



City of Fairview Heights

CITY COUNCIL MEETING AGENDA
10025 BUNKUM ROAD
FAIRVIEW HEIGHTS, IL 62208
AUGUST 05, 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 – July 15, 2025

G. Committee Reports

H. Communications from Mayor

I. Communication from Elected Officials

J. UNFINISHED BUSINESS

None

K. NEW BUSINESS

Proposed Ordinance No. 13-'25 an Ordinance granting an Area Bulk Variance to allow a detached carport to be 4' from the principal structure at 8 Spivey Ln, Fairview Heights, PIN #03-21.0-303-007. (Community Committee)

Proposed Ordinance No. 14-'25 an Ordinance authorizing a Redevelopment Agreement between the City of Fairview Heights, Illinois and Apex Holdings for the Redevelopment Project at 9510 St. Clair Ave in the City of Fairview Heights. (Community Committee)

Proposed Resolution No. 53-'25 a Resolution approving a Special Use Permit at 1807 west HWY 50 within the "B-3" Community Business District to allow an auto repair facility. (Community Committee)

Proposed Resolution No. 54-'25 a Resolution approving a Special Use Permit at 5520 N Illinois within the "B-4" retail Business District to allow an auto repair facility. (Community Committee)

Proposed Resolution No. 55-'25 a Resolution authorizing the Mayor on behalf of the City to enter into a contract with Hanks Excavating for the demolition of 9116 Bunkum Road, 9918 Bunkum Road, and 10025 Bunkum Road Rear, for a cost not to exceed \$66,000.00. (Community Committee)

L. MOTION

M. ADJOURNMENT

**CITY OF FAIRVIEW HEIGHTS
CITY COUNCIL MINUTES
July 15, 2025**

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

ROLL CALL

Roll call of Aldermen present: Frank Menn, Derrick King, James Winkeler, Barbara Brumfield, Brenda Wagner and Bill Poletti. Alderman Harry Zimmerman, Pat Peck, and Anthony LeFlore was absent-excused to attend virtually. Alderman Josh Frawley was absent – not excused. City Clerk Karen Kaufhold and Attorney Andrew Hoerner were present.

PUBLIC PARTICIPATION

None

CONSENT AGENDA

Alderman Barbara Brumfield moved to approve the July 1st, 2025 City Council Meeting minutes and Finance Director's Report and the bills and invoices presented for payment in the amount of \$2,441,873.61. Seconded by Alderman Brenda Wagner.

Alderman Pat Peck moved to amend the July 1st, 2025 City Council Meeting minutes not to include the Finance Director's Report and the bills and invoices presented for payment in the amount of \$1,489,919.22, because it was written in error. Seconded by Alderman Brenda Wagner.

Roll call on the motion to amend the July 1st, 2025 City Council Meeting Minutes showed Aldermen Menn, King, Winkeler, Brumfield, Wagner, Zimmerman, Peck, LeFlore and Poletti, voting "Yea". Alderman Frawley was absent. Motion passed with 9 yeas and one absent.

Roll call on the Amended July 1st, 2025 City Council Meeting minutes and Finance Director's Report and the bills and invoices presented for payment in the amount of \$2,441,873.61 showed Aldermen Menn, King, Winkeler, Brumfield, Wagner, Zimmerman, Peck, LeFlore and Poletti, voting "Yea". Alderman Frawley was absent. Motion passed with 9 yeas and one absent.

COMMITTEE REPORTS

The Mayor announced that the Community Committee Meeting will be on July 16th, 2025 at 7:00 P.M.

COMMUNICATIONS FROM THE MAYOR

The Mayor began by announcing the flooring work on the first floor of the City Hall building is complete. Mayor Kupsy notified us on July 23rd, 2025, Evergreen Beauty will have its Grand Opening. In closing, Mayor Mark reminded us that school will be starting soon, the Police Officers are recovering well and wanted to thank everyone for their prayers.

COMMUNICATIONS FROM ELECTED OFFICIALS

None

UNFINISHED BUSINESS

None

NEW BUSINESS

Proposed Resolution No. 48-'25 a Resolution authorizing the Mayor to enter into a contract on behalf of the City of Fairview Heights with Christ Bros. Asphalt, Inc. for the Asphalt Resurfacing of Fountains Parkway. Motion by Alderman Poletti. Seconded by Alderman LeFlore.

Roll call on the Proposed Resolution No. 48-'25 showed Aldermen Menn, King, Winkeler, Brumfield, Wagner, Zimmerman, Peck, LeFlore and Poletti, voting "Yea". Alderman Frawley was absent. Motion passed with 9 yeas and one absent.

Proposed Ordinance No. 48-'25 passed on with 9 yeas 1 absent.

Proposed Ordinance No. 48-'25 now becomes **RESOLUTION NO. 4651-2025**

Proposed Resolution No. 49-'25 a Resolution authorizing the Mayor to enter into a contract on behalf of the City of Fairview Heights with Hank's Excavating & Landscaping, Inc. for the Fap Route 9166A Lincoln Highway (US HWY 50) Improvements Project located from the State of Illinois' Right – of – Way line at Barnes & Noble Proceeding East to Joseph Drive. Motion by Alderman Wagner. Seconded by Alderman Poletti.

Roll call on the Proposed Resolution No. 49-'25 showed Aldermen Menn, King, Winkeler, Brumfield, Wagner, Zimmerman, Peck, LeFlore and Poletti, voting "Yea". Alderman Frawley was absent. Motion passed with 9 yeas and one absent.

Proposed Ordinance No. 49-'25 passed on with 9 yeas 1 absent.

Proposed Ordinance No. 49-'25 now becomes **RESOLUTION NO. 4652-2025**

Proposed Resolution No. 50-'25 a Resolution authorizing the Mayor to enter into Agreement with DMS Contracting, Inc. for the City's 2025 Oil and Cip Program for Various Streets within the City. Motion by Alderman Poletti. Seconded by Alderman King.

Roll call on the Proposed Resolution No. 50-'25 showed Aldermen Menn, King, Winkeler, Brumfield, Wagner, Zimmerman, Peck, LeFlore and Poletti, voting "Yea". Alderman Frawley was absent. Motion passed with 9 yeas and one absent.

Proposed Ordinance No. 50-'25 passed on with 9 yeas 1 absent.

Proposed Ordinance No. 50-'25 now becomes **RESOLUTION NO. 4653-2025**

Proposed Resolution No. 51-'25 a Resolution authorizing the Mayor on behalf of the City of Fairview Heights to enter into an Agreement with the St. Clair County to Memorialize an Agreement for the construction and maintenance of certain shared use path on St. Clair County Right –of-Way. Motion by Alderman Winkeler. Seconded by Alderman Brumfield.

Roll call on the Proposed Resolution No. 51-'25 showed Aldermen Menn, King, Winkeler, Brumfield, Wagner, Zimmerman, Peck, LeFlore and Poletti, voting "Yea". Alderman Frawley was absent. Motion passed with 9 yeas and one absent.

Proposed Ordinance No. 51-'25 passed on with 9 yeas 1 absent.

Proposed Ordinance No. 51-'25 now becomes **RESOLUTION NO. 4654-2025**

Proposed Resolution No. 52-'25 a Resolution authorizing the Mayor to enter into a purchase agreement with Kansas Highway Patrol, Topeka, Kansas for the purchase of one (1) Police Vehicle for use by the Fairview Heights Police Department. Motion by Alderman Wagner. Seconded by Alderman Poletti.

Roll call on the Proposed Resolution No. 52-'25 showed Aldermen Menn, King, Winkeler, Brumfield, Wagner, Zimmerman, Peck, LeFlore and Poletti, voting "Yea". Alderman Frawley was absent. Motion passed with 9 yeas and one absent.

Proposed Ordinance No. 52-'25 passed on with 9 yeas 1 absent.

Proposed Ordinance No. 52-'25 now becomes **RESOLUTION NO. 4655-2025**

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

Meeting adjourned at 7:11 P.M.

Respectfully submitted,

KAREN J. KAUFHOLD
CITY CLERK

DRAFT

PROPOSED ORDINANCE NO. 13-'25

AN ORDINANCE GRANTING AN AREA BULK VARIANCE TO ALLOW A DETACHED CARPORT TO BE 4' FROM THE PRINCIPAL STRUCTURE AT 8 SPIVEY LN, FAIRVIEW HEIGHTS, PIN #03-21.0-303-007.

WHEREAS, the Zoning Board of Appeals on July 3, 2025 held the necessary Public Hearing and reviewed the requested Area Bulk Variance for 8 Spivey Ln, Fairview Heights.

WHEREAS, the Community Committee reviewed the recommendation of the Zoning Board of Appeals on July 16, 2025 and has transmitted the Findings of Fact to the City Council.

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

SECTION 1. APPROVAL. The Area/Bulk Variance requested for Section 14-08-24 (D) pertaining to accessory structure setbacks was recommended for approval by the Zoning Board of Appeals.

SECTION 2. ADVISORY. The Findings of Fact and conditions of this variance from the Zoning Board of Appeals is attached hereto, made a part hereof and marked "EXHIBIT A."

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

READ FIRST TIME:

READ SECOND TIME:

PASSED:

APPROVED:

MARK T. KUPSKY- MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

Roll call of Aldermen voting "Yea"

KAREN J. KAUFHOLD - CITY CLERK

“EXHIBIT A”

FINDINGS

ZBA-01-25

Board member Peterson moves to recommend approval of ZBA-01-25, an Area Bulk Variance to allow a variance from Section 14-8-24 (D) to allow a carport to be 4' from the principal structure rather than the 10' required. The property is addressed as 8 Spivey Ln, St. Clair County PIN 03-21.0-303-007.

Area Bulk Variance

1. The request will not be injurious or detrimental to the public health, safety and welfare.
2. The applicant is requesting a variance due to utility constraints of the parcel.
3. Strict application of the Code would deprive the applicant of reasonable use of the property.
4. The request will not alter the essential character of the area.

PROPOSED ORDINANCE NO. 14-25

AN ORDINANCE AUTHORIZING A REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF FAIRVIEW HEIGHTS, ILLINOIS AND APEX HOLDINGS FOR THE REDEVELOPMENT PROJECT AT 9510 ST. CLAIR AVE 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 Apek Holdings 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, Apek Holdings desires to undertake site improvements at 9510 St. Clair Ave, Fairview Heights, IL, 62208 and currently owns the real estate underlying the Project Area; and

WHEREAS, the Community Committee of the City Council met on July 16, 2025 to review the application for the Project and recommended approval of the application to be incorporated into a Redevelopment Agreement; and

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

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

SECTION 1. INCORPORATION OF THE RECITALS

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

SECTION 2. REDEVELOPMENT AGREEMENT

The City Council of the City of Fairview Heights hereby authorizes the mayor to execute the attached Redevelopment Agreement with Apek Holdings.

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

READ FIRST TIME:

READ SECOND TIME:

PASSED:

APPROVED:

MARK T. KUPSKY – MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD – CITY CLERK

CITY OF FAIRVIEW HEIGHTS, ILLINOIS REDEVELOPMENT AGREEMENT

Apek Holdings

Redevelopment of light industrial space

located at 9510 St. Clair Avenue - 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 Apek Holdings, P.O. Box 122 Golf, IL 60029. 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 9510 St. Clair Ave, 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 \$1,225,000, including, but not limited to, acquisition, site clearance, construction, and site improvements to be completed no later than April 15, 2026; and
 - (ii) Provide the City with lien waivers and a Certificate of Affidavit documenting all expenditures prior to reimbursement by the City; and
 - (iii) Create (or lease the Project to a tenant that creates) three (3) FTE jobs within the first year following the Project Completion Date; and
 - (iv) Create (or lease the Project to a tenant that creates) two (2) FTE jobs within two to five (2-5) years following the Project Completion Date; and
 - (v) Prior to expiration of the 12-year period described in Section 4(d) below, not petition to St. Clair County for any reduction in assessed valuation without prior consent of the City; and
 - (vi) Comply at all times in all material respects with all existing and applicable Federal, State, County, and Local laws, regulations and ordinances, including, but

not limited to, those which establish the applicable prevailing wage to be paid by the Developer to workers on the Project. Developer, like the City, acknowledges the value of trade unions in construction projects, and agrees that 100% of Developer's labor related to demolition will be provided by contractors using labor provided by participating member trade unions affiliated with the Southwestern Illinois Building and Trades Council and Developer will cause its general contractor to solicit bids from subcontractors affiliated with such unions for the balance of the Project. All work and labor performed in whole or in part with regard to the Project that is covered or compensated by City economic incentives shall be provided by contractors using labor provided by participating member trade unions affiliated with the Southwestern Illinois Building and Trades Council unless Developer demonstrates to the reasonable satisfaction of the City that such contractors failed to provide competitive bids for such work or were not available to perform such work without materially delaying Developer's construction timeline, in which case the work and labor related to the Project shall be provided by contractors using labor provided by participating member trade unions affiliated with other Building and Trades Councils; and

- (vii) Hold the City harmless concerning provision of incentives or suffer injunction under legal action against the City; and
- (viii) Reimburse the City for any and all public funds provided to the Developer in the event that the Developer fails to meet the obligations set forth in this Agreement resulting in an Event of Default under Section 6(d); and
- (ix) Complete and return annually a Development Agreement Reporting Form provided as the second attachment to this Agreement; and

- (x) Agree that any expenses incurred for the Project prior to the date of approval by the City Council are not eligible for reimbursement through provisions of this Agreement; and
 - (xi) Obtain and maintain all insurance coverages required by section 37-4-1 of the Revised Code of Ordinances of Fairview Heights, Illinois, and name the City as an additional insured on the policies of insurance specified therein, as set for the in Section 5(c) to this Agreement; and
 - (xii) Issue at least thirty (30) days written notice to the City that the payment(s) required of the City pursuant to Section 4(a) is/are due.
- (b) Plans and Specifications. The Project shall conform to the Project Description set forth in the Application in all material respects. No material deviation from the building permit shall be made by Developer without the prior written consent of the DLED and other applicable Department of the City, which consent shall not be unreasonably withheld or delayed, provided nothing shall impact the City's right to withhold consent in accordance with its standard practices and procedures.

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

Upon receipt of proposed changes to the Project or Development Plan, the DLED shall have fifteen (15) days in which to approve or to reject the same by written notice to the Developer. Such approval shall be subject to the City's

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

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

applicable interest rate (Commitment). The terms of the Commitment and other financings shall be subject to the reasonable approval of the City with respect to the adequacy of the Financing and the Developer's equity to assure that funds will be readily available to support the costs of the project including all Development Requirements and other non-construction costs;

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

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

- (e) Relocation of Utilities. Any relocation, repair or replacement of any existing City power, communications, or other utilities lines in and under the Project or the public streets or private property owned by Developer or adjacent to the Project shall be relocated, repaired, or replaced by the Developer at its sole cost and in accordance with the City's standard specifications.
- (f) Certificate of Completion. Upon completion of the Project in accordance with the provisions contained in this Agreement and commencement of business, the DLED, upon written request by Developer, shall furnish a Certificate of Completion (Certificate) to the Developer. The Certificate shall be conclusive determination of satisfaction and termination of the covenants in this Agreement with respect

to the obligations of Developer. The certificate shall not constitute evidence that the Developer has complied with applicable provisions of federal, state and local laws, ordinances and regulations with respect to the construction of the Project. The Certificate shall be in recordable form.

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

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

Whenever the City shall deliver a notice or demand with respect to any breach or default by the Developer of its obligations under this Agreement, the City shall at the same time forward a copy of such notice or demand to any institutional mortgagee whose address has been given in writing to the City and the DLED. After any such default by

the Developer, each institutional mortgagee shall have the right but not the obligation to remedy such default within a reasonable time following receipt of notice by such mortgagee.

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

4. FINANCING REQUIREMENTS AND CITY ASSISTANCE.

- (a) Verification of Redevelopment Project Costs. The Developer shall substantially perform all of its obligations under this Agreement and furnish the City with a cost analysis certified by an independent party, setting forth all redevelopment project costs for the Project on or before April 15, 2026.
- (b) Maximum Reimbursement. The City shall remit to the Developer the requested TIF rebate set forth above, in an amount not to exceed a total reimbursement of \$75,000.00 to be rebated to the Developer upon completion of a certificate of completion.
- (c) Misc.
 - (i) City will not unreasonably withhold consent for the Developer's application to St. Clair County for reduction in assessed valuation pursuant Section 3(a) of this Agreement.

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 an each occurrence limit of One Million Dollars (\$1,000,000.00).
 - (ii) Commercial Automobile Liability. The policy shall cover owned non-owned, and hired vehicles. The Commercial Automobile Liability policy shall provide a Bodily Injury & Property Damage Liability Limit of One Million Dollars (\$1,000,000.00), per each

occurrence.

- (iii) Employers Liability Coverage, providing for coverage of at least Five Hundred Thousand Dollars (\$500,000.00) and each employee limit of Five Hundred Thousand Dollars (\$500,000.00).
- (iv) Umbrella Liability. Any policy shall provide excess limits over and above the other insurance limits stated herein. The Developer may purchase insurance for the full limits required or by a combination of primary policies for lesser limits and remaining limits provided by the umbrella policy.

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

All insurance shall remain in force during the period covering occurrences happening on or after the effective date and remain in effect during performance of the Work and all times thereafter when the Developer may be correcting, removing, or replacing defective work until notification of the date of final inspection. Termination or refusal to renew shall not be made without thirty (30) days prior written notice to the City by the insurer and the policies shall be endorsed so as to remove any language restriction or limiting liability concerning this obligation.

Certified copies of the original policies or certificate(s) of insurance by the insurer(s) issuing the policies and endorsements setting forth the coverage, limits and endorsements shall be filed with the City Clerk before the City will execute this Agreement. A certificate of insurance shall include a statement that the coverage and limits conform to the minimums required by this Section. Any exception or deviation shall be brought to the attention of the

City for a ruling of acceptability. In no event shall any failure of the City to receive policies or certificates or to demand receipt be construed as a waiver of the Developer's obligation to obtain and keep in force the required insurance.

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

6. PERFORMANCE

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

from the non-defaulting party, the party in default shall proceed to cure or remedy such default immediately and, in any event, shall complete such cure or remedy not later than thirty (30) days after receipt of such notice (unless a longer period is provided in Section 6(d)).

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

- (d) Event of Default. For purposes of the Agreement, the occurrence of any one or more of the following shall constitute an "Event of Default":
- (i) If any warranty or representation made or furnished by the City or by the Developer (including, without limitation, the representations and warranties of the Developer described in Section 2), was not true and correct at any time made.
 - (ii) If the City or the Developer is in breach of any material provisions of this Agreement or any other agreement between the City and the Developer.
 - (iii) If any petition is filed by or against City or the Developer under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereinafter existing, provided that, in the case of an involuntary proceedings, such petition is not vacated, stayed or set side within ninety (90) days after filing.
 - (v) If the Developer defaults in fulfilling its obligations with respect to the completion of the Site Plan or abandons or substantially suspends construction work, or violates any other provision of this Agreement not otherwise specified in this Section 6(d), provided that any such default, violation, or

abandonment or suspension shall not be cured, needed, or remedied within thirty (30) days of the date the Developer receives written demand by City to cure such default, or such longer period to be determined by City in its sole and reasonable discretion if the default cannot be reasonably cured within the thirty (30) day period, provided that the cure has been commenced by the Developer within said thirty (30) day period and thereafter diligently prosecuted to completion.

- (vi) If City fails to fulfill its obligations set forth in Section 4; or
- (vi) If the Developer fails to comply with the use, occupancy and accessibility covenants affecting the Property described in Section 3 above; or
- (vii) If the Developer fails to comply with the non-discrimination covenants described in Section 5 and the Affirmative Action Obligations set forth in Section 7; or
- (viii) Failure of the Developer to pay real estate taxes or special assessments affecting the Project when due, or placing thereon any encumbrance or lien other than Financing or suffering any levy or attachment to be made, or any materialman's or mechanics' lien, or any other unauthorized encumbrance or lien to attach to the Project or any part thereof, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the City made for such payment, removal or discharge within twenty (20) days after written demand by City to remove such lien or encumbrance; or
- (ix) The Developer makes any assignment, pledge, encumbrance, transfer or other disposition as prohibited by this Agreement; or

- (x) If either City or the Developer defaults in performance of any of its other obligations under this Agreement and does not cure the same within thirty (30) days of written notice from the other party; or
 - (xi) The Developer allows the conduct of general business operations at the Project Area to permanently cease after initial commencement within two (2) years of the Project Completion Date.
- (e) Prior to the Issuance of Certificate. If prior to the time the City issues its Certificate of Completion, Developer shall default in any specific manner as described in Section 6(d), then City may, upon written notice to Developer and the failure of Developer to cure such default within the applicable cure period, terminate this Agreement. In the event of termination, the City shall be excused from performance of any further obligations under this Agreement, shall be entitled to repayment of any and all amounts reimbursed to the Developer under this Agreement, as well as any rights available against the Developer at law or in equity, including, without limitation, a suit for injunctive relief or specific performance and/or direct and consequential damages.
- (f) After Issuance of a Certificate. If, after the date on which the City issues its Certificate of Completion, the Developer defaults in any specific manner as described in Section 6(d), including but not limited to, Section 6(d)(ix), the City shall be excused from performance of any further obligations under this Agreement, entitled to the repayment of any and all amounts reimbursed to the Developer under this Agreement, and any rights available against Developer at law or in equity, including, without limitation, a suit for direct and actual, but not speculative, punitive or consequential damages.
- (g) Waiver and Estoppel. Any delay by either party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights operate to deprive such party of or limit such

rights in any way. No waiver made by either party with respect to any specific default by the other party shall be construed, considered or treated as a waiver of the rights of either party with respect to any other defaults of the other party.

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

7. NON-DISCRIMINATION.

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

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

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

disability.

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

8. MISCELLANEOUS PROVISIONS.

- (a) Entire Agreement. Except as otherwise provided herein, this Agreement contains the entire agreement of the parties with respect to the Project and the Development Plans and supersedes all prior agreements, negotiations, and discussions with respect thereto and shall not be modified, amended or changed in any material manner whatsoever except by the written agreement of the City and the Developer. The term “material” for the purposes of this Section 8(a) shall be defined as any deviation from the terms of this Agreement which operates to cancel or otherwise reduce any developmental, construction or job-creating obligation of the Developer Requirements or any activities undertaken by the Developer affecting the Development Requirements, or increases any time agreed for the performance by City or the Developer by more than one hundred eighty (180) days.
- (b) Assignability and Transfer. Unless expressly permitted by the provisions of this Agreement, the Developer, until City issues the Certificate with respect to the Project, shall not assign, transfer or convey any right, title or interest in the Property or any of its duties or obligations under this Agreement as they relate to the Development Requirements nor the land. After issuance of the Certificate, the Developer may assign, transfer or convey any right, title or interest in the Property or any of its duties or obligations under this Agreement in accordance with the terms of this Agreement. Notwithstanding anything to the contrary herein, the Developer may assign this Agreement without the consent of City (but without release of the Developer from its obligations under this Agreement) to:
 - (i) Its parent company; or

- (ii) Any company which merges, consolidates or acquires substantially all of the assets of Developer, including the Project Area as a going concern; or
 - (iii) Any entity in which the Developer has a controlling interest of 51 % or more.
- (c) Conflict of Interest – City’s Representatives Not Individually Liable. Developer covenants that, prior to the issuance of any Certificate of Completion by the City, no member of any city board, commission or agency, or official or employee of the City shall have any proprietary interest, direct or indirect, in the Developer, this Agreement, or the Development Requirements, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested. No member, official, or employee of the City shall be personally liable to the Developer to perform any commitment or obligation of the City under this Agreement nor shall any such person be personally liable in the event of any default or breach by the City.
- (d) Survival. All representations and warranties contained in this Agreement are made as of the execution, delivery and acceptance hereof by City and the Developer and shall survive the execution, delivery and acceptance of this Agreement.
- (e) Mutual Assistance. The City and the Developer agree to perform their respective obligations, including the execution and delivery of any documents, instruments, petitions, and certification, as may be necessary or appropriate, consistent with the terms and provisions of this Agreement.
- (f) Cumulative Remedies. The remedies of either party hereunder are cumulative and the exercise of any one or more of the remedies provided by this Agreement shall not be construed as a waiver of any of the other remedies of such party unless specifically so provided herein.
- (g) Limited Obligation. The obligations of the City under this Agreement shall never constitute an indebtedness or a general

obligation of the City within the meaning of the 1970 Constitution of the State of Illinois or any statutory provisions and shall not constitute or give rise to a charge or lien against City's general credit or taxing power.

- (h) Disclaimer. No provision of this Agreement, nor any act of the City or the Developer, shall be deemed or construed by the City and the Developer, or by third persons, to create any relationship of third-party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or any other relationship involving City.
- (i) DLED's Authority. The DLED shall have authority to approve non-material changes to the Development Requirements and Plans and Specs and to waive nonmaterial deviations with respect to the requirements of this Agreement. No approvals or waivers shall be effective unless the same is in writing.
- (j) Notices. All notices to be served pursuant hereto shall be deemed properly delivered if delivered personally or by Federal Express or comparable "overnight" courier service (which shall be deemed received on the date of delivery thereof), or served by United States certified or registered mail, postage prepaid (which shall be deemed received on the third (3rd) business day following the postmark date thereof), to the City or the Developer at the addresses set forth below or to such other addresses as City of the Developer may direct in writing:

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

If to the Developer: Adam Embick
Apek Holdings, LLC
PO Box 122
Golf, IL 60029

- (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

Apek Holdings, LLC

By: _____

Adam Embick
Apek Holdings, LLC

My Commission Expires: _____

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 Adam Embick, personally known to me to be the authorized representative of Apek Holdings, LLC., located at 9510 St. Clair Avenue Fairview Heights, IL 62208, 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: _____

PROPOSED RESOLUTION NO. 53-'25

A RESOLUTION APPROVING A SPECIAL USE PERMIT AT 1807 WEST HWY 50 WITHIN THE "B-3" COMMUNITY BUSINESS DISTRICT TO ALLOW AN AUTO REPAIR FACILITY.

WHEREAS, the Planning Commission on July 8, 2025 held the necessary Public Hearing and reviewed the special use application and has transmitted its Advisory Report recommending approval of the application to the City Council.

WHEREAS, the Community Committee of City Council on July 16, 2025 reviewed the special use application and the Planning Commission Advisory Report and recommended forwarding same to the full City Council for consideration recommending approval of the application.

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

SECTION 1. APPROVAL. The special use permit for 1807 West Hwy 50 within the "B-3" Community Business District to allow an auto repair facility is hereby approved.

SECTION 2. CONDITIONS. The conditions of this Special Use Permit are contained in the Findings of Fact adopted by Planning Commission Resolution PC 13-25 and attached hereto, made a part hereof and marked "EXHIBIT A."

SECTION 3. SUPPORTING DOCUMENTS. A copy of the Planning Commission's Advisory Report is attached hereto, made a part hereof and marked "EXHIBIT B." A copy of the application documents are attached hereto made a part hereof and marked "EXHIBIT C."

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

PASSED:

APPROVED:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD - CITY CLERK

Planning Commissioner Wesemann introduced the following resolution and moved for its adoption:

RESOLUTION PC 13-25

A RESOLUTION ADOPTING FINDINGS OF FACT RELATING TO APPROVAL OF A SPECIAL USE PERMIT FOR INSTA CREDIT AUTO MART AT 1807 W Hwy 50

WHEREAS, Robert McAlexander, hereinafter referred to as the "Applicant," applied for a Special Use permit for approval of a private auto repair at parcel numbers 03-26.0-302-064, 03-26.0-302-065, and 03-26.0-302-063, commonly known as 1807 W Hwy 50; and

WHEREAS, the Fairview Heights Development Code requires that major modifications to a site development plan in the B3 Community Business District be approved as a special use.

WHEREAS, the Applicant has properly applied for a special use permit.

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

1. That the Applicant appeared before the Planning Commission for a public hearing pursuant to Section 14-10-8 of the City of Fairview Heights Development Code on July 8, 2025, and that said public hearing was properly advertised, both of which are incorporated by reference.
2. That the subject property is zoned "B3" Community Business District.
3. That the Applicant shall be responsible for all City costs incurred in administering and enforcing this approval.
4. That the Director of Land Use and Development, and his designee, shall have the right to inspect the premises for compliance and safety purposes.
5. That this Approval shall automatically expire if the use is not initiated within one year of City Council Approval.
6. That the Applicant shall obtain all required permits and comply with all ordinances and codes.

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner Fowler upon vote being taken thereon, the following voted in favor thereof: Herrington, Fowler, Wesemann, Hoppe, McDermott, Smith, Baldwin, Hutchison, Hopkins.

And the following voted against the same: None

And the following abstained: None

And the following were absent: Janice Petroff

Whereupon said resolution was declared duly passed and adopted by the Fairview Heights Planning Commission, this the 8th day of July 2025.

Sunyatta McDermott

Planning Commission Chairman

ATTEST:

Dallas Alley

Land Use Director



DEPARTMENT OF LAND USE AND ECONOMIC DEVELOPMENT

TRANSMITTAL TO PLANNING COMMISSION

APPLICATION NUMBER: PC 13-25

REQUEST: Special Use Permit to allow Insta Credit Auto Mart in the “B-3” Community Business zoning district at 1807 W Hwy 50. Also identified by St. Clair County PIN(s) 03-26.0-302-064, 03-26.0-302-065, 03-26.0-302-063. *VOTE REQUESTED.*

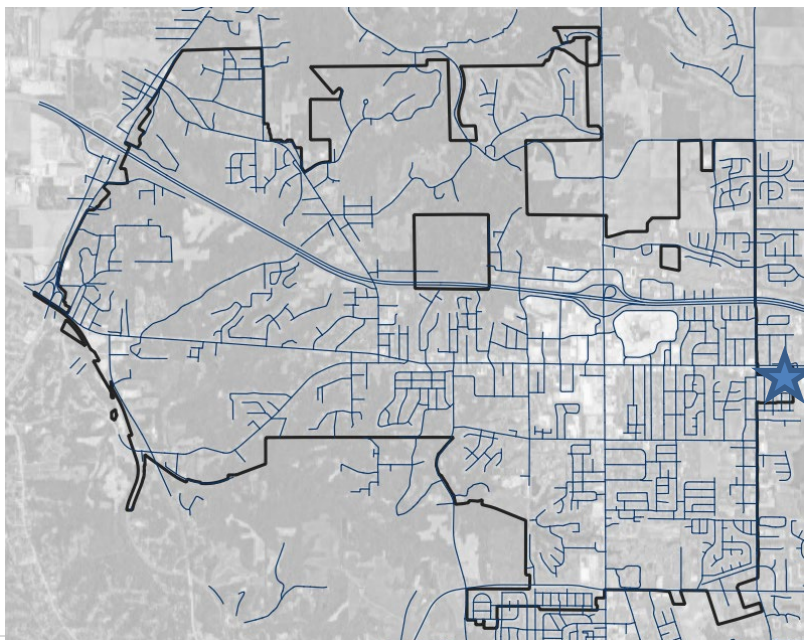
APPLICANT NAME: Robert McAlexander

MEETING DATE: July 8, 2025

ZONING: B3 – Community Business

PLANNING COMMISSION ACTION: Consideration of the Special Use Permit, make recommendation to the Community Committee and City Council which has final authority to approve or deny the request.

GENERAL LOCATION:



STAFF ADVISORY

1. BACKGROUND

The City of Fairview Heights Development Code divides the City into districts and establishes a set of land uses that are either “permitted” or “special”. Permitted uses are compatible land uses authorized as a matter of right. Special uses are those that may cause potential conflict depending on the scope of the operation. A special use may be allowed after a review by Plan Commission and City Council, in accordance with Development Code section 14-14-09. Each special use is evaluated on its own merits.

The applicant is seeking approval for a private auto service facility.

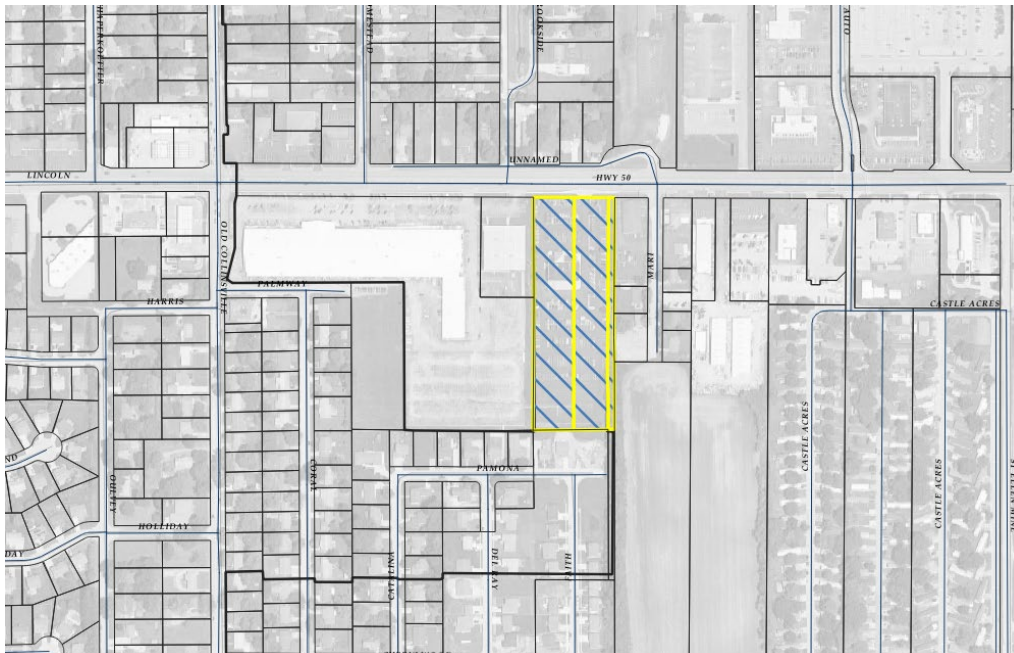
The subject property is located at 1807 W Hwy 50, O’Fallon, and is zoned B3- Community Business. This zoning district is intended for a variety of commercial uses such as retail, office, and restaurant uses. An auto service facility is permitted; however, a Special Use Permit is required.

2. DISCUSSION

Context

The subject site is located in the eastern portion of the City, south of Hwy 50, and east of Old Collinsville Rd. It is comprised of three parcels.

The zoning designation for this parcel is B-3 – Community Business. This zoning district is intended for a variety of commercial uses such as retail, office, and restaurant uses. Special Uses must be approved by the Planning Commission as established in Development Code Section 14-04-02, Permitted and Special Uses in Commercial Districts.



Zoning: Site and Surrounding Areas

The zoning and land uses of adjoining and surrounding properties are as follows:

North: City of O'Fallon;

South: R3 - Single Family Residential;

West: R2 – Single Family Residential;

East: City of O'Fallon.



Future Land Use: Site and Surrounding Areas

The Fairview Heights Comprehensive Plan Future Land Use Map identifies the subject site as Regional Commercial. This designation includes areas intended to accommodate larger commercial shopping centers and developments that serve a more regional function, drawing on a customer base that extends beyond the City limits. The proposed use does conform with the Fairview Heights Comprehensive Plan Future Land Use Map.



Site Photograph



Exterior Site



Planning Considerations

I. Analysis: Site Development

The applicant is seeking approval for Insta Credit Auto Mart. In its deliberations, Planning Commission shall review general planning considerations and may impose conditions to the approval of this structure. Following are the criteria outlined in Chapter 14 of the Fairview Heights Code of Ordinances (Development Code) and proposed conditions, where applicable:

(a) Permitted uses, including maximum floor area.

The use of a car mechanic center is permitted as a special use in the B-3 Community Business District.

b) Performance standards. (Performance standards regulate the intensity of land use to prevent adverse impact on abutting and nearby properties.)

The premises shall be maintained in good condition, free from trash and debris.

Noise emanating from the use shall not be of such volume or frequency as to be unreasonably offensive at or beyond the property line. Unreasonably offensive noises due to intermittence, beat frequency or shrillness shall be muffled so as not to become a nuisance to adjacent uses.

No obnoxious, toxic or corrosive matter, smoke, fumes or gases shall be discharged into the air or across the boundaries of any lot in such concentrations as to be detrimental to or endanger the public health, safety, comfort or welfare or to cause injury or damage to property or business.

(c) Height limitations.

The building height is not to be modified.

(d) Minimum yard requirements.

n/a

(e) Off-street parking and loading requirements

The proposed parking and loading configuration is satisfactory to the zoning administrator.

(f) Sign regulations

The size and number of signs are prescribed in Article VII of the Development Code and will be reviewed during the permitting process. The location will also be determined at that time.

(g) Minimum requirements for site development plans.

Site development plans shall depict the proposed location of buildings, parking areas, traffic circulation, landscaping, utilities, and drainage. These requirements have been met.

(h) Time limitations for commencement of construction.

Within one (1) year of approval, construction shall commence. The applicant may apply for one (1) extension of time limitation from the City in writing explaining extenuating circumstances.

(i) Trust funds, impact fees, surcharges and connection fees.

The applicant will pay all applicable fees and meet all permitting requirements of any utility or other jurisdictional unit.

(j) Rights of way dedication and road improvements.

n/a

Exhibits

1. Applicant's Narrative and Excerpted Supporting Documents
2. Resolution and Findings of Fact
3. Public notice

APPLICATION FOR SPECIAL USE PERMIT



6/6/25

DATE APPLICATION RECEIVED BY LUD

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

OFFICE USE ONLY	
DATE APPLICATION DEEMED COMPLETE:	CASE NUMBER ASSIGNED: <u>PC 13-25</u>
RESUBMITTALS RECEIVED/DATE:	APPLICATION FEES PAID (\$150 + \$25 per acre above one acre, + \$50 Publication fee):
ZONING DISTRICT: <u>B3 Community Business</u>	DATE PUBLIC NOTICE SIGN POSTED BY STAFF:
DATE SET FOR HEARING: <u>7/8/25</u>	NEWSPAPER NAME AND PUBLICATION DATE:
APPLICATION CIRCULATION DATE ____: Comments Received: ☐ Public Works ☐ Fire District ☐ Parks and Recreation ☐ Economic Development ☐ Police Department ☐ Finance Department ☐ Administration Department ☐ Other	AUTHORITY MEETING DATE/RECOMMENDATION: ☐ Planning Commission <u>7/8/25</u> ☐ Community Committee <u>7/16/25</u> ☐ City Council <u>8/5/25</u>
	CITY COUNCIL RESOLUTION NUMBER: (Maintain copy with LUD file)

Applicants should submit two hard copies and one electronic version of the completed application and submittal requirements (attachments) to the Department of Land Use and Development at least thirty-six (36) days prior to the Plan Commission meeting. All application fees must be included in order for the application to be deemed complete.

The SUP procedures are found in Section 14-10-8 of the Development Code. Applicants should be aware that a public hearing will be conducted at Plan Commission. This hearing allows the applicant and any other person(s) with interest in the matter to provide comments for the official record. Public notification requirements include publishing a notice of hearing in a newspaper of general circulation at least 15 days prior to the hearing, placing a hearing sign on the property and notifying surrounding property owners (within 300 feet of the subject parcel) of the application. City staff will complete the public notification tasks.

SUBMITTAL REQUIREMENTS FOR SPECIAL USE PERMIT

The minimum standards for land subdivision and development are contained in Section 14-9-8 of the City's Development Code. Please consult this section, as well as the relevant zoning district regulations, when preparing the application. <http://www.cofh.org/DocumentCenter/View/298/COMPLETE-PDF-CODE>

1. *Site plan- drawn to scale and includes the following information:
 - a. Location and dimensions of lot (boundary) and *adjacent* properties and right of way; note zoning designation of surrounding properties
 - b. Location and dimensions of existing and proposed buildings and structures
 - c. Location and size of proposed off-street parking, loading areas, pedestrian facilities, curbcuts/driveways and vehicular traffic circulation, and relationship to adjacent circulation systems (all curb cuts within 150' of property and road intersections)
 - d. Distances between buildings (front, side, and rear lot lines); principal building and accessory buildings; principal building and principal buildings on adjacent lots
 - e. Location of public and/or private utilities and facilities proposed to serve the subject area; including water supply, sewage, and drainage facilities
 - f. Location of light standards
 - g. Size and design of signs
 - h. Location and type of landscaping (of a sufficient detail to ensure parking lot landscaping and buffer requirements are met). Indicate existing and to be removed landscaping
 - i. Small key map
 - j. Any additional information as may be reasonably required by the Land Use and Development Department

NOTE: ALL INFORMATION SHALL BE PROVIDED ON A SINGLE SHEET, UNLESS OTHERWISE AGREED BY THE DIRECTOR OF LAND USE AND DEVELOPMENT. RE-OCCUPANCIES MAY NOT REQUIRE ALL INFORMATION; PLEASE CONSULT WITH LUD.

2. Narrative- statement describing the proposed project, estimated development schedule, economic viability of the project, extent of grading, anticipated traffic, impact upon community, and other information considered relevant to the project.
3. Photographs- aerial and/or ground-level photographs of the site
4. Buffered Parcel Report- listing of all property owners within 300 feet of the subject property. This information can be obtained through St. Clair County Mapping and Platting at 618-825-2527. Be sure to request that the list includes: name of owner, complete mailing address, and *parcel number*.
5. Building elevations or perspectives- to show compatibility with surrounding area and of sufficient detail to ensure building material requirements are met (*for new construction and significant rehabilitation only*)
6. Floor plan drawn to approximate scale and dimensioned (*for new construction, change of use and significant rehabilitation only*)
7. Legal description of the property

PROJECT INFORMATION FOR SPECIAL USE PERMIT

Project Name: InstaCredit Auto Mart
 Project Address: 1807 W. Hwy 50, O'Fallon (Fairview Heights) IL 62269
 Parcel ID: 03-26.0-302-064, 03-26.0-302-065, 03-26.0-302-063
 Current Use of Property: Vacant
 Project Size/Acreage: 3 parcels (2 acres, .36 acres, 2.37 acres) total 4.73 acres
 Number of Lots: _____
 Density: _____

CONTACT INFORMATION FOR SPECIAL USE PERMIT

Property Owner(s): DSB Properties, Inc.
 Mailing Address: 910 N. Bluff, Collinsville, IL 62234
 Phone: 618-343-3900
 E-Mail: donald.birger@insta-credit.com

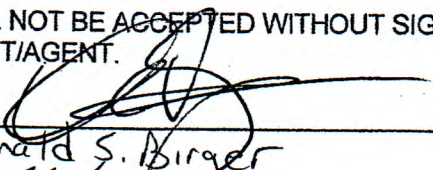
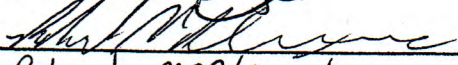
Applicant/agent: Robert McAlexander
 Relationship to owner: COO of InstaCredit Auto Mart
 Mailing Address: 910 N. Bluff, Collinsville, IL 62234
 Phone: 618-343-3973
 E-Mail: robert.mcalexander@insta-credit.com

AUTHORIZATION

I hereby certify that the above information and accompanying documents are true and accurate to the best of my knowledge and are consistent with the ordinances relating to this application. I also understand that as the applicant, it is my responsibility to obtain all additional approvals, permits or licenses required by any applicable regulatory agency for this project.

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

THIS APPLICATION WILL NOT BE ACCEPTED WITHOUT SIGNATURE OF THE OWNER OF RECORD OR AUTHORIZED APPLICANT/AGENT.

Signature of Owner:  Date: 6/4/25
 Printed Name: Donald S. Birger
 Signature of Applicant:  Date: 6/4/25
 Printed Name: Robert McAlexander

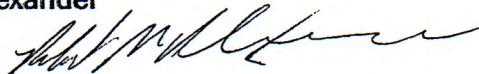
June 5, 2025

Property use narrative

InstaCredit Auto Mart is planning to begin actively using our building and property at 1807 W. Hwy. 50, Fairview Heights, IL 62269. We will only be using the four mechanical bays in the rear of the building to recondition company cars and service customer cars who have purchased our Vehicle Service Contract. We will not be parking cars in the front lot and don't plan on having more than 15 cars at any time parked behind the building.

Robert McAlexander

COO



InstaCredit Auto Mart

910 N Bluff Rd.

Collinsville, IL 62234

618-343-3973



DEPARTMENT OF LAND USE AND ECONOMIC DEVELOPMENT
10025 Bunkum Road, Fairview Heights, Illinois 62208 Phone: (618)489-2060

COMMERCIAL OCCUPANCY PERMIT APPLICATION

Pursuant to Section 15-1-2(H)(1) of the Municipal Code no residential or non-residential property shall be occupied or used until an occupancy permit has been issued by the City of Fairview Heights. Any false statement or misrepresentation of facts on this application may result in the revocation of the Occupancy Permit.

ALL FIELDS MUST BE COMPLETED.

PROPERTY TO BE INSPECTED

Business Name: InstaCredit Automart
Property Address: 1807 W. Hwy 50, O'Fallon, IL 62269 Unit Number _____
Business Type/Use: Vehicle repair shop
Building will be: ☒ Owner-occupied ☐ Tenant-occupied
Business Square Footage: Approx 7200 #Parking Spaces Dedicated to Proposed Business: 60

BUILDING OWNER INFORMATION

Name: NSR Properties, Inc.
Address: 910 N. Bluff Rd., Collinsville, IL 62234
Phone Number: 618-343-3900 Email: _____

APPLICANT INFORMATION (MUST BE LOCAL CONTACT)

Name: Robert McAlexander
Address: 910 N. Bluff Rd., Collinsville, IL 62234
Phone Number: 618-343-3973 Email: robert.mcalexander@insta-credit.com

NOTES:

- A business license is required to operate a business. The license can be obtained from the Finance Office after the Commercial Occupancy Permit is issued.
- A license is required to serve or sell alcohol. A license can be obtained from the Mayor's Office.
- Any business selling or handling food may be required to be licensed by the St. Clair County Health Department.
- The Fairview Fire Department should be contacted at (618)233-2121 for separate requirements.

APPLICANT ACKNOWLEDGEMENT AND SIGNATURE

By signing below, I state the information provided on this application is truthful to the best of my knowledge. I am responsible for having any violations corrected and re-inspected by calling the Department of Land Use and Development at (618) 489-2060.

Robert McAlexander [Signature] 4/13/25
Name (printed) Signature Date

Office Use Only	
Zoning District:	Special Zoning Requirements:
1 st Inspection	2 nd Inspection

FAIRVIEW HEIGHTS POLICE DEPARTMENT EMERGENCY INFORMATION DATA

DATE: 4/3/25

The following information is used by the Fairview Heights Police Department in emergency situations. Please complete all information accurately and return the form to 10027 Bunkum Road, Fairview Heights, Illinois. The form may also be faxed to 618-489-2139 or e-mailed to Amber Hopkins at Hopkins@fairviewpd.org.

Name of Business/Resident: <u>InstaCredit Automart</u>	Phone: <u>618-343-3900</u>
Address: <u>1807 W. Hwy 50, Fairview Heights, IL 62269</u>	Suite No:
Name of Owner: <u>DSB Properties, Inc</u>	Phone: <u>618-343-3900</u>
Address: <u>910 N. Bluff Rd, Collinsville, IL 62234</u>	
Name of Manager: <u>Groff Binger</u>	Phone: <u>618-527-4410</u>
Address: <u>910 N Bluff Rd Collinsville, IL 62234</u>	

Others to be called in an emergency (list in order to be contacted) <i>These should be local people who have a key or be able to contact someone who does</i>	
Name: <u>Robert M Alexander</u>	Phone: <u>314-435-7402</u>
Address: <u>910 N. Bluff Rd, Collinsville, IL 62234</u>	
Name: <u>Kathy Zrenner</u>	Phone: <u>314-602-3309</u>
Address: <u>910 N. Bluff Rd, Collinsville, IL 62234</u>	
Name: <u>Don Binger</u>	Phone: <u>618-531-3910</u>
Address: <u>910 N. Bluff Rd, Collinsville, IL 62234</u>	

Alarm System: ☐ No ☒ Yes ☒ Outside Alarm ☐ Silent Alarm
Fire Alarm / Sprinkler System: ☐ No ☒ Yes
Alarm Company: <u>Barcom - Tech Electronics</u>
Address: <u>PO Box 433, Belleville, IL 62222</u> Phone: <u>618-277-3344</u>
Business-List Parent Company:
Resident-List Employer/Work Phone :

Comments/Additional Pertinent Information (pets, safety considerations, etc...)
<u>Tech Electronics</u>



St Clair County Parcel Map Viewer

St Clair County GIS





DEPARTMENT OF LAND USE AND DEVELOPMENT

PUBLIC HEARING NOTICE

Notice is hereby given that a public hearing will be held before the Fairview Heights Planning Commission on Tuesday, July 8, 2025, at 7:00 p.m. This meeting will be held both in person at the Fairview Heights City Hall, 10025 Bunkum Road, 62208, and virtually. Parties interested in attending the meeting virtually should contact Dallas Alley, Director of Land Use and Development, at (618) 489-2061 or alley@cofh.org for instructions and visit the City's website for an agenda and meeting materials at www.cofh.org.

At this meeting, the Commission will consider a Special Use Permit in the "B3" Community Business zoning district for Insta Credit Auto Mart at 1807 W Hwy 50, also identified by St. Clair County PIN(s) 03-26.0-302-064, 03-26.0-302-065, and 03-26.0-302-063.

Request was made by Robert McAlexander, 910 N Bluff, Collinsville, IL 62234.

All persons desiring to be heard on this proposal may attend either in person or virtually.

Dated this 23rd day of June 2025.

FAIRVIEW HEIGHTS PLANNING COMMISSION

BY: Dallas Alley, Director of Land Use & Development

PC 13-25

PROPOSED RESOLUTION NO. 54-'25

A RESOLUTION APPROVING A SPECIAL USE PERMIT AT 5520 N ILLINOIS WITHIN THE "B-4" RETAIL BUSINESS DISTRICT TO ALLOW AN AUTO REPAIR FACILITY.

WHEREAS, the Planning Commission on July 8, 2025 held the necessary Public Hearing and reviewed the special use application and has transmitted its Advisory Report recommending approval of the application to the City Council.

WHEREAS, the Community Committee of City Council on July 16, 2025 reviewed the special use application and the Planning Commission Advisory Report and recommended forwarding same to the full City Council for consideration recommending approval of the application.

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

SECTION 1. APPROVAL. The special use permit for 5520 N Illinois Street within the "B-4" Retail Business District to allow an auto repair facility is hereby approved.

SECTION 2. CONDITIONS. The conditions of this Special Use Permit are contained in the Findings of Fact adopted by Planning Commission Resolution PC 15-25 and attached hereto, made a part hereof and marked "EXHIBIT A."

SECTION 3. SUPPORTING DOCUMENTS. A copy of the Planning Commission's Advisory Report is attached hereto, made a part hereof and marked "EXHIBIT B." A copy of the application documents are attached hereto made a part hereof and marked "EXHIBIT C."

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

PASSED:

APPROVED:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD - CITY CLERK

Planning Commissioner Smith introduced the following resolution and moved for its adoption:

RESOLUTION PC 15-25

A RESOLUTION ADOPTING FINDINGS OF FACT RELATING TO APPROVAL OF A
SPECIAL USE PERMIT FOR GLASS AMERICA AT
5520 N Illinois St

WHERE AS, Carla Niederbrach, hereinafter referred to as the "Applicant," applied for a Special Use permit for approval for an auto repair facility at parcel numbers 03-34.0-102-053, commonly known as 5520 N Illinois St; and

WHEREAS, the Fairview Heights Development Code requires that major modifications to a site development plan in the B4 Retail Business District be approved as a special use;

WHEREAS, the Applicant has properly applied for a special use permit.

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

1. That the Applicant appeared before the Planning Commission for a public hearing pursuant to Section 14-10-8 of the City of Fairview Heights Development Code on July 8, 2025, and that said public hearing was properly advertised, both of which are incorporated by reference.
2. That the subject property is zoned "B4" Retail Business District.
3. That the Applicant shall be responsible for all City costs incurred in administering and enforcing this approval.
4. That the Director of Land Use and Development, and his designee, shall have the right to inspect the premises for compliance and safety purposes.
5. That this Approval shall automatically expire if the use is not initiated within one year of City Council Approval.
6. That the Applicant shall obtain all required permits and comply with all ordinances and codes.

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner Hutchison upon vote being taken thereon, the following voted in favor thereof: Herrington, Fowler, Wesemann, Hoppe, McDermott, Smith, Baldwin, Hutchison, Hopkins.

And the following voted against the same: None

And the following abstained: None

And the following were absent: Janice Petroff

Whereupon said resolution was declared duly passed and adopted by the Fairview Heights Planning Commission, this the 8th day of July 2025.

Sunyatta McDermott

Planning Commission Chairman

ATTEST:

Dallas Alley

Land Use Director



DEPARTMENT OF LAND USE AND ECONOMIC DEVELOPMENT

TRANSMITTAL TO PLANNING COMMISSION

APPLICATION NUMBER: PC 15-25

REQUEST: Special Use Permit to allow Glass America in the “B-4” Community Business zoning district at 5520 North Illinois Street. Also identified by St. Clair County PIN(s) 03-34.0-102-053. *VOTE REQUESTED.*

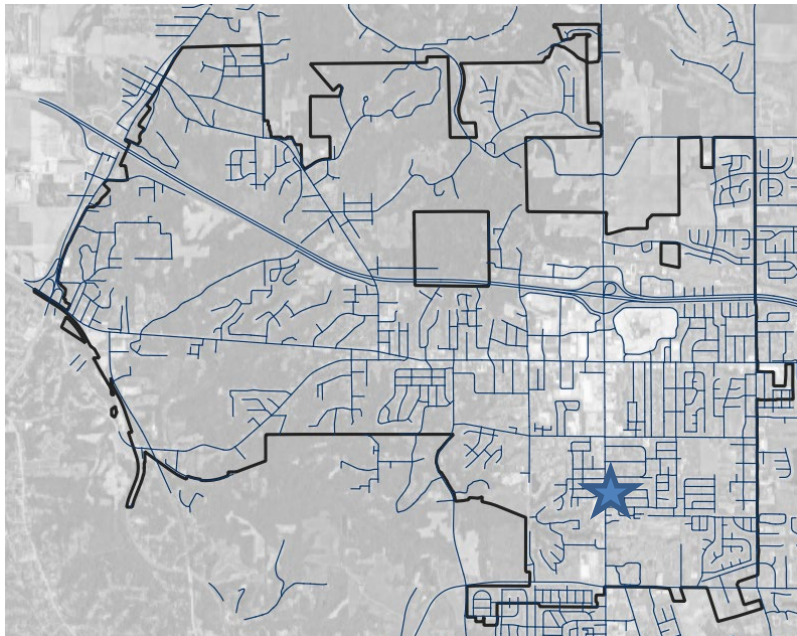
APPLICANT NAME: Carla Niederbrach

MEETING DATE: July 8, 2025

ZONING: B4 – Retail Business District

PLANNING COMMISSION ACTION: Consideration of the Special Use Permit, make recommendation to the Community Committee and City Council which has final authority to approve or deny the request.

GENERAL LOCATION:



STAFF ADVISORY

1. BACKGROUND

The City of Fairview Heights Development Code divides the City into districts and establishes a set of land uses that are either “permitted” or “special”. Permitted uses are compatible land uses authorized as a matter of right. Special uses are those that may cause potential conflict depending on the scope of the operation. A special use may be allowed after a review by Plan Commission and City Council, in accordance with Development Code section 14-14-09. Each special use is evaluated on its own merits.

The applicant is seeking approval for Glass America.

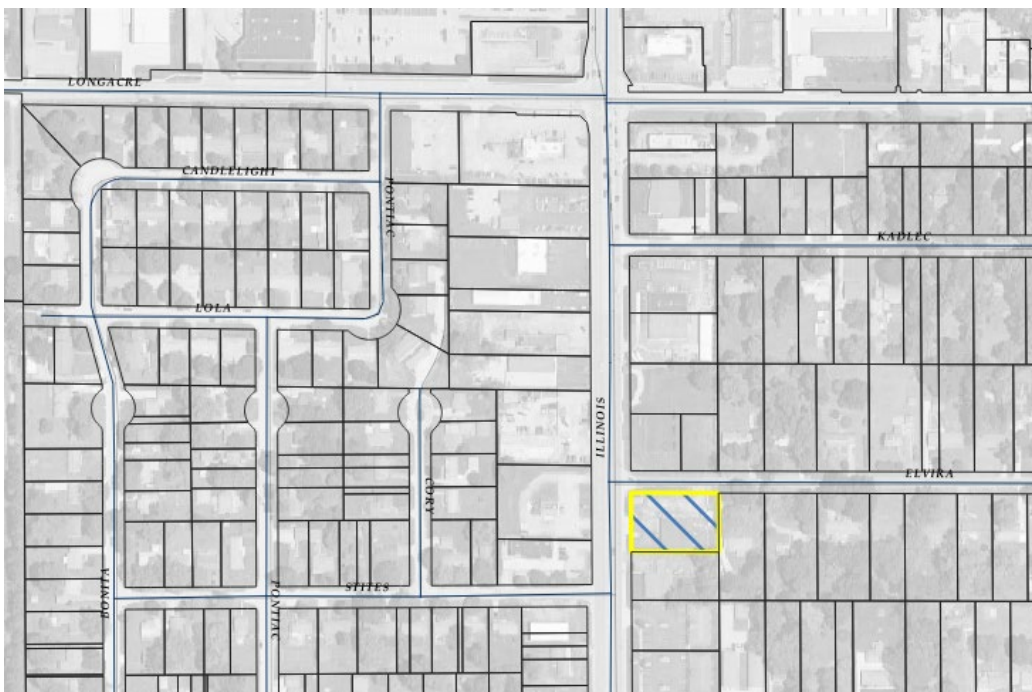
The subject property is located at 5520 N Illinois St, Fairview Heights, and is zoned B-4 - Retail Business District. This zoning district is intended for a variety of commercial uses such as retail, office, and restaurant uses. An auto glass center is permitted; however, a Special Use Permit is required.

2. DISCUSSION

Context

The subject site is located in the southcentral portion of the City, south of Hwy 50, and east of IL Rte 159. It is comprised of one parcel.

The zoning designation for this parcel is B-4 – Retail Business District. This zoning district is intended for a variety of commercial uses such as retail, office, and restaurant uses. Special Uses must be approved by the Planning Commission as established in Development Code Section 14-04-02, Permitted and Special Uses in Commercial Districts.



Zoning: Site and Surrounding Areas

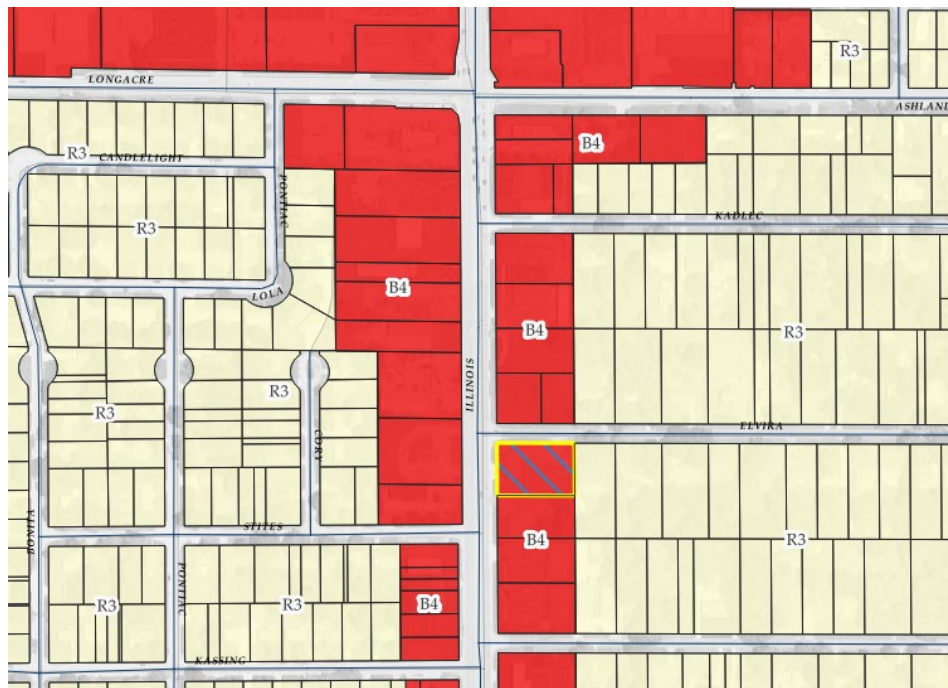
The zoning and land uses of adjoining and surrounding properties are as follows:

North: B-4 – Retail Business District;

South: B-4 – Retail Business District;

West: B-4 – Retail Business District and R-3 – Single Family Residential;

East: B-4 – Retail Business District and R-3 – Single Family Residential.



Future Land Use: Site and Surrounding Areas

The Fairview Heights Comprehensive Plan Future Land Use Map identifies the subject site as Regional Commercial. This designation includes areas intended to accommodate larger commercial shopping centers and developments that serve a more regional function, drawing on a customer base that extends beyond the City limits. The proposed use does conform with the Fairview Heights Comprehensive Plan Future Land Use Map.



Site Photograph

6/10/25, 3:24 PM

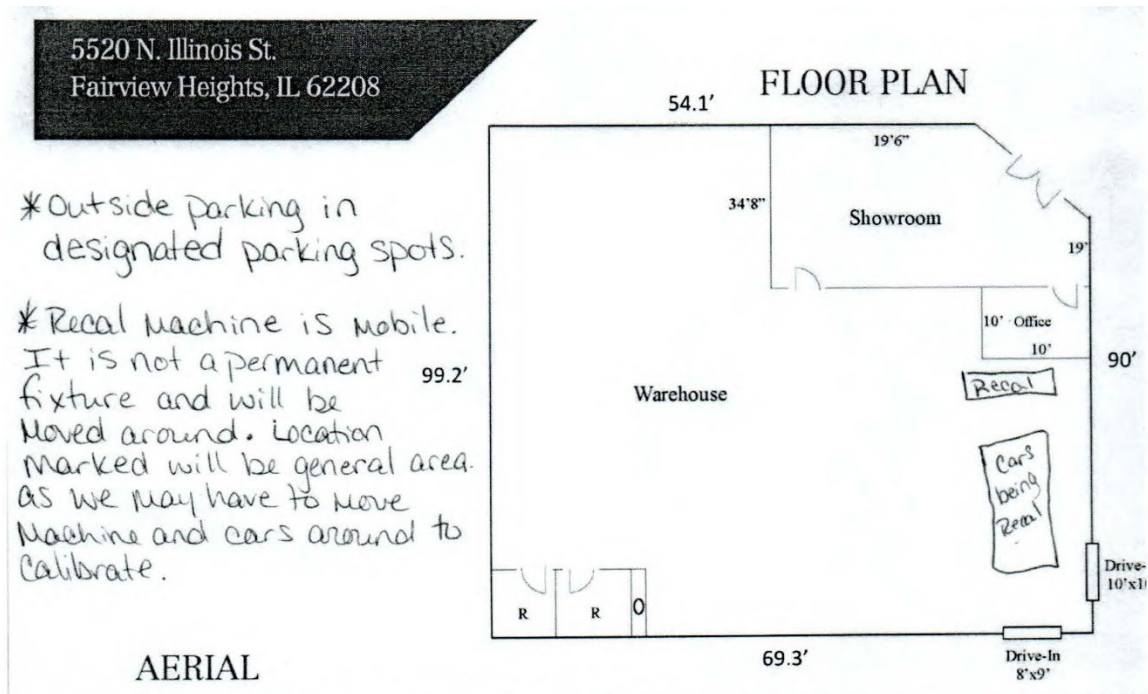
St Clair County Parcel Map Viewer



<https://stclairco.maps.arcgis.com/apps/webappviewer/index.html?id=6943a374c91a427b955e242aceb62fc6>

1/1

Site Plan Interior



Exterior



Planning Considerations

I. Analysis: Site Development

The applicant is seeking approval for Insta Credit Auto Mart. In its deliberations, Planning Commission shall review general planning considerations and may impose conditions to the approval of this structure. Following are the criteria outlined in Chapter 14 of the Fairview Heights Code of Ordinances (Development Code) and proposed conditions, where applicable:

(a) Permitted uses, including maximum floor area.

The use of an auto glass center is permitted as a special use in the B-4 Retail Business District.

b) Performance standards. (Performance standards regulate the intensity of land use to prevent adverse impact on abutting and nearby properties.)

The premises shall be maintained in good condition, free from trash and debris.

Noise emanating from the use shall not be of such volume or frequency as to be unreasonably offensive at or beyond the property line. Unreasonably offensive noises due to intermittence, beat frequency or shrillness shall be muffled so as not to become a nuisance to adjacent uses.

No obnoxious, toxic or corrosive matter, smoke, fumes or gases shall be discharged into the air or across the boundaries of any lot in such concentrations as to be detrimental to or endanger the public health, safety, comfort or welfare or to cause injury or damage to property or business.

(c) Height limitations.

The building height is not to be modified.

(d) Minimum yard requirements.

n/a

(e) Off-street parking and loading requirements

The proposed parking and loading configuration is satisfactory to the zoning administrator.

(f) Sign regulations

The size and number of signs are prescribed in Article VII of the Development Code and will be reviewed during the permitting process. The location will also be determined at that time.

(g) Minimum requirements for site development plans.

Site development plans shall depict the proposed location of buildings, parking areas, traffic circulation, landscaping, utilities, and drainage. These requirements have been met.

(h) Time limitations for commencement of construction.

Within one (1) year of approval, construction shall commence. The applicant may apply for one (1) extension of time limitation from the City in writing explaining extenuating circumstances.

(i) *Trust funds, impact fees, surcharges and connection fees.*

The applicant will pay all applicable fees and meet all permitting requirements of any utility or other jurisdictional unit.

(j) *Rights of way dedication and road improvements.*

n/a

Exhibits

1. Applicant's Narrative and Excerpted Supporting Documents
2. Resolution and Findings of Fact
3. Public notice

APPLICATION FOR SPECIAL USE PERMIT



6/10/25

DATE APPLICATION RECEIVED BY LUD

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

OFFICE USE ONLY

DATE APPLICATION DEEMED COMPLETE:	CASE NUMBER ASSIGNED: PC 15-25
RESUBMITTALS RECEIVED/DATE:	APPLICATION FEES PAID (\$150 + \$25 per acre above one acre): 6/10/25 \$150.00 CONF# 20006605
ZONING DISTRICT: B4 Retail Business District	DATE PUBLIC NOTICE SIGN POSTED:
DATE SET FOR HEARING: 7/8/25	NEWSPAPER NAME AND PUBLICATION DATE:
APPLICATION CIRCULATION DATE ____: Comments Received: ☐ Public Works ☐ Fire District ☐ Parks and Recreation ☐ Economic Development ☐ Police Department ☐ Finance Department ☐ Administration Department ☐ Other	AUTHORITY MEETING DATE/RECOMMENDATION: ☐ Planning Commission 7/8/25 / ☐ Community Committee 7/10/25 / ☐ City Council 8/5/25 /
DATE OF MEETING:	RESOLUTION NUMBER: (Maintain copy with LUD file)

Special Use Permits are reviewed by the City's Planning Commission, Community Committee and City Council. City Council has the final decision on the application. Representation is required at these meetings.

Applicants are encouraged to schedule a pre-application conference with the Director of Land Use and Development prior to submittal. The application will be processed and scheduled for Plan Commission consideration after it is deemed complete.

Applicants are responsible for the following:

- Two hard copies and one electronic version of the completed application and submittal requirements. The application deadline to the Department of Land Use and Development is at least thirty-six (36) days prior to the Plan Commission meeting.
- Application fees.

PROJECT INFORMATION FOR SPECIAL USE PERMIT

Project Name: Glass America
 Project Address: 5520 North Illinois Street, Fairview Heights, IL 62208
 Parcel ID: 03-34.0-102-053
 Current Use of Property: LL Flooring Building Not currently being used.
 Project Size/Acreage: 6742 SF
 Number of Lots: _____
 Density: _____

CONTACT INFORMATION FOR SPECIAL USE PERMIT

Property Owner(s): 159 Fairview Heights, LLC c/o DAN Engle
 Mailing Address: 505 N. 7th Street - Suite 3700
 Phone: 314-602-6031
 E-Mail: dengle@thompsoncoburn.com

Applicant/agent: Glass America (Carla Niederbrach, Market Manager)
 Relationship to owner: Tenant
 Mailing Address: 977 North Oaklawn Ste. 300, Elmhurst, IL 60120
 Phone: 618-222-1590
 E-Mail: moglass@glassusa.com

AUTHORIZATION

I hereby certify that the above information and accompanying documents are true and accurate to the best of my knowledge and are consistent with the ordinances relating to this application. I also understand that as the applicant, it is my responsibility to obtain all additional approvals, permits or licenses required by any applicable regulatory agency for this project.

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

THIS APPLICATION WILL NOT BE ACCEPTED WITHOUT SIGNATURE OF THE OWNER OF RECORD OR AUTHORIZED APPLICANT/AGENT.

Signature of Owner: [Signature] DAN Engle, Manager Date: 6/10/25
 Printed Name: _____

Signature of Applicant: [Signature] Carla Niederbrach Date: 6/10/25
 Printed Name: Carla Niederbrach



520 Lincoln Highway
Fairview Heights, IL 62208
Phone: 618-222-1590 / 314-427-3934
Fax: 618-222-2964 / 314-427-3608

To whom it may concern:

Glass America is a long-standing Fairview Heights auto glass business. We are looking to move buildings from where we are now to 5520 North Illinois Street. The location is a better fit for us as well as our customers. We anticipate there will be better exposure and will not have to share space as we do in our current complex.

Thank you,

Carla Niederbrach, Market Manager



St Clair County Parcel Map Viewer

St Clair County GIS



NAIDESCO



5520 N. Illinois St.
Fairview Heights, IL 62208

For Lease
6,742 SF
Commercial Building

Property Features

- 6,742 sf commercial building
- Approx. 1,200 sf showroom
- 13'5" clear ceiling
- 2 drive-in doors
- 29 parking spaces
- Built 2000
- 25,869 VPD

Lease Rate: \$14.00 / PSF
NNN Charges: \$5.85 / PSF



For more information:

John J. Sheahan, Jr., SIOR

314 994 4176 Direct

314 402 1031 Mobile

jsheahan@naidesco.com

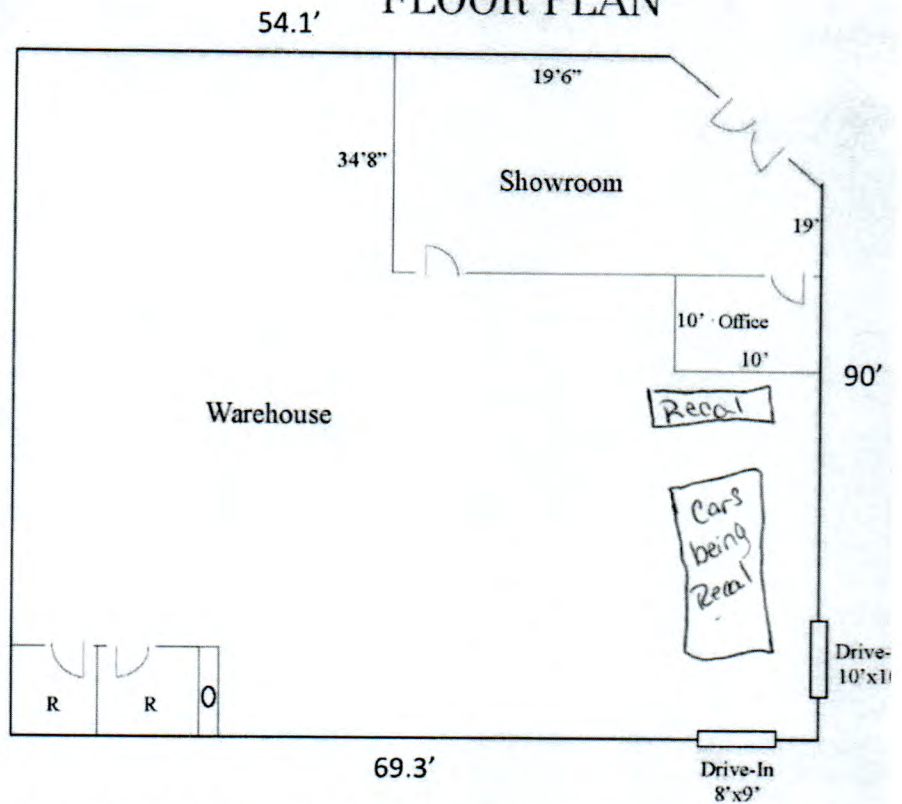
NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, IS MADE AS TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN, AND THE SAME IS SUBMITTED SUBJECT TO ERRORS, OMISSIONS, CHANGE OF PRICE, RENTAL OR OTHER CONDITIONS, PRIOR SALE, LEASE OR FINANCING, OR WITHDRAWAL WITHOUT NOTICE, AND OF ANY SPECIAL LISTING CONDITIONS IMPOSED BY OUR PRINCIPALS NO WARRANTIES OR REPRESENTATIONS ARE MADE AS TO THE CONDITION OF THE PROPERTY OR ANY HAZARDS CONTAINED THEREIN ARE ANY TO BE IMPLIED.

8112 Maryland Ave, Suite 300
St. Louis, MO 63105
314 994 4800
naidesco.com

5520 N. Illinois St.
Fairview Heights, IL 62208

[Return to Agenda](#)

FLOOR PLAN



*Outside parking in designated parking spots.

*Recal machine is mobile. It is not a permanent fixture and will be moved around. Location marked will be general area as we may have to move machine and cars around to calibrate.

AERIAL



NAIDESCO

8112 Maryland Ave,
Suite 300
St. Louis, MO 63105
314 994 4800
naidesco.com

Amanda Schwartz

From: noreply@collectorsolutions.com
Sent: Tuesday, June 10, 2025 3:12 PM
To: carla.niederbrach@glassusa.com
Subject: Payment Receipt

Notice: This email was sent from an outside address.

Illinois: City of Fairview Heights
Payment Receipt

Thank You for Your Payment

Please save this Confirmation Number for your personal records.

Customer Name

Carla Niederbrach

Effective Date

6/10/2025 3:11 PM Central Standard Time

Confirmation Number

20006605

Payment Method	Amount
MasterCard ***** 3514	\$153.45
Item	Payment
Special Use Permit	\$150.00
Transaction Fee:	\$3.45
Total Amount Paid:	\$153.45

Payment Details

Special Use Permit

Name: Glass America - Address: 5520 North Illinois Street, Fairview Heights, IL 62208 -
Carla Niederbrach - \$150.00

A Transaction Fee has been included in the total amount paid for this transaction.



DEPARTMENT OF LAND USE AND DEVELOPMENT

PUBLIC HEARING NOTICE

Notice is hereby given that a public hearing will be held before the Fairview Heights Planning Commission on Tuesday, July 8, 2025, at 7:00 p.m. This meeting will be held both in person at the Fairview Heights City Hall, 10025 Bunkum Road, 62208, and virtually. Parties interested in attending the meeting virtually should contact Dallas Alley, Director of Land Use and Development, at (618) 489-2061 or alley@cofh.org for instructions and visit the City's website for an agenda and meeting materials at www.cofh.org.

At this meeting, the Commission will consider a Special Use Permit in the "B4" Retail Business zoning district for Glass America at 5520 N Illinois St, also identified by St. Clair County PIN(s) 03-34.0-102-053.

Request was made by Carla Niederbrach, 5520 N Illinois St, Fairview Heights, IL 62208.

All persons desiring to be heard on this proposal may attend either in person or virtually.

Dated this 23rd day of June 2025.

FAIRVIEW HEIGHTS PLANNING COMMISSION

BY: Dallas Alley, Director of Land Use & Development

PC 15-25

PROPOSED RESOLUTION NO. 55-‘25

A RESOLUTION AUTHORIZING THE MAYOR ON BEHALF OF THE CITY TO ENTER INTO A CONTRACT WITH HANKS EXCAVATING FOR THE DEMOLITION OF 9916 BUNKUM ROAD, 9918 BUNKUM ROAD, AND 10025 BUNKUM ROAD REAR, FOR A COST NOT TO EXCEED \$66,000.00.

WHEREAS, the City of Fairview Heights (“City”) has determined that the structures at 9916 Bunkum Road, 9918 Bunkum Road, and 10025 Bunkum Road Rear are unsafe and derelict structures and are a danger to public health and safety, and

WHEREAS, the City is in need of a demolition contractor for 9916 Bunkum Road, 9918 Bunkum Road, and 10025 Bunkum Road Rear, unsafe and derelict properties, and

WHEREAS, on May 22nd, 2024 the City issued an Invitation to Bid seeking a qualified contractor for demolition services, and

WHEREAS, on the bid deadline of June 4th, 2025 the City received four responses, four of which were considered qualified bids, and

WHEREAS, Hanks Excavating submitted a proposal for said services in the amount of SIXTY SIX THOUSAND DOLLARS (\$66,000.00) and was the lowest qualified bidder for the work, and

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

That the Mayor be and is hereby authorized to enter into a contract with Hanks Excavating in the amount of \$66,000.00 as per the bid attached hereto, made a part of hereof and marked “Exhibit A”. This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED:

APPROVED:

ATTEST:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

KAREN J. KAUFHOLD - CITY CLERK

The City of Fairview Heights, Illinois



2025-01-DP

Bid Opening July 10, 2025 @ 9:00 AM

**Project by
Fairview Heights City Council
Mark Kupsky, Mayor**

**Project Manager
Dallas Alley, Director
Land Use and Economic Development
618-489-2061**

IMPORTANT

BIDS WILL NOT BE REVIEWED WITHOUT THE FOLLOWING INFORMATION
FULLY COMPLETED AND SUBMITTED WITH THE BID PACKAGE:

CERTIFICATES OF INSURANCE

- ☒ Workmen's Compensation
 - ☒ Bodily Injury \$1,000,000.00
 - ☒ Property Damage..... \$1,000,000.00

BIDDING SHEETS

- ☒ Itemized Bid Sheet
- ☒ Bid Proposal
- ☒ Non-Collusion Affidavit
- ☒ Prevailing Wage Affidavit
- ☒ Apprenticeship and Training Program Affidavit
- ☒ Asbestos Abatement Affidavit
- ☒ Bidder's Qualification Affidavit

THERE WILL BE NO EXCEPTIONS!!
PHOTO COPIES WILL NOT BE ACCEPTED

For clarification of any content of this bid package contact the City of Fairview Heights Land Use and Economic Development Department at 618-489-2061



INVITATION TO BID

Sealed bids will be received at the City of Fairview Heights Land Use and Development Department, 10025 Bunkum Road Fairview Heights, Illinois, phone 618-489-2061, until 9:00 a.m., July 10, 2025 for the demolition and site clearing of the following:

1. 03-20.0-303-008 – 9916 Bunkum Rd
2. 03-20.0-303-009 & 03-20.0-303-010 – 9918 Bunkum Rd
3. 03-29.0-200-021 – 10025 Bunkum Rd (Rear)

The bid package may be obtained from the Fairview Heights Land Use and Development Department from June 4, 2025 thru July 9, 2025 between the hours of 9:00 a.m. and 4:30 p.m. Monday through Friday. Bid proposals and all required documents must be submitted in a sealed envelope Marked: "Bid Proposal for Demolition DO NOT OPEN".

Specifications and full information may be obtained from the Fairview Heights Land Use and Development Department, 618-489-2061. Sealed bid must be returned to City of Fairview Heights Land Use and Development Department, 10025 Bunkum Road Fairview Heights, Illinois 62208 by 9:00 a.m. on July 10, 2025.

Bid opening will be on July 10, 2025 at 9:00 a.m. in the Fairview Heights Land Use and Development Conference Room, 10025 Bunkum Road Fairview Heights, Illinois 62208.

DETAILED INSTUCTIONS TO CONTRACTOR

SCOPE:

It is the intent of these instructions to provide for the demolition and site clearance of structures identified for demolition. These instructions are a guide only. Clarification of any content of this package, as well as any questions should be obtained from the City of Fairview Heights Land Use and Development Department.

BIDDER RESPONSIBILITY:

- a. Each Bidder must demonstrate to the satisfaction of the City of Fairview Heights that it is responsible, capable of performing the work under the Contract, and has successfully completed contracts equivalent in scope and nature, and comparable in magnitude. Bidder must further demonstrate that it has the necessary financial and technical resources, equipment and workforce to perform the work under the Contract in a proper and satisfactory manner, in accordance with all local, State, and Federal laws, and within the time specified. Unless otherwise specified, after bids are opened, the Land Use and Development Department and other City departments or agencies where appropriate or specified, shall review and may investigate the lowest responsive bidder's responsibility, including, but not limited to, its integrity, qualifications, references, capacity and ability to perform the Contract in accordance with its terms. All determinations of bidder responsibility shall be vested in the sole discretion of the Land Use and Development Director and other City officials. Any bidder who is deemed not responsible shall be ineligible for award of the Contract. Bidders deemed not responsible will be notified of such determination and the reasons therefore in writing by the Land Use and Development Department, and shall have the right to contest the determination by submitting to the Department, within forty-eight (48) hours after receipt of its written determination, a written request for reconsideration that includes information relating to the bidder's qualifications and responsibility and demonstrating the insufficiency of the reasons stated in the written determination for finding the bidder not responsible. Any further determination of a contesting bidder's responsibility shall be vested in the sole discretion of the Land Use and Development Director and other City officials.
- b. In the event that Bidder has been declared by the City in default under a contract for demolition work and has been directed to remediate a demolition site because of the use of improper and/or unacceptable backfill, Bidder agrees not to bid for any contracts for demolition projects until such time as a full and complete remediation has been completed to the satisfaction of the Land Use and Development Director or until such other time as the Land Use and Development Director shall determine. Bidder acknowledges and understands that its agreement not to bid is without waiver of the City's right to otherwise determine its responsibility or to disqualify, suspend, or debar the Bidder. Similarly, Bidder agrees not to use any Subcontractor that has been declared by City in default under a contract for demolition unless and until the Land Use and Development Director determines that the Subcontractor is Responsible.

EXTENT OF CONTRACT:

The CONTRACTOR shall provide all supervision, labor, tools, equipment, and local permits necessary to complete the project to the satisfaction of the CITY OF FAIRVIEW HEIGHTS. CONTRACTOR should visit the job site, inspect aerial maps, and review the provided asbestos inspection report(s) to familiarize themselves with the job prior to bidding.

TERMS DEFINED:

Whenever in these specifications the term "CITY" is employed, it is understood to refer to the City of Fairview Heights, Illinois. Whenever the term "CONTRACTOR" is employed, it is understood to refer to the person, partnership, or corporation that may contract with the City to furnish the equipment, material, and/or labor specified herein.

INSURANCE:

Contractor and all tiers of Subcontractors shall at all times during the period in which the Contract is in force and effect, provide and maintain the following insurance at their own expense. All insurance shall be procured from "A-; Class VII" or better rated insurance carriers by AM Best and authorized to do business in the State of Illinois. All insurance required herein shall be written on an "occurrence" basis and not a "claims-made" basis. In no event shall work be performed until the required evidence of insurance has been furnished. If Contractor fails to obtain or maintain the required insurance, the City shall have the right to treat such failure as a material breach of contract and to exercise all appropriate rights and remedies. The insurance shall provide for at least thirty (30) days prior written notice to be given to the City in the event coverage is materially changed, canceled or non-renewed:

- a. Automobile Liability Insurance covering all owned, non-owned, and hired automobiles. Such insurance shall provide coverage not less than that of the Standard Comprehensive Automobile Liability policy (or Business Auto Policy) with limits not less than \$1,000,000 Per Accident for Bodily Injury and Property Damage.
- b. Commercial General Liability Insurance for Operations including products liability coverage for any product manufactured, assembled or otherwise worked upon. Coverage is to be provided in a form not less than the ISO 1998 standard Commercial General Liability Insurance Policy ("Occurrence Form") including hazards of premises/operations (including explosion, collapse and underground coverage), independent contractors, products and completed operations, contractual liability coverage (for any contracts related to the Work) and personal injury. Coverage is to be provided at the following minimum Limits of Liability: \$1,000,000 Per Occurrence \$2,000,000 Completed Operations Aggregate (Annual Limits) \$1,000,000 Personal Injury and Advertising Injury \$2,000,000 General Aggregate (Annual Limits)
- c. Workers' Compensation Insurance for all operations: In statutory limits of the Workers' Compensation Law of the State of Illinois and having Employers Liability Limits: \$500,000 Each Accident \$500,000 Disease - Policy Limit \$500,000 Disease Each Employee for all Work. The Limits of Liability in Paragraph a., b., and c. above can be met by combining the Contractor's Individual Policy Limits of Liability with their Umbrella Liability Policy Limits.
- d. Owned or Leased Equipment/Tools: Contractor and all tiers of Subcontractors shall maintain insurance on their owned or leased equipment, tools, trailers, etc.

- e. Additional Insured Provision: The insurance policies identified in paragraph's a. and b. above shall include an endorsement naming the City of Fairview Heights, and its officers, employees and agents as additional insured's including Excess or Umbrella Liability Policies if applicable.
- f. Primary Insurance: The insurance policy identified in paragraph b. above shall include an endorsement stating that the coverage afforded the Additional Insured's described in e. above will be primary and non-contributory to any other coverage available to them.
- g. Certificate of Insurance: Contractor shall furnish to the City copies of Certificates of Insurance with Sealed Bidding Documents. All Certificates of Insurance shall indicate, in the Special Items Section, that all policies will contain (1) Additional Insured Endorsement (except for the Workers Compensation and Property Policies) and (2) Primary Insurance Endorsement (except for the Business Automobile, Workers Compensation and Property Policies) as outlined above. In addition, all policies of insurance that are required by the City shall be endorsed to provide that the insurance company must notify the City at least thirty (30) days prior to the effective date of cancellation or modification that reduces coverage of such policies.

**THE CERTIFICATE OF INSURANCE MUST BE PROVIDED WITH SEALED
BIDDING DOCUMENTS AND THE CITY OF FAIRVIEW HEIGHTS MUST BE
LISTED AS THE CERTIFICATE HOLDER.**

(SEE SAMPLE "A" ON NEXT PAGE)

The above insurance requirements are mandatory.

SAMPLE "A"



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/29/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE PROVIDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING NUMBER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement statement on this certificate that does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

YOUR INSURANCE BROKER OR AGENT

INSURED

XYZ COMPANY

123 MAIN STREET

ANYTOWN, IL 12345

INSURANCE COMPANY

INSURANCE COMPANY

INSURANCE COMPANY

INSURANCE COMPANY

INSURANCE COMPANY

COVERAGES

CERTIFICATE NUMBER

REVISION NUMBER

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY ASSIGNMENT, TERM OR EXPIRATION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR ANY PERIOD OF INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. NO ENDORSEMENTS OR AMENDMENTS MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE	TYPICAL COVERAGE	COVERAGE	POLICY NUMBER	POLICY REF. (ENDORSEMENT)	POLICY REF. (ENDORSEMENT)	LIMITS
A	GENERAL LIABILITY	☒ COMMERCIAL GENERAL LIABILITY ☐ COMMERCIAL AUTO ☐ PERSONAL AUTO ☐ HOMEOWNERS	1234567890	TBD	TBD	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Per one person) \$ 5,000 PERSONAL & AD&V INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
	(SEEL AGGREGATE LIMIT APPLIED PER POLICY)					
	AUTOMOBILE LIABILITY	☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRE/AUTON ☒ MOTOR TR	1234567890	TBD	TBD	BODILY INJURY (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 100,000 BODILY INJURY (Per accident) \$ 100,000 PROPERTY DAMAGE (Per accident) \$ 100,000 CARGO LIMIT \$ 5,000
	A	☒ UMBRELLA LIAB ☒ EXCESS LIAB	1234567890	TBD	TBD	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ☐ ANY PERSONS TO WHOM THE INSURANCE COVERAGE IS EXTENDED (Mandatory in Ill.) If yes, describe under DESCRIPTION OF OPERATIONS below	1234567890	TBD	TBD	(See STATE TOGETHER LIMITS) (See STATE TOGETHER LIMITS) (See STATE TOGETHER LIMITS) (See STATE TOGETHER LIMITS)
A	EQUIPMENT FLOATER		1234567890	TBD	TBD	EQUIPMENT FLOATER 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project Number 2025-01-DP, Demolition Bid, City of Fairview Heights, Illinois

Fairview Heights Land Use and Economic Development Department Included as additionally insured.

All Coverage Subject to Terms and Conditions.

CERTIFICATE HOLDER

CANCELLATION

City of Fairview Heights

10025 Bunkum Road

Fairview Heights, IL 62208

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/05)

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INDEMNITY CLAUSE

Contractor shall indemnify, defend and hold harmless the City of Fairview Heights, its officers, employees and agents, the Fairview Heights Land Use and Development Department, and the Fairview Heights City Council, from and against any and all losses, costs and expenses, including, but not limited to, litigation costs, settlement costs and expenses and counsel fees and expenses, claims, suits, actions, damages, liability and expenses, arising out of or resulting in whole or in part from the performance of the services or the provision or installation of materials under the Contract, including, but not limited to, those in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, the Contractor's default under the Contract, failure to pay Subcontractors and suppliers, any infringement or violation of any proprietary right (including, but not limited to, patent, copyright, trademark, service mark and trade secret) and any other breach of the Contract, regardless of the inherent nature of the services or material supply and regardless of whether or not such loss, cost, claim, suit, action, damage, liability, or expense is caused in whole or in part by the negligent act or omission of the City, its officers, employees and agents. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a Party or Person described in this paragraph including without limitation, the City's statutory defenses and/or immunities. Claims against the City of Fairview Heights, its officers, employees and agents, the Fairview Heights Land Use and Development Department, and the Fairview Heights City Council, by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by the provisions under any Workers Compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend and hold harmless the City of Fairview Heights, its officers, employees and agents, the Fairview Heights Land Use and Development Department, and the Fairview Heights City Council, shall survive the termination of this Contract.

PERFORMANCE BOND:

To ensure faithful performance of the services, compliance with the Contract Documents and the payment of Subcontractors and others furnishing labor and materials in the performance of the Contract, the successful Bidder shall be required at the time of Contract award to provide an individual performance bond, with a surety company in a sum equal to 100% of the amount of the awarded Contract.

APPRENTICESHIP AND TRAINING:

BIDDER, CONTRACTOR and SUB-CONTRACTOR participation in an apprenticeship and training program approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training is required and adequate documentation of participation in each bona fide apprentice training program shall be provided with bidding documents.

PREVAILING WAGE:

Fairview Heights Demolition Bid Packages are subject to the Prevailing Wage Rates for Residential Construction and Demolition as published by the Illinois Department of Labor.

NOTE:

1. Contractors are advised to contact the Illinois Department of Labor with any questions regarding job classification, prevailing wage rates, and fringe benefits.
2. Prior to employing apprentices on a public works project, the contractor is required to provide written evidence of employee's registration with a statewide training program recognized by the U.S. Bureau of Apprenticeship and Training (BAT).

DETAILED SCOPE OF WORK:

The CONTRACTOR shall completely dismantle or demolish all structures and existing buildings on the parcels listed on attachment "A" and properly remove all material and debris. All pavement and fencing shall be removed unless directed by the Fairview Heights Land Use and Development Director. For further clarification contact the Fairview Heights Land Use and Development Director.

REMOVAL OF DEBRIS:

All rubbish and debris found on each lot at the start of work as well as that resulting from the demolition activities or deposited on the site by others during the duration of the Contract shall be removed and legally disposed of by the CONTRACTOR who shall keep the lots and public right-of-ways reasonably clear at all times. Upon completion of the work, the CONTRACTOR shall remove any and all temporary construction equipment, salvaged materials, and debris of all kind leaving each lot in a neat condition. Trash burning is prohibited. Construction debris must not become a part of any fill placed or left on the site.

UTILITY NOTIFICATION:

The CONTRACTOR is responsible to first notify all utility companies of the demolition prior to beginning the project. All rules and regulations of the utility companies and the City codes must be complied with before, during, and after the demolition project.

CITY REVIEW AND INSPECTION:

The CITY, its authorized representatives and agents shall, at all times, have access to and be permitted to observe and review all work, materials, equipment, payroll records, employment conditions, and other relevant data pertaining to the contract.

COMPLETION TIME:

All work on each parcel must be completed within 60 calendar days from the date of CONTRACTOR'S receipt of Notice to Proceed. Failure to meet this requirement shall result in \$100.00 per day being assessed of liquidated damages. Delays due to weather will be considered for consideration of an extension of the completion time.

ACCIDENT PREVENTION:

The CONTRACTOR shall exercise proper precautions at all times for the protection of persons and property and shall be responsible for all damages to all persons or property, either on or off the site, which occur, whether by fault or negligence as a result of his or her activities in connection directly or indirectly with the contract. All dump truck beds and tractor trailer trailers must be covered by a

tarpaulin when traveling upon public roads, unless the contents are of a type and weight that would prevent said material from leaving the vehicle while traveling at highway speed (415 ILCS 5/9(a), 35 Ill. Adm. Code 212.301).

FILL:

All basements, excavations, or ruts, no matter how caused, shall be filled with earth; such earth fill is to be secured by the CONTRACTOR and is subject to the following:

a. Concrete blocks, masonry or other rubble from the demolished structures or any organic materials may not be used as fill.

b. All foundation/concrete must be removed completely. All lots will be graded level and seed/ straw the remaining lot area. All basement or other depressions, holes, excavations, or ruts shall be cleared of all debris before filling operations are undertaken and the floors of basements, wells, cisterns, septic tanks and laterals, or similar installations shall be removed. All structures of any nature shall be demolished on the sites and the rubbish and debris removed from the sites for legal disposal to an off-site location. Dump tickets from the approved EPA landfill shall be required as proof of legal dumping prior to contract payments being tendered. Removal of such demolition material, equipment, rubbish, and debris shall be done as orderly and rapidly as conditions will permit. All dump truck beds and tractor trailer trailers must be covered by a tarpaulin when traveling upon public roads, unless the contents are of a type and weight that would prevent said material from leaving the vehicle while traveling at highway speed (415 ILCS 5/9(a), 35 Ill. Adm. Code 212.301). The CONTRACTOR shall execute the work in such a manner as to avoid unnecessary interference with the general public, adjacent sidewalks, streets, alleys, and other public right-of-ways. When dust is raised by the demolition, water shall be sprayed on the structure(s). The CONTRACTOR shall be responsible for obtaining consent of the appropriate agency if a fire hydrant is utilized to supply water.

SANITARY SEWER:

Sanitary sewers laterals shall be removed to the edge of the right of way and sealed underground with concrete in a manner that will not obstruct the sewer main, will prevent the discharge of sanitary effluent, and will prevent the inundation of groundwater into the sanitary sewer system.

WORK TIME:

All work shall be performed during the hours of 7:00 a.m. - 5:00 p.m., Monday through Friday, unless approved in writing by the Land Use and Development Director. No work will be approved if conducted before 7:00 a.m., or after 5:00 p.m. or on weekends, or on the following holidays:

New Year's Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day

Veterans Day
Thanksgiving Day
Friday Following Thanksgiving Day
Christmas Day

Contractor will not be compensated for any unapproved work.

CITY INSPECTOR:

CONTRACTOR is required to cooperate with City and/or state inspectors who may from time to time monitor site activities to enforce compliance with the contract provisions.

ASBESTOS IDENTIFICATION:

CONTRACTOR shall be responsible for identifying any asbestos containing materials and for sending proper Demolition Notice to the Illinois Environmental Protection Agency. CITY will supply CONTRACTOR with a Pre-Demolition Asbestos Assessment Report; however, this report shall not be used as an abatement bid specification. The results, findings, conclusions, and recommendations expressed in the report are based on conditions observed during the on-site services conducted at the site. Contractors and consultants reviewing the report must draw their own conclusions regarding the need for further investigation or any remediation or abatement activities deemed necessary. CONTRACTOR shall also send a copy of all documentation related to asbestos abatement to the Fairview Heights Land Use and Development Director.

ASBESTOS ABATEMENT:

CONTRACTOR shall be responsible for proper abatement including but not limited to adequately wetting and properly removing and disposing of all materials containing asbestos in compliance with the Federal regulations found at 40 CFR 763 et. seq. and 40 CFR 61 et. seq. and Illinois State Law.

PAYMENT:

It is further understood and agreed that the CITY will pay the CONTRACTOR directly, within thirty (30) working days after demolition completion. This payment or payments will be made and finalized only after inspection by the City to determine if said work has been completed according to CONTRACTOR'S work proposal/bid and in accordance with all special provisions and conditions. At this time a lien waiver showing payment to all sub-contractors will be required from the CONTRACTOR. Not less than the prevailing rate of wages established by the IL Dept. of Labor for St. Clair County shall be paid to all workmen performing work under any contract for this project.

Attachment "A"

BID SHEET

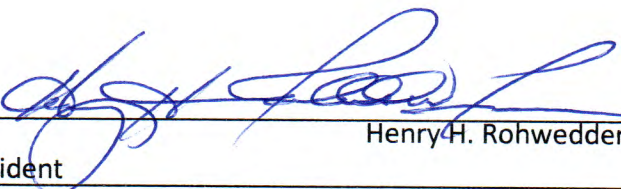
Individual Bid Price

- | | |
|---|---------------------|
| 1. 03-20.0-303-008 – 9916 Bunkum Rd | \$ <u>22,000.00</u> |
| 2. 03-20.0-303-009 & 03-20.0-303-010 – 9918 Bunkum Rd | \$ <u>22,000.00</u> |
| 3. 03-29.0-200-021 – 10025 Bunkum Rd (Rear) | \$ <u>22,000.00</u> |

Total Bid for Project

\$ 66,000.00

SIGNED:



Henry H. Rohwedder
President

TITLE:

President

DATE:

July 10, 2025

COMPANY:

Hank's Excavating & Landscaping, Inc.

***PARCEL NUMBERS ARE SUBJECT TO CHANGE BASED ON
ACTUAL LAND SURVEY.**

**THE NUMBER OF HOUSES TO BE DEMOLISHED WILL BE
DETERMINED BY AVAILABLE FUNDING.**

PROPOSAL

FAIRVIEW HEIGHTS, ILLINOIS

To furnish as specified herein:

The demolition of structures and site clearance in Fairview Heights for Project # 2025-01-DP

For the City of Fairview Heights, State of Illinois.

Name of Bidder Hank's Excavating & Landscaping, Inc.

Street Address of Bidder 5825 West State Route 161, Belleville, IL 62223
(No P.O. Box)

To the City of Fairview Heights

Ladies and Gentlemen:

The undersigned as a bidder declares:

That he or she has been regularly engaged in contract work of the class required by the specifications for 47 years and hereby submits this proposal.

The undersigned submits with this proposal all information herein required. The Bidder, hereby declares that the only person or persons interested in the proposal as principal or principals is or are named therein and that only persons herein mentioned have any interest in this proposal of the Contract to be entered into; that this proposal is made connection with any other person, company, or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

If written notice of the acceptance of this bid is mailed, or hand delivered to the bidder within thirty (30) days after the date of opening the bids or any time thereafter before this bid is withdrawn, the undersigned will within ten (10) days after the date of such mailing, or delivering of such notice, execute and deliver the attached Contract.

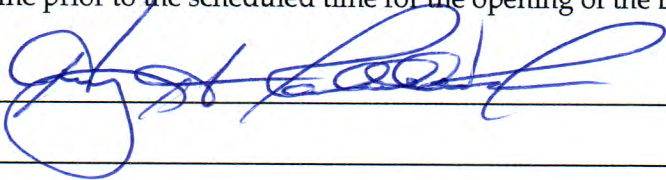
The undersigned designates his/her office to which such notice of acceptance may be mailed, or delivered:

Hank's Excavating & Landscaping, Inc

5825 West State Route 161

Belleville, IL 62223

This Bid may be withdrawn at any time prior to the scheduled time for the opening of the Bid or any authorized postponement thereof.

SIGNATURE OF BIDDER 

BY Henry H. Rohwedder

TITLE, President

STREET ADDRESS 5825 West State Route 161, Belleville, IL 62223
(NO P.O. BOXES)

DATED July 10, 2025

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Illinois {SS.
County of St. Clair

Henry H. Rohwedder, being first duly sworn, deposes and says that:

1). He/She is the President of Hank's Excavating & Landscaping, Inc., and the Bidder that has submitted the attached bid;
(Title) (Company Name)

2). He/She is fully informed regarding the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3). Such Bid is genuine and is not a collusive or sham Bid;

4). Neither the said bidders firm nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement, or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached bid or of any other Bidder, or to fix overhead, profit, or cost elements of the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Fairview Heights or any person interested in the proposed Contract; and

5). The price or prices quoted in the attached Bid are fair and proper and are not the result of any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owner's employees, or parties in interest, including this affidavit.

(Signed) [Signature]
(Contractor) Henry H. Rohwedder

Subscribed and sworn to before me this 10th day of July, 2025.

[Signature]
Notary

My commission expires, Nov 4th 2025



PREVAILING WAGE AFFIDAVIT

State of Illinois {SS.
County of St. Clair

Henry H. Rohwedder, being first duly sworn, deposes and says that:

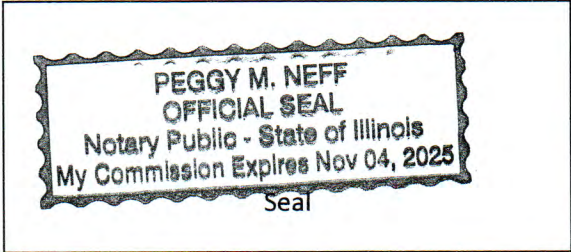
- 1). He/She is the President of Hank's Excavating & Landscaping, Inc. and is duly authorized by
(Title) (Company Name)
the contractor and any subcontractor(s) used in the performance of any work included in this contract to execute the affidavit contained herein.
- 2) That the contractor or any subcontractor used in the performance of any work included in this contract has reviewed and shall comply with all provisions of the Illinois Prevailing Wage Act. (820 ILCS 130/1.01).
- 3) That the contractor or any subcontractor used in the performance of any work included in this contract shall provide, at the request of the City of Fairview Heights, evidence of compliance with the Act, including but not limited to documents required by the Illinois Prevailing Wage Act, prior to and as a condition of payment by the City of Fairview Heights of any funds for work performed pursuant to the contract.

(Signed) [Signature]
(Contractor) Henry H. Rohwedder

Subscribed and sworn to before me this 10th day of July, 2025.

[Signature]
Notary

My commission expires, Nov 4th 2025



APPRENTICESHIP AND TRAINING PROGRAM AFFIDAVIT

State of Illinois
County of St. Clair {SS.

Henry H. Rohwedder, being first duly sworn, deposes and says that:

1). He/She is the President of Hank's Excavating & Landscaping, Inc. and is duly authorized by
(Title) (Company Name)
the contractor and subcontractor(s) used in the performance of any work included in this contract to make the
affidavit contained herein.

2) That the contractor or any subcontractor used in the performance of any work included in this contract
actively participates, through the use of apprentices, in an apprenticeship and training program(s) approved
and registered with the United States Department of Labor's Bureau of Apprenticeship and Training for each
of the trades of work contemplated under the awarded contract as further evidenced in item #3 below.

3) Registered Apprenticeship and Training Programs (Contractor must attach Certificate of Registration from
Department of Labor for each program utilized and must attach a letter stating evidence proof on ongoing
participation in the program): See Attached Sheets

<u>Equipment Operators</u>	<u>(Program)</u>	<u>(Cert #)</u>
<u>Truck Drivers</u>	<u>(Program)</u>	<u>(Cert #)</u>
<u>Laborers</u>	<u>(Program)</u>	<u>(Cert #)</u>

* Continue on separate page if necessary.

(Signed) [Signature]
(Contractor) Henry H. Rohwedder

Subscribed and sworn to before me this 10th day of July, 2025.

[Signature]
Notary

My commission expires, Nov 4th 2025



ASBESTOS ABATEMENT AFFIDAVIT

State of Illinois

County of St. Clair

{SS.

Henry H. Rohwedder, being first duly sworn, deposes and says that:

1). He/She is the President of Hank's Excavating & Landscaping, Inc., and is duly authorized by
(Title) (Company Name)
the contractor and subcontractor(s) used in the performance of any work included in this contract to make the
affidavit contained herein.

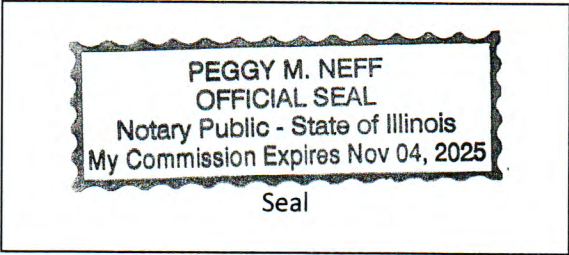
2) That the contractor or any subcontractor used in the performance of the abatement of any and all asbestos
containing materials included in this contract or discovered in the performance thereof shall be currently
licensed with State of Illinois Department of Public Health. (Contractor must attach copy of Asbestos License
issued from the State of Illinois Department of Public Health.)

(Signed) [Signature]
(Contractor) Henry H. Rohwedder

Subscribed and sworn to before me this 10th day of July, 2025.

[Signature]
Notary

My commission expires, Nov 4th 2025

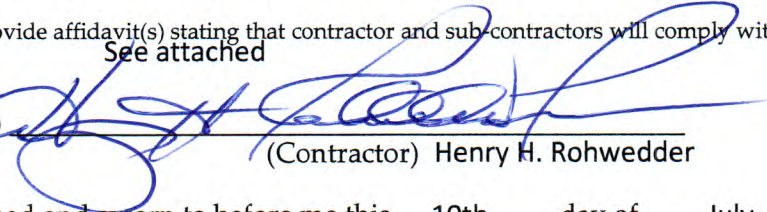


STATEMENT OF BIDDER'S QUALIFICATIONS

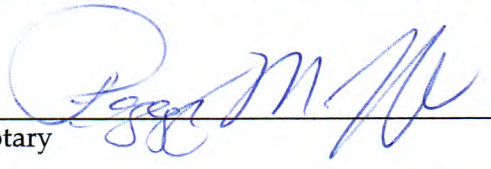
All questions must be answered and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he or she desires. **CONSISTENT WITH ILLINOIS LAW, FAILURE TO ANSWER, OR INCOMPLETE ANSWERS MAY RESULT IN THE BIDDER'S DISQUALIFICATION.**

1. Name of Bidder including type of business entity. **Hank's Excavating & Landscaping, Inc.**
2. Permanent main office address, including City, State, and Zip Code. **5825 West State Route 161, Belleville, IL 62223**
3. Date Company was organized or incorporated. **1978**
4. If a corporation, when and where incorporated. **12/24/90**
5. How many years have you been engaged in demolition under your present firm or trade name? **47 years**
6. List demolition contracts on hand at present time. **13**
7. What type of work does your company most commonly perform? **General Contractor**
8. Have you ever failed to complete any work awarded to you? If so when, where and why? **No**
9. List your major equipment currently available for this Contract. Includes equipment that is owned outright or leased.
Excavator, Backhoe, Skidts, Hylift, Dump Truck
10. List your demolition and site clearance experience. Please limit this list to projects of similar nature and scope which have been completed in the past (5) years. **See attached**
11. Has bidder or any of its principals, owners, officers, agents, or employees, within seven (7) years prior to the date hereof, been found guilty or admitted culpability in any Court or administrative proceeding of any violation of any local, county, state or federal law, statute, rule, regulation or order prohibiting discrimination or involving or related to environmental protection. Is any proceeding now pending on any court or any governmental agency against bidder or any of its principals, owners, officers, agents, or employees on account of any thereof? If "yes" attach a separate page setting forth complete details for each offence listed including: **No**
 - A. Date that charges or suit was brought.
 - B. Allegations contained in any actions or suit brought.
 - C. Disposition of each allegation including the date that the action was taken.
 - D. If legal or administrative action is still pending, describe the current status of the proceeding and when resolution is expected.
12. Please list all sub-contractors and their proposed function within this project. If the sub-contractor is to perform a function that requires a permit with the State of Illinois, please list the permit number. **See attached**
13. Please list what apprenticeship and training program approved and registered with the United States department of Labor's Bureau of Apprenticeship and Training that Bidder, CONTRACTOR and subcontractors currently participate. **See attached**

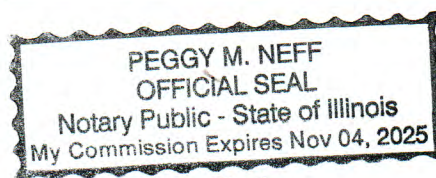
Please provide affidavit(s) stating that contractor and sub-contractors will comply with the Illinois Prevailing Wage Act.
See attached

(Signed) 
(Contractor) **Henry H. Rohwedder**

Subscribed and sworn to before me this 10th day of July, 2025.

Notary 

My commission expires, Nov 4th 2025



Seal

5825 W. STATE RTE. 161
BELLEVILLE, IL 62223



PHONE (618) 398-5556
FAX (618) 398-2729
www.hanksel.com

July 9th, 2025

City of Fairview Heights
10025 Bunkum Road
Fairview Heights, IL 62208

Re: Demolition Bid 2025-01-DP

Dear Sirs,

Hank's Excavating & Landscaping, Inc. will comply with the Illinois Prevailing Wage Act for these projects.

Sincerely yours,

A handwritten signature in blue ink, which appears to read 'Henry H. Rohwedder', is written over a horizontal line.

Henry H. Rohwedder
President
Hank's Excavating & Landscaping, Inc.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/09/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners of MO LLC 12645 Olive Blvd, Suite 300 St Louis, MO 63141 314 523-8800	CONTACT NAME: Victoria Stark	
	PHONE (A/C, No, Ext): 314 523-8800	FAX (A/C, No): 314 453-7555
	E-MAIL ADDRESS: victoria.stark@assuredpartners.com	
INSURED Hank's Excavating & Landscaping, Inc. 5825 W. State Route 161 Belleville, IL 62223	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Continental Casualty Company	
	INSURER B : Continental Insurance Company	
	INSURER C : Previsor Insurance Company	
	INSURER D : Tokio Marine Specialty Insurance Co	
	INSURER E :	
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:		6046225690	03/31/2025	03/31/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ Drive Oth Car ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY		6046225687	03/31/2025	03/31/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$		6046225656	03/31/2025	03/31/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	MEM302198700	03/31/2025	03/31/2026	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Contractors Prof/ Pollution		PPK2673024001	03/31/2025	03/31/2026	Each Occur: \$2,000,000 Policy Agg: \$2,000,000 SIR: \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Fairview Heights
10025 Bunkum Road
Fairview Heights, IL 62208

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





LIUNA!

LOCAL #459, BELLEVILLE, IL

ERIC OLLER
Business Manager/
Secretary-Treasurer

100 North 17th Street, Belleville, IL 62226

Phone # 618-233-4121
Fax # 618-233-4737

March 26, 2025

To: Whom it may concern,

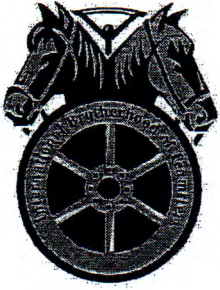
RE: Letter of good standings

This letter will acknowledge Hank's Excavating and Landscaping Inc. is in good standings with Local 459 and is a signatory contractor with the Downstate of Illinois Laborers' District Council of the Laborers' International Union of North America. Furthermore, records show they are current with any and all fringe benefits associated with this organization.

Please contact this office if you have any questions.

Best regards,

Eric Oller
Business Manager/Secretary-Treasurer
Local 459



Illinois Teamsters Joint Council No. 25 and Employers Apprenticeship & Training Fund

990 NE Frontage Road, Suite 4, Joliet, IL 60431

Office: (815) 773-0700 Fax: (815) 773-1122

Info@illinoisteamsterstraining.org

March 19, 2025

To Whom It May Concern:

This letter will certify that Hank's Excavating & Landscaping is currently contributing and is current with its contributions, as of February 2025, for the Trade of Construction Driver (1032), to the Illinois Teamsters Joint Council No.25 and Employers Apprenticeship & Training Fund.

Any questions, please feel free to contact me at (815) 773-0700.

Very Truly Yours,

Rose Wyler

Administrative Assistant

cc: file

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

***Illinois Teamsters Joint Council No. 25
Employers JATF***

Joliet, Illinois

For The Trade of: Construction Driver

*Registered as part of the National Apprenticeship System
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*

June 22, 2005

Date

Revised: April 8, 2016

IL8151005004

Registration No.



[Signature]

Secretary of Labor

[Signature]

Administrator, Office of Apprenticeship

The United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services

Bureau of Apprenticeship and Training

Certificate of Registration

Operating Engineers

Granite City, Illinois

For the Trade - Operating Engineer

Registered as part of the National Apprenticeship Program

in accordance with the basic standards of apprenticeship

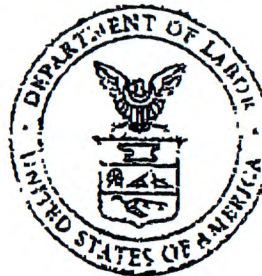
established by the Secretary of Labor

December 31, 1978

Date Revised September 4, 2003

IL011780017

Registration No.



L. L. Chao

Secretary of Labor

Anthony Surace

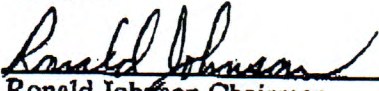
Administrator, Apprenticeship Training, Employer and Labor Services

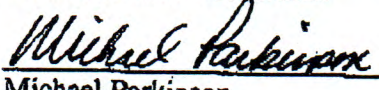
SECTION XXIV - OFFICIAL ADOPTION OF APPRENTICESHIP STANDARDS:

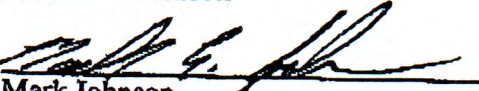
The Operating Engineers #520 Joint Apprenticeship Committee hereby adopts these Standards of Apprenticeship on this 26th Day of March, 2013.

JOINT APPRENTICESHIP COMMITTEE

UNION:

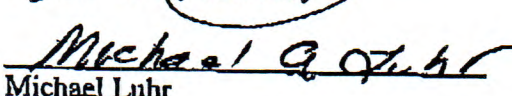

Ronald Johnson Chairman

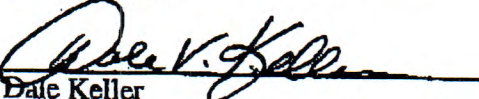

Michael Parkinson


Mark Johnson

CONTRACTORS:


Eugene Keeley Secretary


Michael Luhr


Dale Keller

Registered as incorporating the basic standards
of the United States Department of Labor,
Office of Apprenticeship


Regional Director, United States Department of Labor,
Office of Apprenticeship

Date of Revision JUL 15 2013

Date of Revision 05/13/2003

Date of Revision 12/2/1999

Date of Revision 10/05/1995

DATE OF REGISTRATION 12/31/78

REGISTRATION NO. IL011780017

Summary of Demolition Projects

JAMES MORRIS - BV'L, 618 S JACKSON ST - GARAGE DEMO	\$ 13,912.30	2020
PADGETT BLDG - BV'L, 100 N 16TH ST - HOUSE DEMO	\$ 14,675.00	2020
BRIA OF BELLEVILLE - BV'L, 130 & 134 N 28TH STR - DEMO	\$ 30,085.00	2020
CITY OF BELLEVILLE - BV'L, VARIOUS LOCATIONS - DEMO 20 PARCELS	\$ 188,700.00	2020
McKENDREE UNIVERSITY-LEBANON, 101 & 107 S ALTON, 216 N HORNER - HOUSE DEMOS	\$ 47,475.00	2020
DEPT OF THE AIR FORCE - SCOTT AFB, STORAGE WASTE TREATMENT BLDG B3290 - DEMO	\$ 74,200.00	2020
PADGETT BLDG - FREEBURG, 8900 FIVE FORK RD - HOUSE DEMOLITION & TREE CLEARING	\$ 19,100.00	2021
HOLLAND CONSTRUCTION-SWANSEA, 2601 N ILLINOIS - BUILDING DEMOLITION	\$ 15,000.00	2021
VILLAGE OF SWANSEA - SWANSEA, 202 E CAROLINE - HOUSE DEMO	\$ 8,500.00	2021
PAUL NEAL - BVL, 629 STROMBERG AVE - HOUSE DEMO	\$ 14,000.00	2021
SIGNAL HILL FIRT DEPT - BVL, 300 HAZEL AVE - HOUSE DEMO	\$ 9,500.00	2021
ST CLAIR CO - ESL, 1647 E BROADWAY & 720 MLK DR - DEMO	\$ 60,000.00	2021
ST CLAIR CO - ESL, 12 VARIOUS LOCATIONS - DEMO	\$ 117,500.00	2022
CITY OF FAIRVIEW HTS - FVH, 10319 LINCOLN TRAIL - DEMO	\$ 41,500.00	2022
VILLAGE OF SWANSEA - SWANSEA, 1105 N ILLINOIS - BUILDING DEMO	\$ 7,000.00	2022
CITY OF O'FALLON - O'FL, 114 WEST 4TH ST - DEMO	\$ 11,250.00	2022
MIKE TULLOCK - FVH, 9 EDDING LN - MOBILE HOME DEMO	\$ 6,800.00	2022
JOHN COBURN - BVL, 526 BENTON ST - GARAGE DEMO	\$ 4,895.00	2022
ST CLAIR CO - ESL, 23 VARIOUS LOCATIONS - DEMO	\$ 334,795.00	2023
CITY OF FAIRVIEW HTS - FVH, BUNKUM RD - DEMO OF GUARD HOUSE	\$ 6,000.00	2023
STEVE STRUBE-BVL, 2944 RENTCHLER RD-MOBILE HOME & PUMP HOUSE DEMO	\$ 8,750.00	2023
ST CLAIR CO - ESL, 30 VARIOUS LOCATIONS - DEMO	\$ 308,500.00	2023
ST CLAIR CO - ESL, 2600 KANSAS AVE - ATTUCKS SCHOOL DEMO	\$ 245,500.00	2023
CITY OF FAIRVIEW HTS - FVH, 9616 HOLDENER PL & 306 E LEXINGTON - DEMO	\$ 30,000.00	2024
GREG HAYDEN-MLSTD, 8618 LE PERE SCHOOL RD - HOUSE DEMO	\$ 16,000.00	2024
ST CLAIR CO - BVL,SWNS,CAHOKIA HTS,DUPO, E CARONDELET - 13 DEMOS	\$ 133,675.00	2024
ST CLAIR CO - BVL, BELLE CLAIR FAIRGROUNDS/RACETRACK/BLEACHERS/BLDGS - DEMO	\$ 85,000.00	2024

PREVAILING WAGE AFFIDAVIT

State of Illinois

{SS.

County of Madison

William Fenton, being first duly sworn, deposes and says that:

1). He/She is the Project Manager of AC Environmental, Inc. and is duly authorized by
(Title) (Company Name)
the contractor and any subcontractor(s) used in the performance of any work included in this contract to execute the affidavit contained herein.

2) That the contractor or any subcontractor used in the performance of any work included in this contract has reviewed and shall comply with all provisions of the Illinois Prevailing Wage Act. (820 ILCS 130/1.01).

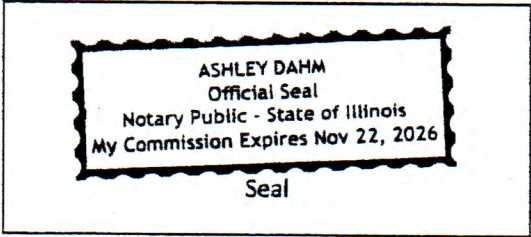
3) That the contractor or any subcontractor used in the performance of any work included in this contract shall provide, at the request of the City of Fairview Heights, evidence of compliance with the Act, including but not limited to documents required by the Illinois Prevailing Wage Act, prior to and as a condition of payment by the City of Fairview Heights of any funds for work performed pursuant to the contract.

(Signed) [Signature]
(Contractor)

Subscribed and sworn to before me this 8th day of July, 2025.

Ashley Dahm
Notary

My commission expires, Nov. 22, 2026



APPRENTICESHIP AND TRAINING PROGRAM AFFIDAVIT

State of Illinois

{SS.

County of Madison

William Fenton, being first duly sworn, deposes and says that:

1). He/She is the Project Manager of ACE Environmental, Inc. and is duly authorized by
(Title) (Company Name)
the contractor and subcontractor(s) used in the performance of any work included in this contract to make the affidavit contained herein.

2) That the contractor or any subcontractor used in the performance of any work included in this contract actively participates, through the use of apprentices, in an apprenticeship and training program(s) approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training for each of the trades of work contemplated under the awarded contract as further evidenced in item #3 below.

3) Registered Apprenticeship and Training Programs (Contractor must attach Certificate of Registration from Department of Labor for each program utilized and must attach a letter stating evidence proof on ongoing participation in the program):

<u>Ø</u> Equipment Operators	<u>N/A</u> (Program)	<u> </u> (Cert #)
<u>Ø</u> Truck Drivers	<u>N/A</u> (Program)	<u> </u> (Cert #)
<u>5</u> Laborers	<u>Laborers Union</u> (Program)	<u> </u> (Cert #)

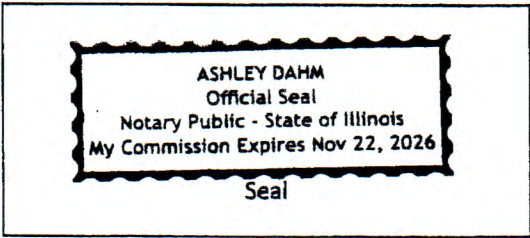
* Continue on separate page if necessary.

(Signed) [Signature]
(Contractor)

Subscribed and sworn to before me this 8th day of July, 2025.

Ashley Dahm
Notary

My commission expires, Nov. 22, 2026



ASBESTOS ABATEMENT AFFIDAVIT

State of Illinois

{SS.

County of Madison

William Fenton, being first duly sworn, deposes and says that:

1). He/She is the Project Manager of AC Environmental, Inc. and is duly authorized by
(Title) (Company Name)
the contractor and subcontractor(s) used in the performance of any work included in this contract to make the affidavit contained herein.

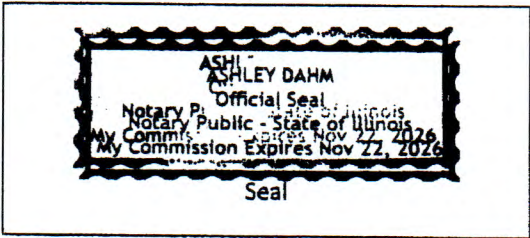
2) That the contractor or any subcontractor used in the performance of the abatement of any and all asbestos containing materials included in this contract or discovered in the performance thereof shall be currently licensed with State of Illinois Department of Public Health. (Contractor must attach copy of Asbestos License issued from the State of Illinois Department of Public Health.)

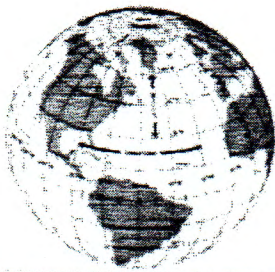
(Signed) [Signature]
(Contractor)

Subscribed and sworn to before me this 8th day of July, 2025.

Ashley Dahm
Notary

My commission expires, Nov. 22, 2026





AC Environmental, Inc

P.O. Box 27 Wilsonville, IL 62093
618-288-8960

July 8, 2025

To whom it may concern,

AC Environmental, Inc. utilizes laborers' joint apprenticeship program from the local Laborers Unions.

On projects governed by the Illinois Prevailing Wage Act (820 ILCS 130/1.01) If required union participation is unavailable AC Environmental pays the workers employed on those projects the appropriate prevailing wage rate.

A handwritten signature in black ink, appearing to read 'Will Fenton', with a long horizontal line extending to the right.

Will Fenton- Estimator/ Project Manager
will@acenviro.com
618.570.1587

← DISPLAY THIS PART IN A
CONSPICUOUS PLACE

 Illinois Department of PUBLIC HEALTH			EH0208169
LICENSE, PERMIT, CERTIFICATION, REGISTRATION			
The person, firm or corporation whose name appears on this certificate has complied with the provisions of the Illinois statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below.			
DIVISION OF ENVIRONMENTAL HEALTH ASBESTOS PROGRAM			
Issued under the authority of the Illinois Department of Public Health			
5/15/2026	500	500-1883	
AC ENVIRONMENTAL, INC ASBESTOS CONTRACTOR LICENSE THIS LICENSE IS INVALID IF YOUR INSURANCE CERTIFICATE IS NOT CURRENT			
05/09/2025 AC ENVIRONMENTAL, INC P.O. BOX 27 WILSONVILLE, IL 62093			
The face of this license has a colored background. Printed by Authority of the State of Illinois • P.O. #EH-21-044			

AC ENVIRONMENTAL, INC

P.O. BOX 27
WILSONVILLE, IL 62093

FEE RECEIPT NO.

 Illinois Department of PUBLIC HEALTH			EH0208169
LICENSE, PERMIT, CERTIFICATION, REGISTRATION			
The person, firm or corporation whose name appears on this certificate has complied with the provisions of the Illinois statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below.			
DIVISION OF ENVIRONMENTAL HEALTH ASBESTOS PROGRAM			
Issued under the authority of the Illinois Department of Public Health			
5/15/2026	500	500-1883	
AC ENVIRONMENTAL, INC ASBESTOS CONTRACTOR LICENSE THIS LICENSE IS INVALID IF YOUR INSURANCE CERTIFICATE IS NOT CURRENT			
05/09/2025 AC ENVIRONMENTAL, INC P.O. BOX 27 WILSONVILLE, IL 62093			
The face of this license has a colored background. Printed by Authority of the State of Illinois • P.O. #EH-21-044			

← DISPLAY THIS PART IN A
CONSPICUOUS PLACE

FEE RECEIPT NO.

Construction Craft Laborers' Apprenticeship Program

Registration Number MO-002-950002
35 Opportunity Road
High Hill, Missouri 63350
(636) 585-1500 Ext. 1 fax (636) 585-2604
e-mail: app@lctcmo.org

**Committee
Members/Alternates**

Labor

Patrick Pryor - Chairman
Bradley Turner
Sam Simmons
Brandon Flinn

Management

Frank Marchesi, Sr.-Secretary
Michael W. Luth
Rod Fain
Shawn Jordan

Apprenticeship Advisor
Michael Murry

Sponsoring Organizations

Missouri Kansas Laborers'
District Council

SITE Improvement
Association

Associated General
Contractors of Missouri

CONSULTANTS

Raymond Hefner
Plumbing Industry Council

Brian Smith.
Mason Contractors'
Association

March 26, 2025

To whom it may concern,

This letter is to verify that AC Environmental, Inc. participates in the Eastern Missouri Construction Craft Laborers' Apprenticeship Program (Registration Number MO -002-950002) and has the ability to employ apprentice laborers under the terms of the collective bargaining agreement for the Missouri & Kansas Laborers' District Council.

If you have any question or need additional information please contact me at (636) 585 – 1500 Ext. 1.

Michael Murry

Michael Murry
Apprenticeship Advisor