR HUNDRED NINE DOLLARS AND NO CENTS (\$79,409.00) pursuant to the proposal documents attached hereto and marked "Exhibit A."

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

PASSED:

APPROVED:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD – CITY CLERK



Local Public Agency Formal Contract

Contractor's Name

KRB Excavating, Inc.

Contractor's Address

789 West Broadway

City

Trenton

State

IL

Zip Code

62293

STATE OF ILLINOIS

Local Public Agency

City of Fairview Heights

County

St. Clair

Section Number

Street Name/Road Name

Longacre Drive

Type of Funds

Home Rule

☒ CONTRACT BOND (when required)

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature & Date

Submitted/Approved

County Engineer/Superintendent of Highways Signature & Date

For a Municipal Project

Submitted/Approved/Passed

Signature & Date

Official Title

Mayor

Department of Transportation

☐ Concurrence in approval of award

Regional Engineer Signature & Date

Local Public Agency	Local Street/Road Name	County	Section Number
City of Fairview Heights	Longacre Drive	St. Clair	

1. THIS AGREEMENT, made and concluded the _____ day of _____ between the City _____ of Fairview Heights _____, known as the party of the first part, and KRB Excavating, Inc. _____, its successor, and assigns, known as the party of the second part.
2. For and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring this contract, the party of the second part agrees with said party of the first part, at its own proper cost and expense, to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this contract.
3. It is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section _____ in City of Fairview Heights _____, approved by the Illinois Department of Transportation on _____, are essential documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, the said parties have executed this contract on the date above mentioned.

Attest: The _____ City _____ of Fairview Heights _____
Local Public Agency Type Name of Local Public Agency

Clerk Signature & Date

(SEAL, if required by the LPA)

Party of the First Part Signature & Date

By:

(If a Corporation)

Corporate Name

President, Party of the Second Part Signature & Date

By:

(If a Limited Liability Corporation)

LLC Name

Manager or Authorized Member, Party of the Second Part

By:

(If a Partnership)

Partner Signature & Date

Partner Signature & Date

Partners doing Business under the firm name of
Party of the Second Part

(If an individual)

Party of the Second Part Signature & Date

Attest:

Secretary Signature & Date

(SEAL, if required by the LPA)



Local Public Agency	County	Street Name/Road Name	Section Number
City of Fairview Heights	St. Clair	Longacre Drive	

Bond information to be returned to Local Public Agency at 10025 Bunkum Road, Fairview Heights, IL 62208
Complete Address

We, _____
Contractor's Name and Address

a/an _____ organized under the laws of the State of _____ as PRINCIPAL, and
State

Surety Name and Address

as SURETY, are held and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of

Dollars (_____) lawful money of the United States, to be paid to said LPA, the payment of which we bind ourselves, successors and assigns jointly to pay to the LPA this sum under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that the said Principal has entered into a written contract with the LPA acting through its awarding authority for the construction of work on the above sections, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW, THEREFORE, if the said Principal shall perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to it for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LPA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective agents this _____ day of _____
Day Month and Year

PRINCIPAL

Company Name

Company Name

By

Signature & Date

By

Signature & Date

Attest

Signature & Date

Attest

Signature & Date

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF IL
COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that
Notary Name

Insert name of Individuals signing on behalf of PRINCIPAL

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____
Day Month, Year

(SEAL)

Notary Public Signature & Date

Date commission expires _____

SURETY

Name of Surety

Title

By:

STATE OF IL
COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that
Notary Name

Insert name of Individuals signing on behalf of SURETY

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____
Day Month, Year

(SEAL)

Notary Public Signature & Date

Date commission expires _____

Approved this _____ day of _____
Day Month, Year

Attest:

Local Public Agency Clerk Signature & Date

Awarding Authority

Awarding Authority Signature & Date

Clerk

Local Public Agency Type



Local Public Agency
Formal Contract Proposal

COVER SHEET

Proposal Submitted By:

Contractor's Name

K.R.B. EXCAVATING INC

Contractor's Address

789 W. Broadway

City

Trenton

State

IL

Zip Code

62293

STATE OF ILLINOIS

Local Public Agency

City of Fairview Heights

County

St. Clair

Section Number

Route(s) (Street/Road Name)

Longacre Drive

Type of Funds

Home Rule

☐ Proposal Only ☒ Proposal and Plans ☐ Proposal only, plans are separate

Submitted/Approved

For Local Public Agency:

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature & Date

Submitted/Approved

County Engineer/Superintendent of Highways Signature & Date

For a Municipal Project

Submitted/Approved/Passed

Signature & Date

 8.22.2025

Official Title

Director of Public Works

Department of Transportation

Released for bid based on limited review

Regional Engineer Signature & Date

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Fairview Heights	St. Clair		Longacre Drive

NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of the City Clerk

10025 Bunkum Road, Fairview Heights, IL 62208

Address

Name of Office	
until 2:00 PM	on 09/10/25
Time	Date

Sealed proposals will be opened and read publicly at the office of the Director of Public Works

10025 Bunkum Road, Fairview Heights, IL 62208

Address

Name of Office	
at 2:00 PM	on 09/10/25
Time	Date

DESCRIPTION OF WORK

Location	Project Length
Various Joints along Longacre Drive between IL RT 159 and Union Hill Road	1.00 miles

Proposed Improvement

Remove and replace deteriorated concrete joints.

1. Plans and proposal forms will be available in the office of

the City Clerk and electronically

2. ☒ Prequalification

If checked, the 2 apparent as read low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57) in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and two originals with the IDOT District Office.

3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.

4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:

- a. Local Public Agency Formal Contract Proposal (BLR 12200)
- b. Schedule of Prices (BLR 12201)
- c. Proposal Bid Bond (BLR 12230) (if applicable)
- d. Apprenticeship or Training Program Certification (BLR 12325) (do not use for project with Federal funds.)
- e. Affidavit of Illinois Business Office (BLR 12326) (do not use for project with Federal funds)

5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.

6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case, be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.

7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.

8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.

9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Fairview Heights	St. Clair		Longacre Drive

PROPOSAL

1. Proposal of K.R.B. Excavating Inc
789 W. Broadway Trenton IL 62293
 Contractor's Name
 Contractor's Address
2. The plans for the proposed work are those prepared by _____
 and approved by the Department of Transportation on _____.
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within _____ working days or by 11/14/25 unless additional time is granted in accordance with the specifications.
6. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond of check shall be forfeited to the Awarding Authority.
7. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the products of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid may be declared unacceptable if neither a unit price nor a total price is shown.
8. The undersigned submits herewith the schedule of prices on BLR 12201 covering the work to be performed under this contract.
9. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12201, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.
10. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond, if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to: _____
 Treasurer of Fairview Heights
 The amount of the check is three thousand seven hundred and 45/100 (3970.45).

Attach Cashier's Check or Certified Check Here

In the event that one proposal guaranty check is intended to cover two or more bid proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual bid proposal. If the proposal guaranty check is placed in another bid proposal, state below where it may be found.

The proposal guaranty check will be found in the bid proposal for: Section Number _____.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Fairview Heights	St. Clair		Longacre Drive

CONTRACTOR CERTIFICATIONS

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedure established by the appropriate Revenue Act, its liability for the tax or the amount of the tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense, or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State of Local government. No corporation shall be barred from contracting with any unit of State or Local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that, it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter or record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be canceled.



Contractor's Name

KRB Excavating Inc

Contractor's Address

759 W. Broadway

City

Trenton

State

IL

Zip Code

62273

Local Public Agency

City of Fairview Heights

County

St. Clair

Section Number

Route(s) (Street/Road Name)

Longacre Drive

Schedule for Multiple Bids

Combination Letter	Section Included in Combinations	Total

Schedule for Single Bid

(For complete information covering these items, see plans and specifications.)

Item Number	Items	Unit	Quantity	Unit Price	Total
44000500	CONC CURB & GUTTER REM	FOOT	66	20.00	1320.00
44200934	CL B PATCH T2 8	SQ YD	335	188.00	62,980.00
44201299	DOWEL BARS 1 1/4	EACH	223	11.00	2453.00
44213200	SAW CUTS	FOOT	872	4.00	3488.00
60605000	COMB CC&G TB6.24	FOOT	66	48.00	3168.00
X7010215	TRAFFIC CONT & PROT (SPL)	L SUM	1	6000.00	6000.00
Bidder's Total Proposal					79,409.00

- Each pay item should have a unit price and a total price.
- If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern.
- If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
- A bid may be declared unacceptable if neither a unit price or total price is shown.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Fairview Heights	St. Clair		Longacre Drive

SIGNATURES

(If an individual)

Bidder Signature & Date

--

Business Address

--

City

State

Zip Code

--	--	--

(If a partnership)

Firm Name

--

Signature & Date

--

Title

--

Business Address

--

City

State

Zip Code

--	--	--

Insert the Names and Addresses of all Partners

--

(If a corporation)

Corporate Name

KRB Excavating Inc

Signature & Date

 9-9-25

Title

V.P

Business Address

789 W. Broadway

City

State

Zip Code

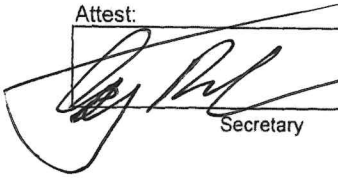
Trenton	IL	62793
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Insert Names of Officers

President

Debra Brinkman

Attest:


Secretary

Secretary



Treasurer





**Illinois Department
of Transportation**

Local Public Agency Formal Contract

Contractor's Name

KRB Excavating Inc

Contractor's Address

789 W. Broadway

City

Trenton

State

IL

Zip Code

62293

STATE OF ILLINOIS

Local Public Agency

City of Fairview Heights

County

St. Clair

Section Number

Street Name/Road Name

Longacre Drive

Type of Funds

Home Rule

☒ CONTRACT BOND (when required)

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature & Date

Submitted/Approved

County Engineer/Superintendent of Highways Signature & Date

For a Municipal Project

Submitted/Approved/Passed

Signature & Date

Official Title

Mayor

Department of Transportation

☐ Concurrence in approval of award

Regional Engineer Signature & Date

Local Public Agency	Local Street/Road Name	County	Section Number
City of Fairview Heights	Longacre Drive	St. Clair	

1. THIS AGREEMENT, made and concluded the _____ day of _____ between the City _____ of Fairview Heights _____, known as the party of the first part, and K.R.B. Excavating Inc, its successor, and assigns, known as the party of the second part.

2. For and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring this contract, the party of the second part agrees with said party of the first part, at its own proper cost and expense, to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this contract.

3. It is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section _____ in City of Fairview Heights, approved by the Illinois Department of Transportation on _____, are essential documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, the said parties have executed this contract on the date above mentioned.

Attest: The _____ City _____ of Fairview Heights _____
Local Public Agency Type Name of Local Public Agency

Clerk Signature & Date

(SEAL, if required by the LPA)

Party of the First Part Signature & Date

By:

(If a Corporation)

Corporate Name

K.R.B. Excavating Inc

President, Party of the Second Part Signature & Date

By:

Dedra Brinkman 9-9-25

(If a Limited Liability Corporation)

LLC Name

Manager or Authorized Member, Party of the Second Part

By:

(If a Partnership)

Partner Signature & Date

Partner Signature & Date

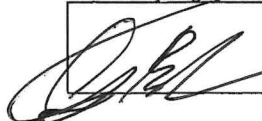
Partners doing Business under the firm name of
Party of the Second Part

(If an individual)

Party of the Second Part Signature & Date

Attest:

Secretary Signature & Date


9-9-25

(SEAL, if required by the LPA)


**Illinois Department
of Transportation**
**Apprenticeship and
Training Program Certification**

Local Public Agency	County	Street Name/Road Name	Section Number
City of Fairview Heights	St. Clair	Longacre Drive	

All contractors are required to complete the following certification

- ☒ For this contract proposal or for all bidding groups in this deliver and install proposal.
☐ For the following deliver and install bidding groups in this material proposal.

Illinois Department of Transportation policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidder's subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

1. Except as provided in paragraph 4 below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
2. The undersigned bidder further certifies, for work to be performed by subcontract, that each of its subcontractors either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.
3. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

Op Eng LS 20	St Jacob, IL	Operators
Lab Local 100	E. St. Louis, IL	Laborers
Cement Finishers L90	Troy, IL	Finishers

4. Except for any work identified above, if any bidder or subcontractor shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforces and positions of ownership. ☐

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Department at any time before or afterward may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. In order to fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

Bidder
KRB Excavating, Inc
 Title
Pres.

Signature & Date

Dedra Benikman 9-9-2025

Address	City	State	Zip Code
789 W Broadway	Trenton	IL	62293



Affidavit of Illinois Business Office

Local Public Agency	County	Street Name/Road Name	Section Number
City of Fairview Heights	St. Clair	Longacre Drive	

I, Dedra Brinkman of Trenton, IL,
Name of Affiant City of Affiant State of Affiant

being first duly sworn upon oath, state as follows:

1. That I am the President of KRB Excavating, Inc
Officer or Position Bidder
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under the proposal described above, KRB Excavating, Inc will maintain a business office in the
Bidder
 State of Illinois, which will be located in Clinton County, Illinois.
County
4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

Signature & Date

Dedra Brinkman 9-9-2025

Print Name of Affiant

Dedra Brinkman

Notary Public

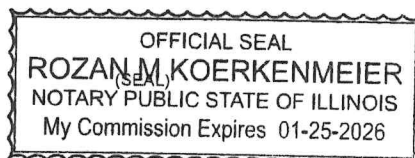
State of IL

County Clinton

Signed (or subscribed or attested) before me on 9-9-2025 by
(date)

Dedra Brinkman, authorized agent(s) of
(name/s of person/s)

KRB Excavating, Inc
Bidder



Notary Public Signature & Date

Rozan M. Koerkenmeier 9-9-25
 My commission expires 1-25-26



Local Public Agency	County	Section Number
City of Fairview Heights	St. Clair	

WE, KRB Excavating Inc., 789 W Broadway, Trenton, IL 62293 as PRINCIPAL, and
FCCI Insurance Company, 6300 University Parkway, Sarasota, FL 34240 as SURETY, are held jointly,
severally and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of 5% of the total bid
price, or for the amount specified in the proposal documents in effect on the date of invitation for bids, whichever is the lesser sum. We
bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LPA this sum under the conditions of this
instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written
proposal to the LPA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LPA for the above designated section
and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful
performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road
and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in
full force and effect.

IN THE EVENT the LPA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any
requirements set forth in the preceding paragraph, then the LPA acting through its awarding authority shall immediately be entitled to
recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their
respective officers this 8 of Sept., 2025
Day Month and Year

Principal

Company Name	
KRB Excavating Inc	
Signature	Date
By: <u>Dedra Brinkman</u>	<u>9/8/25</u>
Title	
President	

Company Name	
Signature	Date
By:	
Title	

(If Principal is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be
affixed.)

Surety

Name of Surety
FCCI Insurance Company

Signature of Attorney-in-Fact	Date
By: <u>Matt Harre</u>	<u>9/8/25</u>

STATE OF IL

COUNTY OF JEFFERSON

I Aaron D Helpingstine, a Notary Public in and for said county do hereby certify that

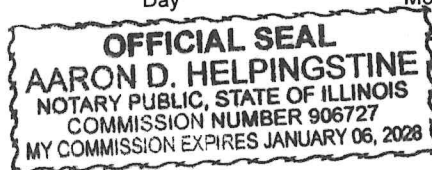
Dedra Brinkman & Matt Harre

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of
PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said
instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 8 day of September, 2025
Day Month and Year

(SEAL)



Notary Public Signature

[Signature]

Date commission expires 06/12/29

Local Public Agency

City of Fairview Heights

County

St. Clair

Section Number

ELECTRONIC BID BOND

☐ **Electronic bid bond is allowed (box must be checked by LPA if electronic bid bond is allowed)**

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LPA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

Electronic Bid Bond ID Code

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Company/Bidder Name

--

Signature

--

Date

--

Title

--



GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Nick Schrementi; Aaron Helpingstine; Matt Harre

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$20,000,000.00): \$20,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest:

Christina D. Welch, President
FCCI Insurance Company



Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 8 day of September, 2025

Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

PROPOSED RESOLUTION NO. 62-'25

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT ON BEHALF OF THE CITY OF FAIRVIEW HEIGHTS WITH GLEESON ASPHALT, INC. TO REMOVE AND REPLACE THE EXISTING PARKING LOT AT THE CITY'S POLICE DEPARTMENT FACILITY.

WHEREAS, the City has advertised for bids for labor, materials, and equipment for the removal and replacement of the existing HMA surface course at the City of Fairview Heights Police Department Facility as specified in the proposal; and

WHEREAS, Gleeson Asphalt, Inc., has submitted the lowest and best bid in the interest of the City pursuant to such advertisement for bid.

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

That the Mayor be and is hereby authorized to enter into, on behalf of the City, a contract with Gleeson Asphalt, Inc., 2800 West Main Street, Belleville, Illinois 62226 for work related to the removal and replacement of the existing HMA surface course at the City of Fairview Heights Police Department Facility located at 10027 Bunkum Road, Fairview Heights, Illinois 62208 for the sum of ONE HUNDRED SIXTY-SIX THOUSAND EIGHT HUNDRED ELEVEN DOLLARS AND SEVENTY-FOUR CENTS (\$166,811.74) pursuant to the proposal documents attached hereto and marked "Exhibit A."

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

PASSED:

APPROVED:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD – CITY CLERK

"EXHIBIT A"

Illinois Department
of Transportation

Local Public Agency Formal Contract

Contractor's Name

Gleeson Asphalt, Inc.

Contractor's Address

2800 West Main Street

City

Belleville

State

IL

Zip Code

62226

STATE OF ILLINOIS

Local Public Agency

City of Fairview Heights

County

St. Clair

Section Number

Street Name/Road Name

Fairview Heights Police Department Parking Lot

Type of Funds

Home Rule

☒ CONTRACT BOND (when required)

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature & Date

--

Submitted/Approved

County Engineer/Superintendent of Highways Signature & Date

--

For a Municipal Project

Submitted/Approved/Passed

Signature & Date

--

Official Title

Mayor

--

Department of Transportation

☐ Concurrence in approval of award

Regional Engineer Signature & Date

--

Local Public Agency	Local Street/Road Name	County	Section Number
City of Fairview Heights	Fairview Heights Police Department Pa	St. Clair	

1. THIS AGREEMENT, made and concluded the _____ day of _____ between the City _____ of Fairview Heights _____, known as the party of the first part, and Gleeson Asphalt, Inc. _____, its successor, and assigns, known as the party of the second part.
2. For and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring this contract, the party of the second part agrees with said party of the first part, at its own proper cost and expense, to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this contract.
3. It is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section _____ in City of Fairview Heights _____, approved by the Illinois Department of Transportation on _____, are essential documents of this contract and are a part hereof.
4. IN WITNESS WHEREOF, the said parties have executed this contract on the date above mentioned.

Attest: The _____ City _____ of Fairview Heights _____
Local Public Agency Type Name of Local Public Agency

Clerk Signature & Date

(SEAL, if required by the LPA)

Party of the First Part Signature & Date

By:

(If a Corporation)

Corporate Name

President, Party of the Second Part Signature & Date

By:

(If a Limited Liability Corporation)

LLC Name

Manager or Authorized Member, Party of the Second Part

By:

(If a Partnership)

Partner Signature & Date

Partner Signature & Date

Partners doing Business under the firm name of
Party of the Second Part

(If an individual)

Party of the Second Part Signature & Date

Attest:

Secretary Signature & Date

(SEAL, if required by the LPA)



Contract Bond

Local Public Agency	County	Street Name/Road Name	Section Number
City of Fairview Heights	St. Clair	PD Parking Lot	

Bond information to be returned to Local Public Agency at 10025 Bunkum Road, Fairview Heights, IL 62208
Complete Address

We, _____
Contractor's Name and Address

a/an _____ organized under the laws of the State of _____ as PRINCIPAL, and
State

Surety Name and Address

as SURETY, are held and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of

Dollars (_____) lawful money of the United States, to be paid to said LPA, the payment of which we bind ourselves, successors and assigns jointly to pay to the LPA this sum under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that the said Principal has entered into a written contract with the LPA acting through its awarding authority for the construction of work on the above sections, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW, THEREFORE, if the said Principal shall perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to it for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LPA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective agents this _____ day of _____
Day Month and Year

PRINCIPAL

Company Name

Company Name

By

Signature & Date

By

Signature & Date

Attest

Signature & Date

Attest

Signature & Date

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF IL
COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that
Notary Name

Insert name of Individuals signing on behalf of PRINCIPAL

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____
Day Month, Year

(SEAL)

Notary Public Signature & Date

Date commission expires _____

SURETY

Name of Surety

Title

By:

STATE OF IL
COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that
Notary Name

Insert name of Individuals signing on behalf of SURETY

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____
Day Month, Year

(SEAL)

Notary Public Signature & Date

Date commission expires _____

Approved this _____ day of _____
Day Month, Year

Attest:

Local Public Agency Clerk Signature & Date

Awarding Authority

Awarding Authority Signature & Date

Local Public Agency Type Clerk



Local Public Agency Formal Contract Proposal

COVER SHEET

Proposal Submitted By:

Contractor's Name

Gleeson Asphalt Inc

Contractor's Address

2800 W. Main St.

City

Belleville

State

IL

Zip Code

62226

STATE OF ILLINOIS

Local Public Agency

City of Fairview Heights

County

St. Clair

Section Number

Route(s) (Street/Road Name)

Fairview Heights Police Department Parking Lot

Type of Funds

Home Rule

☐ Proposal Only
 ☒ Proposal and Plans
 ☐ Proposal only, plans are separate

Submitted/Approved

For Local Public Agency:

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature & Date

Submitted/Approved

County Engineer/Superintendent of Highways Signature & Date

For a Municipal Project

Submitted/Approved/Passed

Signature & Date

 8-21-2025

Official Title

Director of Public Works

Department of Transportation

Released for bid based on limited review

Regional Engineer Signature & Date

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Fairview Heights	St. Clair		Fairview Heights Police Department

NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of the City Clerk

10025 Bunkum Road, Fairview Heights, IL 62208	until	3:00 PM	on	09/10/25
Address		Time		Date

Sealed proposals will be opened and read publicly at the office of the Director of Public Works

10025 Bunkum Road, Fairview Heights, IL 62208	at	3:00 PM	on	09/10/25
Address		Time		Date

DESCRIPTION OF WORK

Location	Project Length
10027 Bunkum Road, Fairview Heights, IL 62208	

Proposed Improvement

Removal and replacement of the existing HMA surface course at the City of Fairview Heights Police Department Facility located at 10027 Bunkum Road, Fairview Heights, IL 62208.

1. Plans and proposal forms will be available in the office of

City Clerk and electronically.

2. ☒ Prequalification

If checked, the 2 apparent as read low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57) in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and two originals with the IDOT District Office.

3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.

4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:

- a. Local Public Agency Formal Contract Proposal (BLR 12200)
- b. Schedule of Prices (BLR 12201)
- c. Proposal Bid Bond (BLR 12230) (if applicable)
- d. Apprenticeship or Training Program Certification (BLR 12325) (do not use for project with Federal funds.)
- e. Affidavit of Illinois Business Office (BLR 12326) (do not use for project with Federal funds)

5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.

6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case, be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.

7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.

8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.

9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Fairview Heights	St. Clair		Fairview Heights Police Depart

PROPOSAL

1. Proposal of Gleeson Asphalt Inc Contractor's Name
2800 West Main St Belleville, IL 62226 Contractor's Address
2. The plans for the proposed work are those prepared by _____
and approved by the Department of Transportation on _____.
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within _____ working days or by 10/31/25 unless additional time is granted in accordance with the specifications.
6. The successful bidder at the time of execution of the contract will _____ be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond of check shall be forfeited to the Awarding Authority.
7. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the products of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid may be declared unacceptable if neither a unit price nor a total price is shown.
8. The undersigned submits herewith the schedule of prices on BLR 12201 covering the work to be performed under this contract.
9. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12201, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.
10. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will _____ be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond, if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to: _____ Treasurer of _____.
- The amount of the check is bid bond attached (_____).

Attach Cashier's Check or Certified Check Here

In the event that one proposal guaranty check is intended to cover two or more bid proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual bid proposal. If the proposal guaranty check is placed in another bid proposal, state below where it may be found.

The proposal guaranty check will be found in the bid proposal for: Section Number _____.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Fairview Heights	St. Clair		Fairview Heights Police Department

CONTRACTOR CERTIFICATIONS

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedure established by the appropriate Revenue Act, its liability for the tax or the amount of the tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense, or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or Local government. No corporation shall be barred from contracting with any unit of State or Local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that, it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be canceled.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Fairview Heights	St. Clair		Fairview Heights Police Depart

SIGNATURES

(If an individual)

Bidder Signature & Date

--

Business Address

--

City

State

Zip Code

--

--

--

(If a partnership)

Firm Name

--

Signature & Date

--

Title

--

Business Address

--

City

State

Zip Code

--

--

--

Insert the Names and Addresses of all Partners

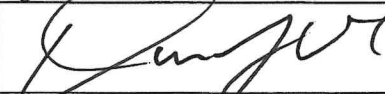
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(If a corporation)

Corporate Name

Gleeson Asphalt Inc

Signature & Date

 9/10/25
--

Title

President

Business Address

2800 West Main St

City

State

Zip Code

Bellerive

IL

62226

Insert Names of Officers

President

Dennis Gleeson

Attest:


Secretary

Secretary

Patrick Gleeson

Treasurer



**Illinois Department
of Transportation**

Schedule of Prices



Contractor's Name

Gleeson Asphalt Inc

Contractor's Address

2800 West Main St

City

Belleville

State

IL

Zip Code

62226

Local Public Agency

City of Fairview Heights

County

St. Clair

Section Number

Route(s) (Street/Road Name)

Fairview Heights Police Department Parking Lot

Schedule for Multiple Bids

Combination Letter	Section Included in Combinations	Total

Schedule for Single Bid

(For complete information covering these items, see plans and specifications.)

Item Number	Items	Unit	Quantity	Unit Price	Total
40603315	HMA SC "C" N70 2	TON	167	115.00	19205.00
40603315	HMA SC "C" N70 3	TON	897	115.00	103155.00
40800010	BIT MATLS TACK COAT	POUND	3074	0.01	30.74
40800030	AGG PR COAT	TON	6.8	60.00	408.00
44000157	HMA SURF REM 2	SY	1490	5.00	7450.00
44000157	HMA SURF REM 3	SY	5342	6.500	34723.00
78001110	PAINT PVT MKING LINE 4"	FT	1600	1.00	1600.00
*	PAINT PVT MKING, SYMBOLS	EA	4	60.00	240.00
Bidder's Total Proposal					166,811.74

1. Each pay item should have a unit price and a total price.
2. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern.
3. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
4. A bid may be declared unacceptable if neither a unit price or total price is shown.



**Illinois Department
of Transportation**

Affidavit of Illinois Business Office

Local Public Agency	County	Street Name/Road Name	Section Number
City of Fairview Heights	St. Clair	Fairview PD Parking Lot	

I, Dennis Gleeson of Belleville, IL,
Name of Affiant City of Affiant State of Affiant

being first duly sworn upon oath, state as follows:

1. That I am the President of Gleeson Asphalt Inc
Officer or Position Bidder
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under the proposal described above, Gleeson Asphalt Inc, will maintain a business office in the
Bidder
 State of Illinois, which will be located in St Clair County, Illinois.
County
4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

Signature & Date

[Signature] 9/10/25

Print Name of Affiant

Dennis Gleeson

Notary Public

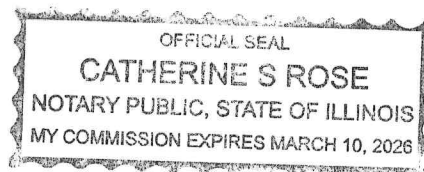
State of IL

County St Clair

Signed (or subscribed or attested) before me on 9/10/25 by
(date)

Dennis Gleeson, authorized agent(s) of
(name/s of person/s)

Gleeson Asphalt Inc
Bidder



(SEAL)

Notary Public Signature & Date

[Signature]

My commission expires 3/10/26


**Illinois Department
of Transportation**
**Apprenticeship and
Training Program Certification**

Local Public Agency	County	Street Name/Road Name	Section Number
City of Fairview Heights	St. Clair	Fairview PD Parking Lot	

All contractors are required to complete the following certification

- ☒ For this contract proposal or for all bidding groups in this deliver and install proposal.
☐ For the following deliver and install bidding groups in this material proposal.

Illinois Department of Transportation policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidder's subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

1. Except as provided in paragraph 4 below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
2. The undersigned bidder further certifies, for work to be performed by subcontract, that each of its subcontractors either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.
3. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

Contractors & Laborers Training Fund Mt. Sterling, IL Craft Labor
 Truck Operators Granite City, IL

4. Except for any work identified above, if any bidder or subcontractor shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforces and positions of ownership. ☐

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Department at any time before or afterward may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. In order to fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

Bidder	Signature & Date		
Gleason Asphalt Inc	 9/16/25		
Title			
President	City	State	Zip Code
2800 West Main St	Bellerive	IL	62226



RECEIVED

By SIBA at 2:13 pm, Sep 08, 2025

CITY OF FAIRVIEW HEIGHTS

10025 Bunkum Road ♦ Fairview Heights, Illinois 62208 ♦ Phone: (618) 489-2000 ♦ www.cofh.org

**ADDENDUM NO. 1
FAIRVIEW HEIGHTS POLICE DEPARTMENT FACILITY
PARKING LOT REPLACEMENT
CITY OF FAIRVIEW HEIGHTS
SEPTEMBER 8, 2025**

Change to Special Provisions, Page 2, COMPLETION DATE:

Change:

All work associated with this contract shall be completed no later than December 15, 2025

To:

All work associated with this contract shall be completed no later than October 31, 2025

Acknowledge receipt of this addendum by signing, dating, and returning with your proposal.


Signature

9/10/25
Date

Gleeson Asphalt Inc
Company Name

2800 West Main St
Street Address

Bellerive, IL 62226
City, State, Zip Code


**Illinois Department
of Transportation**
**Local Public Agency
Proposal Bid Bond**

Local Public Agency City of Fairview Heights	County St. Clair	Section Number
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WE, GLEESON ASPHALT, INC. as PRINCIPAL, and
GRANITE RE, INC. as SURETY, are held jointly,

severally and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids, whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LPA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LPA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE If the proposal is accepted and a contract awarded to the PRINCIPAL by the LPA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LPA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LPA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 9th Day of September 2025
Month and Year

Principal

Company Name

GLEESON ASPHALT, INC.

Signature & Date

By:

9/10/25

Title

President

Company Name

Signature & Date

By:

Title

(If Principal is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Surety

Name of Surety

GRANITE RE, INC.

Signature of Attorney-in-Fact Signature & Date

By:

9/09/2025

STATE OF WI
 COUNTY OF St. Croix

I, Alayna Hammer, a Notary Public in and for said county do hereby certify that:

Connie Smith

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 9th Day of September 2025
Month and Year



(SEAL required by the LPA)

Notary Public Signature & Date

9/09/2025

Date commission expires May 2nd, 2028

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; SAMUEL DUCHOW; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

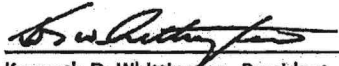
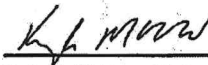
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; SAMUEL DUCHOW; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this Instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

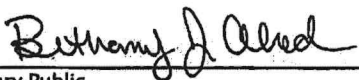



Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620




Notary Public

GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
9th day of September, 2025




Kyle P. McDonald, Assistant Secretary