RETURN TO AGENDA

City of Fairview Heights

CITY COUNCIL MEETING AGENDA
10025 BUNKUM ROAD
FAIRVIEW HEIGHTS, IL 62208
November 04, 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

B. Pledge of Allegiance

C. Invocation

D. Roll Call

E. Public Participation

F. Consent Agenda:
City Council Minutes – October 21, 2025

G. Committee Reports

H. Communications from Mayor

I. Communication from Elected Officials

J. UNFINISHED BUSINESS

Proposed Ordinance No. 24-'25 an Ordinance providing for the issuance of not to exceed $8,250,000 General Obligation Bonds, Series 2025, of the City of Fairview Heights, St. Clair County, Illinois, for the purpose of financing capital improvements in and for the City, including the construction of a new building and pickleball courts at the City's Rec Complex and improvements to Pleasant Ridge Park, providing for the levy and collection of a direct annual tax sufficient to pay the principal and interest on said bonds, and authoring the sale of said bonds to the purchaser thereof. (Administration Committee)

K. NEW BUSINESS

Proposed Ordinance No. 25-'25 an Ordinance authorizing a redevelopment agreement between the City of Fairview Heights, Illinois and Lincoln Place Capital, LLC for a Redevelopment Project at 6101 N Illinois Street in the City of Fairview Heights. (Community Committee)

L. MOTION

Motion to appoint Alderperson Frank Menn as Temporary Chairman of the following meetings in the absence of the Mayor pursuant to Section 3.1-35-35(b) of the Illinois Municipal code (65 ILCS 5/3.1-35-35(b)):

- November 12, 2025 Administration/Operation Committee Meeting;
- November 18, 2025 City Council Meeting;
- November 19, 2025 Community Committee Meeting.

Motion to move on behalf of the Mayor and City Council, that the City of Fairview Heights donate $5000 to the Fairview Heights Food Pantry to support individuals and families in our community, that are affected by the Government Shutdown, specifically government employees, members of our military and those affected by the SNAP Benefit Freeze. Further to direct the Finance Director to make the necessary budget adjustments required to support this donation.

M. ADJOURNMENT

RETURN TO AGENDA

CITY OF FAIRVIEW HEIGHTS
CITY COUNCIL MINUTES
October 21, 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: Pat Peck, Anthony LeFlore, Bill Poletti, Frank Menn, Josh Frawley, Derrick King, James Winkeler, Barbara Brumfield, Jeff Harris, and Brenda Wagner. City Clerk Karen Kaufhold and Attorney Andrew Hoerner were present.

PUBLIC PARTICIPATION

Sharon Zajac praised the Police and Chief for doing a great job. She discussed the traffic on I-64 and The REC extension – levy of annual tax. She expressed her concerns with lack of communication with the City of Fairview Heights and not getting an answer from questions from Fairview First, Fairview Chatter site – not knowing the administrators, and suggesting the City host its own site.

Mayor Mark responded with sharing the information about Facebooks pages for the City, Police Department, The Mayor, The REC, Land Use and Development, and Parks.

Pat Baeske responded with agreeing that someone should be able to answer a few questions on Fairview First and announced she is an administrator for Fairview Chatter. She also stated that there are some sites that they are not aware of who created them.

CONSENT AGENDA

Alderman Bill Poletti moved to approve the October 07, 2025 City Council Meeting Minutes and Finance Director's Report and the bills and invoices presented for payment in the amount of $2,693,911.37. Seconded by Alderman Anthony LeFlore.
Roll call on the October 07, 2025 City Council Meeting Minutes and Finance Director's Report and the bills and invoices presented for payment in the amount of $2,693,911.37 showed Aldermen Peck, LeFlore, Poletti, Menn, Frawley, King, Winkeler, Brumfield, Harris, and Wagner voting "Yea". Motion passes with 10 yeas.

COMMITTEE REPORTS

The Mayor announced that the Community Committee will be held on October 22, 2025 at 7:00 P.M.

COMMUNICATIONS FROM THE MAYOR

Mayor Mark began by introducing Ryan Jenkins as the new Coordinator for Economic Development. Mayor announced that the O'Fallon – Shiloh Chamber of Commerce Luncheon will be on November 5, 2025. Mayor shared with us that the Liberty Trail is almost done, the opening date is set for November 6, 2025. On November 8th, 2025, Mayor will host the Winter Festival Tree Lighting at the Roundabout. The City of Fairview Heights will Host its Annual Santa for Seniors Program early this November. Mayor

RETURN TO AGENDA

COMMUNICATIONS FROM THE MAYOR - CONTINUED

Kupsky thanked the City staff for their ongoing contributions for the Angel Tree, providing gifts for Cerebral Palsy Special Needs homes. Mayor informed everyone that the Police Department parking

lot is being paved. In closing, the Mayor wanted to thank all who participated in The REC Annual Track or Treat, and to remind everyone to have a Safe Halloween and be mindful of the many children out on that day.

COMMUNICATIONS FROM ELECTED OFFICIALS

Alderman Wagner wanted to thank everyone who donated candy to The REC Annual Track or Treat.

Alderman Frawley addressed the Council Members about his recent absences, acknowledging he has been working on personal issues. The City Council Members were supportive of his personnel efforts and achievements.

Alderman Pat Peck announced the next Trekking for Trash.

UNFINISHED BUSINESS

Proposed Ordinance No. 23-'25 an Ordinance amending Ordinance No. 190, "The Revised Code", Chapter 14, " The Development Code", Section 14-2-2, "Zone District Map and Boundaries" By changing the Zone District of certain real property known as Parcel Identification Numbers 02-24.0-301-017, 02-24.0-401-001, 02-24.0-302-013, 02-24.0-302-014, 02-24.0-302-015, 02-24.0-302-016, 02-24.0-304-004, 02-24.0-402-001, 02-24.0-302-049, 02-24.0-302-050 from R3 Single Family Residential District to C Conservation District. Proposed Ordinance No. 23-'25 was read for the second time.
Roll call on Proposed Ordinance No. 23-'25 showed Aldermen Peck, LeFlore, Poletti, Menn, Frawley, King, Winkeler, Brumfield, Harris, and Wagner voting "Yea". Motion passes with 10 yeas.
Proposed Resolution No. 23-'25 passed on 10 yeas
Proposed Resolution No. 23-'25 now becomes **ORDINANCE NO. 2007-2025**

NEW BUSINESS

Proposed Ordinance No. 24-'25 an Ordinance providing for the issuance of not to exceed $8,250,000 General Obligation Bonds, Series 2025, of the City of Fairview Heights, St. Clair County, Illinois, for the purpose of financing capital improvements in and for the City, including the construction of a new building and pickleball courts at the City's Rec Complex and improvements to Pleasant Ridge Park, providing for the levy and collection of a direct annual tax sufficient to pay the principal and interest on said bonds, and authoring the sale of said bonds to the purchaser thereof. Alderman Peck suggested making some changes to Proposed Ordinance No. 24-'25. Motion made by Alderman Poletti. Seconded by Alderman Peck. Proposed Ordinance No. 24-'25 was read for the first time.

Proposed Resolution No. 65-'25 a Resolution authorizing the Mayor to enter into a purchase agreement with Morrow Brothers Ford, Inc, Greenfield, Illinois, for the purchase of four (4) 2025 Ford Interceptor Police Vehicles for use by the Fairview Heights Police Department. Motion made by Alderman Wagner. Seconded by Alderman Peck.
Roll call on Proposed Resolution No. 65-'25 showed Aldermen Peck, LeFlore, Poletti, Menn, Frawley, King, Winkeler, Brumfield, Harris, and Wagner voting "Yea". Motion passes with 10 yeas.
Proposed Resolution No. 65-'25 passed on 10 yeas
Proposed Resolution No. 65-'25 now becomes **RESOLUTION NO. 4668-2025**

RETURN TO AGENDA

NEW BUSINESS - CONTIUED

Proposed Resolution No. 66-'25 a Resolution authorizing the Mayor to enter into a purchase agreement with Morrow Brothers Ford, Inc, Greenfield, Illinois, for the purchase of one (1) 2025 Ford Interceptor Police Vehicles for use by the Fairview Heights Police Department. Motion made by Alderman Menn. Seconded by Alderman Poletti.
Roll call on Proposed Resolution No. 66-'25 showed Aldermen Peck, LeFlore, Poletti, Menn, Frawley, King, Winkeler, Brumfield, Harris, and Wagner voting "Yea". Motion passes with 10 yeas.
Proposed Resolution No. 66-'25 passed on 10 yeas
Proposed Resolution No. 66-'25 now becomes **RESOLUTION NO. 4669-2025**

Proposed Resolution No. 67-'25 a Resolution authorizing the Mayor to enter into a purchase agreement with ITOUCH Biometrics, Chicago, Illinois, for the purchase of LIVESCAN Fingerprint Software for use by the Fairview Heights Police Department. Motion made by Alderman Brumfield. Seconded by Alderman Menn.
Roll call on Proposed Resolution No. 67-'25 showed Aldermen Peck, LeFlore, Poletti, Menn, Frawley, King, Winkeler, Brumfield, Harris, and Wagner voting "Yea". Motion passes with 10 yeas.
Proposed Resolution No. 67-'25 passed on 10 yeas
Proposed Resolution No. 67-'25 now becomes **RESOLUTION NO. 4670-2025**

Proposed Resolution No. 68-'25 a Resolution authorizing the Mayor to enter into a purchase agreement with Utilitra, Edwardsville, Illinois, for the purchase of the three (3) Solar License Plate Reader Camera for use by the Fairview Heights Police Department. Motion made by Alderman LeFlore. Seconded by Alderman Wagner.
Roll call on Proposed Resolution No. 68-'25 showed Aldermen Peck, LeFlore, Poletti, Menn, Frawley, King, Winkeler, Brumfield, Harris, and Wagner voting "Yea". Motion passes with 10 yeas.
Proposed Resolution No. 68-'25 passed on 10 yeas
Proposed Resolution No. 68-'25 now becomes **RESOLUTION NO. 4671-2025**

Proposed Resolution No. 69-'25 a Resolution authorizing the Mayor on behalf of the City to enter into a Short Form of agreement between owner and engineer for Professional Services with TWM, Inc. to provide professional engineering services for the Cedar Drive, Elm Drive, Oak and Lea Street. Motion made by Alderman Menn. Seconded by Alderman LeFlore.
Roll call on Proposed Resolution No. 69-'25 showed Aldermen Peck, LeFlore, Poletti, Menn, Frawley, King, Winkeler, Brumfield, Harris, and Wagner voting "Yea". Motion passes with 10 yeas.
Proposed Resolution No. 69-'25 passed on 10 yeas
Proposed Resolution No. 69-'25 now becomes **RESOLUTION NO. 4672-2025**

Proposed Resolution No. 70-'25 a Resolution authorizing the Mayor on behalf of the City to enter into an agreement for Professional Services with Gonzalez Companies, LLC to provide Professional Engineering Services for the Kadlec Drive Improvements Project. Motion made by Alderman Poletti. Seconded by Alderman Wagner.
Roll call on Proposed Resolution No. 70-'25 showed Aldermen Peck, LeFlore, Poletti, Menn, Frawley, King, Winkeler, Brumfield, Harris, and Wagner voting "Yea". Motion passes with 10 yeas.
Proposed Resolution No. 70-'25 passed on 10 yeas
Proposed Resolution No. 70-'25 now becomes **RESOLUTION NO. 4673-2025**

RETURN TO AGENDA

NEW BUSINESS - CONTIUED

Proposed Resolution No. 71-'25 a Resolution authorizing the Mayor to enter into an agreement with Risk Management Association for the purchase of Liability & Workmen's Compensation Insurance. Motion made by Alderman Winkeler. Seconded by Alderman Peck.
Roll call on Proposed Resolution No. 71-'25 showed Aldermen Peck, LeFlore, Poletti, Menn, Frawley, King, Winkeler, Brumfield, Harris, and Wagner voting "Yea". Motion passes with 10 yeas.
Proposed Resolution No. 71-'25 passed on 10 yeas
Proposed Resolution No. 71-'25 now becomes **RESOLUTION NO. 4674-2025**

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

Meeting adjourned at 7:29 P.M.

Respectfully submitted,

KAREN KAUFHOLD
CITY CLERK

RETURN TO AGENDA

PROPOSED ORDINANCE NUMBER 24-' 25

AN ORDINANCE providing for the issuance of not to exceed $8,250,000 General Obligation Bonds, Series 2025, of the City of Fairview Heights, St. Clair County, Illinois, for the purpose of financing capital improvements in and for the City, including the construction of a new building and pickleball courts at the City's Rec Complex and improvements to Pleasant Ridge Park, providing for the levy and collection of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

WHEREAS, by virtue of a referendum duly called, noticed and held on the 20th of April, 1993, and thereupon duly canvassed, and pursuant to the home rule provisions of the 1970 Constitution of the State of Illinois (the *"Constitution"*), and particularly Article VII, Section 6 thereof, the City of Fairview Heights, St. Clair County, Illinois (the *"City"*), elected to become a home rule unit and as such may exercise any power or perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt (the *"Home Rule Powers"*); and

WHEREAS, pursuant to the provisions of said Section 6, the City has the power to incur debt payable from ad valorem property tax receipts or from any other lawful source and maturing within 40 years from the time it is incurred without prior referendum approval; and

WHEREAS, the Council of the City (the *"Council"*) has considered the needs of the City and has determined that it is advisable and in the best interests of the City and its residents to and does hereby determine that it is necessary, desirable and in the best interests of the City to finance capital improvements in and for the City, including the construction of a new building and pickleball courts at the City's Rec Complex and improvements to Pleasant Ridge Park, all in accordance with the preliminary estimate of costs, which have been approved by the Council and are now on file in the office of the City Clerk of the City (including land acquisition, architecture, engineering, legal, financial and administrative expense related thereto, the *"Project"*); and

WHEREAS, the estimated cost to the City of the Project is not less than $8,250,000; and

WHEREAS, there are insufficient funds on hand and available to pay the costs of the Project, and it is necessary for that purpose that a sum to pay such costs be borrowed at this time, and in evidence of such indebtedness, general obligation bonds of the City (the *"Bonds"*) be issued in the principal amount of not to exceed $8,250,000 for the purpose of paying all or a portion of the costs of the Project:

NOW THEREFORE Be It Ordained by the City Council of the City of Fairview Heights, St. Clair County, Illinois, in the exercise of its home rule powers, as follows:

Section 1. Incorporation of Preambles; Determination to Issue Bonds. The Council hereby finds that all of the recitals contained in the preambles to this Ordinance are true, correct and complete and does incorporate them into this Ordinance by this reference. It is necessary and in the best interests of the City to finance the Project, to pay all related costs and expenses incidental thereto, and to borrow money and issue bonds for such purpose. It is hereby found and determined that such borrowing of money is necessary for the welfare of the government and affairs of the City, is for a proper public purpose or purposes and is in the public interest, and is authorized pursuant to the applicable provisions of the Illinois Municipal Code, as amended (the *"Municipal Code"*), as further supplemented and, where necessary, superseded, by the Home Rule Powers, and as further supplemented by the Local Government Debt Reform Act, as amended (the *"Reform Act"*) (collectively, the Municipal Code, the Home Rule Powers and Reform Act being the *"Act"*).

Section 2. Authorization. It is hereby found and determined that the Council has been authorized by law to borrow an amount not to exceed $8,250,000 upon the credit of the City and as evidence of such indebtedness to issue bonds of the City to said amount, the proceeds of said bonds to be used for the Project, and that it is necessary and for the best interests of the City that there be issued not to exceed $8,250,000 of the bonds so authorized, and the findings and determinations in this Section, together with those set forth in the preambles to this Ordinance, shall be deemed conclusive.

Section 3. *Bond Details*. There be borrowed by for and on behalf of the City an amount not to exceed $8,250,000 for the purpose aforesaid, and that bonds of the City shall be issued to said amount and shall be designated "General Obligation Bonds, Series 2025" (the *"Bonds"*), with such alternative or additional designations necessary to properly identify the Bonds as shall be set forth in the Bond Notification (as hereinafter defined). The Bonds shall be dated such date (as set forth in the Bond Notification), and shall also bear the date of authentication, shall be in fully registered form, shall be in denominations of $5,000 each or authorized integral multiples thereof unless otherwise set forth in the Bond Notification (but no single Bond shall represent installments of principal maturing on more than one date), and shall be numbered 1 and upward.

The Bonds shall become due and payable serially or be subject to mandatory redemption (subject to prior redemption as hereinafter described) on December 1 (unless otherwise set forth in the Bond Notification) of each of the years (not later than 2046), in the amounts (not exceeding $625,000 per year) and bearing interest at the rates (not exceeding 6.00% per annum) as set forth in the Bond Notification.

The Bonds shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of such Bonds is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable semi-annually commencing with the first interest payment date as set forth in the Bond Notification, and on June 1 and December 1 of each year thereafter to maturity.

Interest on each Bond shall be paid by check or draft of the bond registrar and paying agent, which shall be a bank or trust company authorized to do business in the State of Illinois, the Purchaser (as hereinafter defined) or the Finance Director (the "*Finance Director*"), as set forth in the Bond Notification (the *"Bond Registrar"*), payable upon presentation thereof in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the 15th day of the month next preceding the interest payment date. The principal of the Bonds shall be payable in lawful money of the United States of America upon presentation thereof at the designated office of the Bond Registrar.

Section 4. Execution; Authentication. The Bonds shall be executed on behalf of the City by the manual or facsimile signature of its Mayor (the *"Mayor"*) and attested by the manual or facsimile signature of its City Clerk (the *"City Clerk"*), as they shall determine, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the City. In case any such officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. All Bonds shall have thereon a certificate of authentication, substantially in the form hereinafter set forth, duly executed by the Bond Registrar as authenticating agent of the City and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 5. Registration of Bonds; Persons Treated as Owners. (a) *General*. The City shall cause books (the *"Bond Register"*) for the registration and for the transfer of the Bonds as provided in this Ordinance to be kept at the designated office of the Bond Registrar, which is hereby constituted and appointed the registrar of the City. The City is authorized to prepare, and the Bond Registrar shall keep custody of, multiple Bond blanks executed by the City for use in the transfer and exchange of Bonds. Upon surrender for transfer of any Bond at the designated office of the Bond Registrar, duly endorsed by or accompanied by a written instrument or instruments of transfer in form satisfactory to the Bond Registrar and duly executed by the registered owner or his or her attorney duly authorized in writing, the City shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same maturity of authorized denominations, for a like aggregate principal amount. Any fully registered Bond or Bonds may be exchanged at said office of the Bond Registrar for a like aggregate principal amount of Bond or Bonds of the same maturity of authorized denominations. The execution by the City of any fully registered Bond shall constitute full and due authorization of such Bond, and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond; *provided, however,* the principal amount of outstanding Bonds of each maturity authenticated by the Bond Registrar shall not exceed the authorized principal amount of Bonds for such maturity less previous retirements.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the 15th day of the month next preceding any interest payment date on such Bond and ending at the opening of business on such interest payment date, nor to transfer or exchange any Bond after notice calling such Bond for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Bonds, but the City or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds, except in the case of the issuance of a Bond or Bonds for the unredeemed portion of a Bond surrendered for redemption.

(b) *Global Book-Entry System.* The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities of the Bonds determined as described in Section 3 hereof. Upon initial issuance, the ownership of each such Bond shall be registered in the Bond Register in the name of Cede & Co., or any successor thereto (*"Cede"*), as nominee of The Depository Trust Company, New York, New York, and its successors and assigns (*"DTC"*). All of the outstanding Bonds shall be registered in the Bond Register in the name of Cede, as nominee of DTC, except as hereinafter provided. Any officer of the City who is a signatory on the Bonds, along with the Finance Director of the City (the *"Finance Director"*), is authorized to execute and deliver, on behalf of the City, such letters to or agreements with DTC as shall be necessary to effectuate such book-entry system (any such letter or agreement being referred to herein as the *"Representation Letter"*), which Representation Letter may provide for the payment of principal of or interest on the Bonds by wire transfer.

With respect to Bonds registered in the Bond Register in the name of Cede, as nominee of DTC, the City and the Bond Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a *"DTC Participant"*) or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Bond Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to the principal of or interest on the Bonds. The City and the Bond Registrar may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Bond Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective registered owners of the Bonds, as shown in the Bond Register, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of the principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of a Bond as shown in the Bond Register, shall receive a Bond evidencing the obligation of the City to make payments of principal and interest with respect to any Bond. Upon delivery by DTC to the Bond Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the provisions in Section 3 hereof with respect to the payment of interest to the registered owners of Bonds at the close of business on the 15th day of the month next preceding the applicable interest payment date, the name "Cede" in this Ordinance shall refer to such new nominee of DTC.

RETURN TO AGENDA

In the event that (i) the City determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (ii) the agreement among the City, the Bond Registrar and DTC evidenced by the Representation Letter shall be terminated for any reason, or (iii) the City determines that it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the City shall notify DTC and DTC Participants of the availability through DTC of certificated Bonds and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede, as nominee of DTC. At that time, the City may determine that the Bonds shall be registered in the name of and deposited with such other depository operating a universal book-entry system, as may be acceptable to the City, or such depository's agent or designee, and if the City does not select such alternate universal book-entry system, then the Bonds may be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions of Section 5(a) hereof.

Notwithstanding any other provisions of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the name provided in the Representation Letter.

Section 6. *Redemption*. (a) *Optional Redemption*. All or a portion of the Bonds due on and after the date, if any, specified in the Bond Notification shall be subject to redemption prior to maturity at the option of the City from any available funds, as a whole or in part, and if in part in integral multiples of $5,000 in any order of their maturity as determined by the City (less than all of the Bonds of a single maturity to be selected by the Bond Registrar), on the date specified in the Bond Notification, and on any date thereafter, at the redemption price of par plus accrued interest to the date fixed for redemption.

(b) *Mandatory Redemption*. The Bonds maturing on the date or dates, if any, indicated in the Bond Notification shall be subject to mandatory redemption, in integral multiples of $5,000 selected by lot by the Bond Registrar, at a redemption price of par plus accrued interest to the redemption date, on December 1 of the years, if any, and in the principal amounts, if any, as indicated in said Bond Notification.

The principal amounts of Bonds to be mandatorily redeemed in each year may be reduced through the earlier optional redemption thereof, with any partial optional redemptions of such Bonds credited against future mandatory redemption requirements in such order of the mandatory redemption dates as the City may determine. In addition, on or prior to the 60th day preceding any mandatory redemption date, the Bond Registrar may, and if directed by the Council shall, purchase Bonds required to be retired on such mandatory redemption date. Any such Bonds so purchased shall be cancelled and the principal amount thereof shall be credited against the mandatory redemption required on such next mandatory redemption date.

(c) *General.* The Bonds shall be redeemed only in the principal amount of $5,000 and integral multiples thereof. The City shall, at least forty-five (45) days prior to any optional redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar) notify the Bond Registrar of such redemption date and of the principal amount, maturity or maturities of Bonds to be redeemed. For purposes of any redemption of less than all of the outstanding Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot by the Bond Registrar from the Bonds of such maturity by such method of lottery as the Bond Registrar shall deem fair and appropriate; *provided* that such lottery shall provide for the selection for redemption of Bonds or portions thereof so that any $5,000 Bond or $5,000 portion of a Bond shall be as likely to be called for redemption as any other such $5,000 Bond or $5,000 portion. The Bond Registrar shall make such selection upon the earlier of the irrevocable deposit of funds with an escrow agent sufficient to pay the redemption price of the Bonds to be redeemed or the time of the giving of official notice of redemption.

The Bond Registrar shall promptly notify the City in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

Section 7. Redemption Procedure. Unless waived by any holder of Bonds to be redeemed, notice of the call for any such redemption shall be given by the Bond Registrar on behalf of the City by mailing the redemption notice by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar.

All notices of redemption shall state:

(1) the redemption date,

(2) the redemption price,

(3) if less than all outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed,

(4) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date,

(5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the designated office of the Bond Registrar, and

(6) such other information then required by custom, practice or industry standard.

Unless moneys sufficient to pay the redemption price of the Bonds to be redeemed at the option of the City shall have been received by the Bond Registrar prior to the giving of such notice of redemption, such notice may, at the option of the City, state that said redemption shall be conditional upon the receipt of such moneys by the Bond Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds, and the Bond Registrar shall give notice, in the same manner in which the notice of redemption shall have been given, that such moneys were not so received and that such Bonds will not be redeemed. Otherwise, prior to any redemption date, the City shall deposit with the Bond Registrar an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.

Subject to the provisions for a conditional redemption described above, notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered holder a new Bond or Bonds of the same maturity in the amount of the unpaid principal.

If any Bond or portion of Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at the rate borne by the Bond or portion of Bond so called for redemption. All Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be reissued.

Section 8. Form of Bond. The Bonds shall be in substantially the following form; *provided, however,* that if the text of the Bond is to be printed in its entirety on the front side of the Bond, then paragraph [2] and the legend, "See Reverse Side for Additional Provisions", shall be omitted and paragraph [6] and the paragraphs thereafter as shall be appropriate shall be inserted immediately after paragraph [1]:

RETURN TO AGENDA

READ FIRST TIME: 10/21/2025

READ SECOND TIME:

PASSED:

APPROVED:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD - CITY CLERK

RETURN TO AGENDA

[Form of Bond - Front Side]

REGISTERED NO. _____		REGISTERED $_________

UNITED STATES OF AMERICA

STATE OF ILLINOIS

COUNTY OF ST. CLAIR

CITY OF FAIRVIEW HEIGHTS

GENERAL OBLIGATION BOND, SERIES 2025

See Reverse Side for Additional Provisions.

Interest Rate: ____%	Maturity Date: December 1, 20__	Dated Date: __________, 2025	CUSIP: ________

Registered Owner: CEDE & CO.

Principal Amount:

[1] KNOW ALL PERSONS BY THESE PRESENTS that the City of Fairview Heights, St. Clair County, Illinois, a municipality, home rule unit, and political subdivision of the State of Illinois (the *"City"*), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above (subject to the right of prior redemption as hereinafter stated), the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the later of the Dated Date of this Bond identified above or from the most recent interest payment date to which interest has been paid or duly provided for, at the Interest Rate per annum identified above, such interest to be payable on June 1 and December 1 of each year, commencing ____________, 20__, until said Principal Amount is paid or duly provided for. The principal of this Bond is payable in lawful money of the United States of America upon presentation hereof at the designated office of

__________________, Illinois, as bond registrar and paying agent (the *"Bond Registrar"*). Payment of interest shall be made to the Registered Owner hereof as shown on the registration books of the City maintained by the Bond Registrar, at the close of business on the 15th day of the month next preceding the interest payment date. Interest shall be paid by check or draft of the Bond Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books, or at such other address furnished in writing by such Registered Owner to the Bond Registrar. For the prompt payment of this Bond both principal and interest at maturity, the full faith, credit and resources of the City are hereby irrevocably pledged.

[2] Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

[3] It is hereby certified and recited that all conditions, acts and things required by the Constitution and Laws of the State of Illinois to exist or to be done precedent to and in the issuance of this Bond, including the hereinafter defined Act, have existed and have been properly done, happened and been performed in regular and due form and time as required by law; that the indebtedness of the City, represented by the Bonds, and including all other indebtedness of the City, howsoever evidenced or incurred, does not exceed any constitutional or statutory or other lawful limitation; and that provision has been made for the collection of a direct annual tax, in addition to all other taxes, on all of the taxable property in the City sufficient to pay the interest hereon as the same falls due and also to pay and discharge the principal hereof at maturity.

[4] This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

RETURN TO AGENDA

[5] IN WITNESS WHEREOF, the City of Fairview Heights, St. Clair County, Illinois, by its Council, has caused this Bond to be executed by the manual or duly authorized facsimile signature of its Mayor and attested by the manual or duly authorized facsimile signature of its City Clerk and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

SPECIMEN
____
Mayor, City of Fairview Heights
St. Clair County, Illinois

ATTEST:

SPECIMEN
____
City Clerk, City of Fairview Heights
St. Clair County, Illinois

[SEAL]

Date of Authentication: ___________, 20__

CERTIFICATE
OF
AUTHENTICATION

This Bond is one of the Bonds described in the within mentioned ordinance and is one of the General Obligation Bonds, Series 2025 of the City of Fairview Heights, St. Clair County, Illinois.

__________________,
as Bond Registrar

By__________SPECIMEN__________
Authorized Officer

Bond Registrar and Paying Agent:
__________________,
Chicago, Illinois

RETURN TO AGENDA

[Form of Bond - Reverse Side]

CITY OF FAIRVIEW HEIGHTS

ST. CLAIR COUNTY, ILLINOIS

GENERAL OBLIGATION BOND, SERIES 2025

[6] This Bond is one of a series of bonds (the *"Bonds"*) issued by the City for the purpose of financing capital improvements in and for the City, including the construction of a new building and pickleball courts at the City's Rec Complex and improvements to Pleasant Ridge Park, and paying expenses incidental thereto, all as described in the ordinance of the City, adopted by the Council of the City on the 4th day of November 2025, authorizing the Bonds, as supplemented by a notification of sale (the *"Ordinance"*), pursuant to and in all respects in compliance with the applicable provisions of the Illinois Municipal Code, as amended (the *"Municipal Code"*); as further supplemented and, where necessary, superseded, by the powers of the City as a home rule unit under the provisions of Section 6 of Article VII of the Illinois Constitution of 1970; and as further supplemented by the Local Government Debt Reform Act of the State of Illinois, as amended (the *"Reform Act"*) (collectively, the Municipal Code, constitutional home rule powers and Reform Act being the *"Act"*), and with the Ordinance, which has been duly approved by the Mayor, and published, in all respects as by law required.

[7] Bonds of the issue of which this Bond is one maturing on and after December 1, 20__, are subject to redemption prior to maturity at the option of the City as a whole, or in part in integral multiples of $5,000 in any order of their maturity as determined by the City (less than all the Bonds of a single maturity to be selected by lot by the Bond Registrar), on December 1, 20__, and on any date thereafter, at the redemption price of par plus accrued interest to the redemption date.

[8] [Mandatory Redemption provisions, as applicable, will be inserted here.]

[9] Notice of any such redemption shall be sent by first class mail not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of each Bond to be redeemed at the address shown on the registration books of the City maintained by the Bond Registrar or at such other address as is furnished in writing by such registered owner to the Bond Registrar. When so called for redemption, this Bond will cease to bear interest on the specified redemption date, provided funds for redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.

[10] This Bond is transferable by the Registered Owner hereof in person or by his or her attorney duly authorized in writing at the designated office of the Bond Registrar in ____________, Illinois, but only in the manner, subject to the limitations and upon payment of the charges provided in the Ordinance, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

[11] The Bonds are issued in fully registered form in the denomination of $5,000 each or authorized integral multiples thereof. This Bond may be exchanged at the designated office of the Bond Registrar for a like aggregate principal amount of Bonds of the same maturity of other authorized denominations, upon the terms set forth in the Ordinance. The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the 15th day of the month next preceding any interest payment date on such Bond and ending at the opening of business on such interest payment date, nor to transfer or exchange any Bond after notice calling such Bond for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds.

[12] The City and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal

hereof and interest due hereon and for all other purposes, and neither the City nor the Bond Registrar shall be affected by any notice to the contrary.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assign, and transfers unto______________________

	Here insert Social Security Number, Employer Identification Number or other Identifying Number

____

____

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint ________________________

____

as attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: ____________________________ ____________________________

Signature guaranteed: ____________________________

NOTICE: The signature to this transfer and assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Section 9. *Sale of Bonds*. The Mayor and Finance Director (the *"Designated Representatives"*) are hereby authorized to proceed not later than April 21, 2026, without any further authorization or direction from the Council, to sell the Bonds upon the terms as prescribed in this Ordinance. The Bonds hereby authorized shall be executed as in this Ordinance provided as soon after the delivery of the Bond Notification as may be, and thereupon be deposited with the Finance Director, and, after authentication thereof by the Bond Registrar, be by the Finance Director delivered to the purchaser thereof, the same being Bernardi Securities, Inc., Northfield, Illinois (the *"Purchaser"*), upon receipt of the purchase price therefor, the same being not less than 95.00% of the principal amount of the Bonds (exclusive of original issue discount), plus accrued interest to the date of delivery, if any.

Upon the sale of the Bonds, the Designated Representatives shall prepare a Notification of Sale of the Bonds, which shall include the pertinent details of sale as provided herein (the *"Bond Notification"*). In the Bond Notification, the Designated Representatives shall find and determine that the Bonds have been sold at such price and bear interest at such rates that either the true interest cost (yield) or the net interest rate received upon the sale of such Bonds does not exceed the maximum rate otherwise authorized by applicable law. The Bond Notification shall be entered into the records of the City and made available to the Council at the next regular meeting thereof; but such action shall be for information purposes only, and the Council shall have no right or authority at such time to approve or reject such sale as evidenced in the Bond Notification.

Prior to the sale of any Bonds, each of the Designated Representatives is hereby authorized to approve and execute a commitment for the purchase of a Municipal Bond Insurance Policy (as hereinafter defined), to further secure such Bonds, as long as the present value of the fee to be paid for the Municipal Bond Insurance Policy (using as a discount rate the expected yield on such Bonds treating the fee paid as interest on the Bonds) is less than the present value of the interest reasonably expected to be saved on such Bonds over the term of such Bonds as a result of the Municipal Bond Insurance Policy.

Upon the sale of the Bonds, as evidenced by the execution and delivery of a Bond Notification by the Designated Representatives, the Mayor, City Clerk and the Finance Director and any other officers of the City, as shall be appropriate, shall be and are hereby authorized and directed to approve or execute, or both, such documents of sale of the Bonds as may be necessary, including, without limitation, the contract for the sale of the Bonds between the City and the Purchaser (the *"Purchase Contract"*). Prior to the execution and delivery of the Purchase Contract, the Designated Representatives shall find and determine that to the best of the knowledge and belief of the Council, after due inquiry, no person holding any office of the City, either by election or appointment, is in any manner financially interested, either directly in his or her own name or indirectly in the name of any other person, association, trust or corporation, in the Purchase Contract.

The use by any Purchaser of any Preliminary Official Statement and any final Official Statement relating to the Bonds (collectively, the *"Official Statement"*) is hereby ratified, approved and authorized; the execution and delivery of the Official Statement is hereby authorized; and the officers of the City are hereby authorized to take any action as may be required on the part of the City to consummate the transactions contemplated by any Purchase Contract, this Ordinance, any Preliminary Official Statement, and the Official Statement and the Bonds.

Section 10. Tax Levy; Abatement. For the purpose of providing funds required to pay the interest on the Bonds promptly when and as the same falls due, and to pay and discharge the principal thereof at maturity, there is hereby levied upon all of the taxable property within the City, in the years for which any of the Bonds are outstanding, a direct annual tax sufficient for that purpose; and there is hereby levied on all of the taxable property in the City, in addition to all other taxes, the following direct annual tax (the *"Pledged Taxes"*), to wit:

For the Year	A Tax Sufficient to Produce the Sum of:	
2025	$650,000.00	for interest and principal up to and including June 1, 2027
2026	$650,000.00	for interest and principal
2027	$650,000.00	for interest and principal
2028	$650,000.00	for interest and principal
2029	$650,000.00	for interest and principal
2030	$650,000.00	for interest and principal
2031	$650,000.00	for interest and principal
2032	$650,000.00	for interest and principal
2033	$650,000.00	for interest and principal
2034	$650,000.00	for interest and principal
2035	$650,000.00	for interest and principal
2036	$650,000.00	for interest and principal
2037	$650,000.00	for interest and principal
2038	$650,000.00	for interest and principal
2039	$650,000.00	for interest and principal
2040	$650,000.00	for interest and principal
2041	$650,000.00	for interest and principal
2042	$650,000.00	for interest and principal
2043	$650,000.00	for interest and principal
2044	$650,000.00	for interest and principal
2045	$650,000.00	for interest and principal

The Pledged Taxes and other moneys (excepting proceeds of the Bonds) on deposit (collectively, the *"Bond Moneys"*) in the Bond Fund (as hereinafter defined) shall be applied to pay principal of and interest on the Bonds as follows:

Bond Moneys shall be applied to the payment of interest when due and principal or redemption price when due at maturity.

Interest or principal coming due at any time when there are insufficient funds on hand from the Pledged Taxes to pay the same shall be paid promptly when due from current funds on hand in advance of the collection of the Pledged Taxes; and when the Pledged Taxes shall have been collected, reimbursement shall be made to said funds in the amount so advanced. The City covenants and agrees with the purchasers and registered owners of the Bonds that so long as any of the Bonds remain outstanding, the City will take no action or fail to take any action which in any way would adversely affect the ability of the City to levy and collect the foregoing tax levy. The City and its officers will comply with all present and future applicable laws in order to assure that the Pledged Taxes may be levied, extended and collected as provided herein and deposited into the Bond Fund.

Whenever other funds from any lawful source are made available for the purpose of paying any principal of or interest on the Bonds so as to enable the abatement of the Pledged Taxes, the Council shall, by proper proceedings, direct the deposit of such funds into the Bond Fund and further shall direct the abatement of the taxes by the amount so deposited. A certified copy or other notification of any such proceedings abating taxes may then be filed with the County Clerk of the County of St. Clair, Illinois (the *"County Clerk"*), in a timely manner to effect such abatement.

To the extent that the taxes levied above exceed the amount necessary to pay debt service on the Bonds as set forth in the Bond Notification, the Mayor, City Clerk and the Finance Director are hereby authorized to direct the abatement of such taxes to the extent of the excess of such levy in each year over the amount necessary to pay debt service on the Bonds in the following bond year. Proper notice of such abatement shall be filed with the County Clerk in a timely manner to effect such abatement.

Section 11. Filing with County Clerk. Forthwith upon the passage of this Ordinance, the City Clerk is hereby directed to file a certified copy of this Ordinance with the County Clerk; and the County Clerk shall in and for each of the years 2025 to 2045, inclusive, ascertain the rate necessary to produce the tax herein levied; and the County Clerk shall extend the same for collection on the tax books in connection with other taxes levied in said years in and by the City for general corporate purposes of the City; and, subject to abatement as stated hereinabove, in said years such annual tax shall be levied and collected by and for and on behalf of the City in like manner as taxes for general corporate purposes for said years are levied and collected, and in addition to and in excess of all other taxes, and when collected, the taxes hereby levied shall be placed to the credit of a special fund to be designated "Bond and Interest Fund Account of 2025" (the *"Bond Fund"*), which taxes are hereby irrevocably pledged to and shall be used only for the purpose of paying the principal of and interest on the Bonds.

Section 12. Use of Bond Proceeds. The principal proceeds of the Bonds are hereby appropriated to pay the costs of issuance of the Bonds and for the purpose of paying the cost of the Project, and that portion thereof not needed to pay such costs of issuance is hereby ordered deposited into the 2025 Bond Capital Projects Fund (the *"Project Fund"*). Alternatively, the Finance Director may allocate such proceeds to one or more related project funds of the City already in existence; *provided, however*, that this shall not relieve the Finance Director of the duty to account for the proceeds as herein provided. (Any such one or more funds shall also be referred to hereinafter, collectively, as the "*Project Fund"*.) At the time of the issuance of the Bonds, the costs of issuance of the Bonds may be paid by the Purchaser or the Bond Registrar on behalf of the City from the proceeds of the Bonds.

Section 13. Non-Arbitrage and Tax-Exemption. The City hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Internal Revenue Code of 1986, as amended (the *"Code"*), or would otherwise cause the interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The City acknowledges that, in the event of an examination by the Internal Revenue Service (the *"IRS"*) of the exemption from federal income taxation for interest paid on the Bonds, under present rules, the City may be treated as a "taxpayer" in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the IRS in connection with such an examination.

The City also agrees and covenants with the purchasers and holders of the Bonds from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Bonds and affects the tax-exempt status of the Bonds.

The Council hereby authorizes the officials of the City responsible for issuing the Bonds, the same being the Mayor, City Clerk and the Finance Director, to make such further covenants and certifications regarding the specific use of the proceeds of the Bonds as approved by the Council and as may be necessary to assure that the use thereof will not cause the Bonds to be arbitrage bonds and to assure that the interest on the Bonds will be exempt from federal income taxation. In connection therewith, the City and the Council further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Bonds and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the City in such compliance.

Section 14. Reimbursement. With respect to expenditures for the Project paid within the 60-day period ending on this date and with respect to which no declaration of intent was previously made, the City hereby declares its intent to reimburse such expenditures and hereby allocates proceeds of the Bonds in the amount indicated in the Tax Exemption Certificate and Agreement to be delivered in connection with the issuance of the Bonds to reimburse said expenditures.

Section 15. Designation of Issue. The City may designate the Bonds in the Bond Notification as "qualified tax-exempt obligations" for the purposes and within the meaning of Section 265(b)(3) of the Code.

Section 16. List of Bondholders. The Bond Registrar shall maintain a list of the names and addresses of the holders of all Bonds and upon any transfer shall add the name and address of the new Bondholder and eliminate the name and address of the transferor Bondholder.

Section 17. Defeasance. Any Bond or Bonds which (a) are paid and cancelled, (b) which have matured and for which sufficient sums have been deposited with the Bond Registrar to pay all principal and interest due thereon, or (c) for which sufficient U.S. funds and direct U.S. Treasury obligations have been deposited with the Bond Registrar or similar institution to pay, taking into account investment earnings on such obligations, all principal of and interest on such Bond or Bonds when due at maturity or as called for redemption, pursuant to an irrevocable escrow or trust agreement, shall cease to have any lien on or right to receive or be paid from the Bond Moneys or Pledged Taxes and shall no longer have the benefits of any covenant for the registered owners of outstanding Bonds as set forth herein as such relates to lien and security of the outstanding Bonds. All covenants relative to the tax-exempt status of the Bonds; and payment, registration, transfer, and exchange; are expressly continued for all Bonds whether outstanding Bonds or not.

Section 18. Duties of Bond Registrar. If requested by the Bond Registrar, the Mayor and City Clerk are authorized to execute the Bond Registrar's standard form of agreement between the

City and the Bond Registrar with respect to the obligations and duties of the Bond Registrar hereunder which may include the following:

(a) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided herein;

(b) to maintain a list of Bondholders as set forth herein and to furnish such list to the City upon request, but otherwise to keep such list confidential;

(c) to give notice of redemption of the Bonds as provided herein;

(d) to cancel and/or destroy Bonds which have been paid at maturity or submitted for exchange or transfer;

(e) to furnish the City at least annually a certificate with respect to Bonds cancelled and/or destroyed; and

(f) to furnish the City at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

Section 19. Continuing Disclosure Undertaking. The Mayor or the Finance Director is hereby authorized, empowered and directed to execute and deliver a Continuing Disclosure Undertaking (the *"Continuing Disclosure Undertaking"*) in connection with the issuance of the Bonds, with such provisions therein as he or she shall approve, his or her execution thereof to constitute conclusive evidence of his or her approval of such provisions. When the Continuing Disclosure Undertaking is executed and delivered on behalf of the City as herein provided, the Continuing Disclosure Undertaking will be binding on the City and the officers, employees and agents of the City, and the officers, employees and agents of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Ordinance, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order, to cause the City to comply with its obligations under the Continuing Disclosure Undertaking.

Section 20. Municipal Bond Insurance. In the event the payment of principal and interest on any series of the Bonds is insured pursuant to a municipal bond insurance policy (the *"Municipal Bond Insurance Policy"*) issued by a bond insurer (the *"Bond Insurer"*), and as long as such Municipal Bond Insurance Policy shall be in full force and effect, the City and the Bond Registrar agree to comply with such usual and reasonable provisions regarding presentment and payment of the Bonds, subrogation of the rights of the Bondholders to the Bond Insurer upon payment of the Bonds by the Bond Insurer, amendment hereof, or other terms, as approved by the Mayor on advice of counsel, his or her approval to constitute full and complete acceptance by the City of such terms and provisions under authority of this Section.

Section 21. Record-Keeping Policy and Post-Issuance Compliance Matters. On December 16, 2014, the Council adopted a record-keeping policy (the *"Policy"*) in order to maintain sufficient records to demonstrate compliance with its covenants and expectations to ensure the appropriate federal tax status for the debt obligations of the City, the interest on which is excludable from "gross income" for federal income tax purposes or which enable the City or the holder to receive federal tax benefits, including, but not limited to, qualified tax credit bonds and other specified tax credit bonds. The Council and the City hereby reaffirm the Policy.

Section 22. Publication of Ordinance. A full, true and complete copy of this Ordinance shall be published within ten days after passage in pamphlet form by authority of the Council.

Section 23. This Ordinance a Contract. The provisions of this Ordinance shall constitute a contract between the City and the registered owners of the Bonds, and no changes, additions or alterations of any kind shall be made hereto, except as herein provided.

RETURN TO AGENDA

Section 24. *Severability*. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

RETURN TO AGENDA

Section 25. Superseder and Effective Date. All ordinances, resolutions and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded; and this Ordinance shall be in full force and effect immediately upon its passage, approval and publication. It is the intent of this Section 25 to supersede Section 2 of Ordinance No. 769-'93, adopted May 4, 1993, solely for the purpose of issuing the Bonds, levying the Pledged Taxes for the payment of the Bonds, and any other provision of this Bond Ordinance related to the Bonds ; and said Section 2 of Ordinance No. 769-'93 is therefore and hereby superseded solely for said purposes.

ADOPTED: November 4, 2025

AYES: ______________________________

____

NAYS: ______________________________

ABSENT: ______________________________

Approved: November 4, 2025

____
Mayor, City of Fairview Heights, St. Clair County, Illinois

ATTEST:

____
City Clerk, City of Fairview Heights, St. Clair County, Illinois

Recorded in the City Records on November 4, 2025.

RETURN TO AGENDA

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

CERTIFICATION OF ORDINANCE AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Fairview Heights, St. Clair County, Illinois (the *"City"*), and as such official I am the keeper of the records and files of the Council of the City (the *"Council"*).

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Council held on the 4th day of November, 2025, insofar as same relates to the adoption of Ordinance No. ____ - 2025 titled:

> AN ORDINANCE providing for the issuance of not to exceed $8,250,000 General Obligation Bonds, Series 2025, of the City of Fairview Heights, St. Clair County, Illinois, for the purpose of financing capital improvements in and for the City, including the construction of a new building and pickleball courts at the City's Rec Complex and improvements to Pleasant Ridge Park, providing for the levy and collection of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Council on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Council at least 48 hours in advance of the holding of said meeting, that at least one copy of said agenda was continuously available for public review during the entire 48-hour period preceding said meeting, that said agenda contained a separate specific item concerning the proposed adoption of said ordinance, a true, correct and complete copy of the agenda as so posted being attached hereto as *Exhibit A,* that said meeting was called and held in strict compliance with the provisions the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Illinois Municipal Code, as amended, and that the Council has complied with all of the applicable provisions of said Act and said Code and its procedural rules in the adoption of said ordinance.

RETURN TO AGENDA

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the City, this 4th day of November, 2025.

____

City Clerk

[SEAL]

RETURN TO AGENDA

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

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of St. Clair, Illinois, and as such official I do further certify that on the ____ day of _________, 2025, there was filed in my office a duly certified copy of Ordinance No. ____-2025 titled:

> AN ORDINANCE providing for the issuance of not to exceed $8,250,000 General Obligation Bonds, Series 2025, of the City of Fairview Heights, St. Clair County, Illinois, for the purpose of financing capital improvements in and for the City, including the construction of a new building and pickleball courts at the City's Rec Complex and improvements to Pleasant Ridge Park, providing for the levy and collection of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

duly adopted by the Council of the City of Fairview Heights, St. Clair County, Illinois, on the 4th day of November, 2025, and approved by the Mayor, and that the same has been deposited in (and all as appearing from) the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this ____ day of _________, 2025.

____
County Clerk of The County of St. Clair, Illinois

[SEAL]

RETURN TO AGENDA

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

CERTIFICATE OF PUBLICATION IN PAMPHLET FORM

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Fairview Heights, St. Clair County, Illinois (the *"City"*), and as such official I am the keeper of the official journal of proceedings, books, records, minutes and files of the City and of the Council (the *"Council"*) of the City.

I do further certify that on the 4th day of November, 2025 there was published in pamphlet form, by authority of the Council, a true, correct, and complete copy of Ordinance No. ____ - 2025 of the City titled:

> AN ORDINANCE providing for the issuance of not to exceed $8,250,000 General Obligation Bonds, Series 2025, of the City of Fairview Heights, St. Clair County, Illinois, for the purpose of financing capital improvements in and for the City, including the construction of a new building and pickleball courts at the City's Rec Complex and improvements to Pleasant Ridge Park, providing for the levy and collection of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

and providing for the issuance of said bonds, and that the ordinance as so published was on that date readily available for public inspection and distribution, in sufficient number so as to meet the needs of the general public, at my office as City Clerk located in the City.

IN WITNESS WHEREOF, I have affixed hereto my official signature and the seal of the City this 4th day of November, 2025.

____

City Clerk

[SEAL]

RETURN TO AGENDA

EXTRACT OF MINUTES of a regular public meeting of the Council of the City of Fairview Heights, St. Clair County, Illinois, held at the City Hall located at 10025 Bunkum Road, in said City, at 7:00 p.m., on the 4th day of November, 2025.

The Mayor called the meeting to order and directed the City Clerk to call the roll.

Upon the roll being called, Mark Kupsky, the Mayor, and the following Council Members were physically present at said location:____

____.

The following Council Members were allowed by rules adopted by the Council to attend the meeting by video or audio conference:____ .

The following Council Members were absent and did not participate in the meeting in any manner or to any extent whatsoever: ____ .

The Mayor announced that the next item for consideration was the issuance of not to exceed $8,250,000 General Obligation Bonds to be issued by the City pursuant to its home rule powers for the purpose of financing capital improvements in and for the City, including the construction of a new building and pickleball courts at the City's Rec Complex and improvements to Pleasant Ridge Park, and that the Council would consider the adoption of an ordinance providing for the issue of said bonds and the levy of a direct annual tax sufficient to pay the principal and interest thereon. The Mayor then explained that the ordinance sets forth the parameters for the issuance of said bonds and the sale thereof by designated officials of the City and summarized the pertinent terms of said parameters, including the specific parameters governing the manner of sale, length of maturity, rates of interest, purchase price and tax levy for said bonds.

WHEREUPON the Mayor presented and explained, and there was incorporated into the record in full the following ordinance titled:

RETURN TO AGENDA

> AN ORDINANCE providing for the issuance of not to exceed $8,250,000 General Obligation Bonds, Series 2025, of the City of Fairview Heights, St. Clair County, Illinois, for the purpose of financing capital improvements in and for the City, including the construction of a new building and pickleball courts at the City's Rec Complex and improvements to Pleasant Ridge Park, providing for the levy and collection of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

(the *"Bond Ordinance"*).

Council Member ____________________ then moved and Council Member ___________________ seconded the motion that the Bond Ordinance as presented be adopted.

After a full discussion thereof, the Mayor directed that the roll be called for a vote upon the motion to adopt the Bond Ordinance.

Upon the roll being called, the Mayor and following Council Members voted AYE: _____

____

____

and the following Council Members voted NAY: ____

WHEREUPON, the Mayor declared the motion carried and the Bond Ordinance adopted, and henceforth did approve and sign the same in open meeting, and did direct the City Clerk to record the same in full in the records of the Council of the City of Fairview Heights, St. Clair County, Illinois.

Other business was duly transacted at said meeting.

Upon motion duly made and carried, the meeting adjourned.

____

City Clerk

RETURN TO AGENDA

PROPOSED ORDINANCE NO. 25-25

AN ORDINANCE AUTHORIZING A REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF FAIRVIEW HEIGHTS, ILLINOIS AND LINCOLN PLACE CAPITAL, LLC FOR A REDEVELOPMENT PROJECT AT 6101 N ILLINOIS STREET 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 Lincoln Place Capital, 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, Lincoln Place Capital, LLC desires to undertake site improvements at 6101 N Illinois Street, Fairview Heights, IL, 62208 and currently owns the real estate underlying the Project Area; and

WHEREAS, the Community Committee of the City Council met on October 22, 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 Lincoln Place Capital, LLC.

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

RETURN TO AGENDA

READ FIRST TIME:

READ SECOND TIME:

PASSED:

APPROVED:

____
MARK T. KUPSKY – MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

____
KAREN J. KAUFHOLD – CITY CLERK

RETURN TO AGENDA

CITY OF FAIRVIEW HEIGHTS, ILLINOIS
REDEVELOPMENT AGREEMENT

LINCOLN PLACE CAPITAL, LLC

Redevelopment of Retail Commercial Space

located at 6101 North Illinois Street - 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 Lincoln Place Capital, LLC, 275 Madison Ave, Suite 1100 New York, NY 10016. 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 6101 North Illinois Street, 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 $475,000, including, but not limited to, acquisition, site clearance, construction, and site improvements to be completed no later than December 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) ten (10) 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;

RETURN TO AGENDA

(ii) A description of the Developer's financing sources (Financing) that confirms adequate financing of the project including what proportion of funds, if any, shall be the Developer's equity capital and evidence of the availability thereof. If any portion of the funds will be borrowed, the Developer shall furnish a commitment for a conventional construction loan from an institutional lender or from the Developer's parent corporation providing adequate financing, identifying, among other things, the lender the amount of the loan, length of the term and the applicable interest rate (Commitment). The terms of the Commitment and other financings shall be subject to the reasonable approval of the City with respect to the adequacy of the Financing and the Developer's equity to assure that funds will be readily available to support the costs of the project including all Development Requirements and other non-construction costs;

(iii) The contract between Developer and the General Contractor for the construction of the Project; and

(iv) A copy of the application of the building permit with regard to the construction of the Project showing all fees paid.

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

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

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

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

(g) Mortgagees Not Obligated to Construct. Notwithstanding any other provisions of the Agreement, the institutional holder of any mortgage or its affiliate authorized by the Agreement shall not be obligated by the provisions of this Agreement to complete the Development Requirements and the construction of the Project or to guarantee such construction or completion. Nothing in this paragraph or any other paragraph of this Agreement shall be deemed or construed to permit or authorize any such holder or its affiliate to develop or use the Project or any part thereof for any use or to construct any improvements other than the Project as provided for or permitted in the Agreement.

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

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

4. FINANCING REQUIREMENTS AND CITY ASSISTANCE.

(a) Verification of Redevelopment Project Costs. The Developer shall substantially perform all of its obligations under this Agreement and furnish the City with a cost analysis certified by an independent party, setting forth all redevelopment project costs for the Project on or before December 15, 2026.

(b) Maximum Reimbursement. The City shall remit to the Developer the requested sales tax rebate set forth above, in an amount not to exceed a total reimbursement of $75,000.00 to be rebated to the Developer on an annual basis as described in the disbursement schedule.

(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

RETURN TO AGENDA

party; or

(xi) The Developer allows the conduct of general business operations at the Project Area to permanently cease after initial commencement within two (2) years of the Project Completion Date.

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

(f) After Issuance of a Certificate. If, after the date on which the City issues its Certificate of Completion, the Developer defaults in any specific manner as described in Section 6(d), including but not limited to, Section 6(d)(ix), the City shall be excused from performance of any further obligations under this Agreement, entitled to the repayment of any and all amounts reimbursed to the Developer under this Agreement, and any rights available against Developer at law or in equity, including, without limitation, a suit for direct and actual, but not speculative, punitive or consequential damages.

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

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

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

7. NON-DISCRIMINATION.

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

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

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

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

8. MISCELLANEOUS PROVISIONS.

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

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

(i) Its parent company; or

(ii) Any company which merges, consolidates or acquires substantially all of the assets of Developer, including the Project Area as a going concern; or

(iii) Any entity in which the Developer has a controlling interest of 51 % or more.

(c) Conflict of Interest – City's Representatives Not Individually Liable. Developer covenants that, prior to the issuance of any Certificate of Completion by the City, no member of any city board, commission or agency, or official or employee of the City shall have any proprietary interest, direct or indirect, in the Developer, this Agreement, or the Development Requirements, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested. No member, official, or employee of the City shall be personally liable to the Developer to perform any commitment or obligation of the City under this Agreement nor shall any such person be personally liable in the event of any default or breach by the City.

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

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

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

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

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

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

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

RETURN TO AGENDA

If to the City:	Mayor Mark Kupsky 10025 Bunkum Road Fairview Heights, IL 62208
If to the Developer:	David Stier Fairview Place Capital, LLC 275 Madison Ave, Suite 1100 New York, NY 10016

(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. Kupsky 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:_____________

RETURN TO AGENDA

Lincoln Place Capital, LLC

By:

____

David Stier
Lincoln Place Capital, 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 David Stier, personally known to me to be the authorized representative of Lincoln Place, LLC., located at 275 Madison Ave, Suite 1100 New York, NY 10016, 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:_______________

RETURN TO AGENDA

Disbursement Schdule

Project Footloose - 6101 N Illinois

DRAFT - NOT YET APPROVED

Proposed Incentive Schedule

Year	Gross Sales	City Sales Tax	Rebate	To Developer	To City
1	$1,600,000.00	$ 16,000.00	**%	$ 11,200.00	$4,**0.00
2	$ *******	$ *******	**%	$ 10,712.00	$5,**8.00
3	$ *******	$ *******	**%	$ 10,184.64	$6,**9.76
4	$ *******	$ *******	**%	$ 9,616.00	$7,**7.63
5	$ *******	$ *******	**%	$ 9,004.07	$9,**4.07
6	$ *******	$ *******	**%	$ 8,346.77	$1*,201.61
7	$ *******	$ *******	**%	$ 8,597.18	$1*,507.66
8	$ *******	$ *******	**%	$ 7,339.34	$1*,338.64
9	$ *******	$ *******	**%	$ -	$2*,268.32
10	$ *******	$ *******	**%	$ -	$2*,876.37
	$*******	$ *******		$ 75,000.00	$ 1**,4**.07

13-Oct-25

RETURN TO AGENDA

APPENDIX 1

Application #:__________

Business Assistance Program Application

Applicant Information

1. Name of Person Completing Application: David Stier
2. Address: 275 Madison Ave, Suite 1100 New York, NY 10016
3. Phone Number: 212-889-6405
4. Fax Number: __________
5. Email: ds@jenel.net

Business Information

1. Business Name: Jenel Real Estate
2. Owner: Lincoln Place Capital LLC c/o Jenel Real Estate
   a. Representative of owner: David Stier
   b. Does Representative have a financial interest in the project? ☑ Yes ☐ No
   c. If yes, what is the percentage level of participation? 100 %
3. State of Organization: __________
4. Address: __________
5. Phone Number: 212-889-6405
6. Fax Number: __________
7. Email: ds@jenel.net
8. Type of Business Entity: __________

RETURN TO AGENDA

Project Information

Provide the Street Address of the project: 6101 N Illinois Street

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 Not Applicable

   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? B4

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

   If Yes, provide application numbers and dates for each application: Not requried

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.

   Re-tenancy of 9,500 sq ft retail building with tenant that is not currently in the market. Redevelopment will include tenant build out, but will not require significant modification to the exterior structure or parking. Site has been a retail site in the past and is unique is size, limiting prospective tenants. BAP funds are necessary to address site limitations and issues relating to restrictions within the retail complex.

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

   ☐ YES ☑ NO. If Yes, describe improvements required:

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

   ☑ YES ☐ NO

RETURN TO AGENDA

8. Identify: Project Start Date: January 2026 and Project Completion Date: August 2026

Project Costs

1. Estimated Total Project Cost: complete the following worksheet

Remodeling/Rehabilitation/Expansion (TOTAL):	$375,000.00
Labor	$25,000.00
Materials	$50,000.00
New Construction (TOTAL):	$
Labor	$
Materials	$
Capital Equipment:	$
Site Improvements (Acquisition/Preparation, etc.):	$$25,000.00
Other:	$
TOTAL ESTIMATED PROJECT COST:	$475,000.00

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

Public Benefits

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

PIN	EAV	TAXES	Projected EAV	Projected TAXES
03-28.0-405-054	$3,625,643.00	$234,067.90	$3,800,000.00	$250,000.00

Existing sales subject to sales tax: $0

Proposed sales subject to sales tax: $1,700,000

Existing number of FTE jobs: 0

Proposed number of FTE jobs: 15

Indicate the total amount of financial assistance requested (in current dollars): $ 75,000 .00

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

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

The project will serve as a catalyst for other new private investment within the 159 corridor, will re-occupy a vacant building, and will create a minimum of 15 full time equivalent jobs.

RETURN TO AGENDA

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.

[signature]	MEMBER	10/20/25
NAME	**TITLE**	**DATE**

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

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

All applications shall be submitted to 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